



**Mental health
research**

Standard Grant Conditions

STANDARD GRANT CONDITIONS

1. DEFINITIONS

Application	means the application for the Grant made by the Principal Investigator and the institution set out in the Award Letter
Award	has the meaning given to it in the Award Letter
Award Letter	means the letter from us specifying the value and duration of the grant that has been awarded, and containing details of the research activities and any specific conditions associated with the Award
Background IP	means any Intellectual Property and/or Know-How (i) created, devised, generated, owned or licensed by you or a third party contributor to the Grant Activities, (ii) to which you or such a third party have rights prior to the beginning of the Grant Period, or (iii) generated independently of the Grant Activities, which is necessary or useful for undertaking the Grant Activities or the protection or exploitation of the Grant-Funded IP
Claim Form	means the claim form (in a form prescribed by us) which must be completed by you and the Principal Investigator when making a claim for payment of any part of the Grant
Data Protection Legislation	all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR (as defined in section 3(10) of the Data Protection Act 2018), the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426), and the Data (Use and Access) Act 2025, each as amended, updated or replaced from time to time, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data, including, without limitation, the privacy of electronic communications.
Foreground IP	means any Intellectual Property created or developed during the course of the Grant Activities
Good Clinical and Laboratory Practice	means performance of all studies involving human participants, data or biological materials and the performance of research in compliance with accepted national standards as outlined by the Helsinki Accord, the MRC, NIHR, NIH, ARC or other similar advisory bodies
Good Data Practice	means the handling of Personal Data in accordance with Data Protection Legislation and any guidance issued from time to time by the Information Commissioner's Office and the Health Research Authority in respect of good data practice
Grant	means the grant described in the Award Letter

Grant Activities	means the research activities to be funded by the Grant as set out in the Award Letter
Grant-Funded Equipment	means any equipment the purchase of which is funded by the Grant and which is used (wholly or partly) to carry out the Grant Activities
Grant-Funded IP	means Intellectual Property that is, or has been, created, exemplified or developed (whether in whole or in part) from the Grant Activities
Grant Period	means the period of time for which the Grant is payable as described in the Award Letter
Grant Year	means each twelve month period from the start date of the Project
Intellectual Property	means all right to inventions, discoveries, results, materials, technologies, products, data, algorithms, software, copyright and database rights and rights in databases (or whatever name they are known by in any country of the world), trade marks and/or service marks (whether registered or unregistered), registered designs, unregistered designs, drawings, plans specifications, processes, methods, and rights in confidential information (including know-how and trade secrets), and any other industrial and intellectual property rights including without limitation patents (including any extensions and supplementary patent rights), whether registered or unregistered and including all applications for renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world which derive from the project,
Know-How	means any technical and other information which is not in the public domain and which is necessary for the utilisation of Intellectual Property, such as data, disks, tapes, manuals, source codes, flow-charts, catalogues and instructions
Personal Data	has the same meaning as that given in the relevant Data Protection Legislation for the time being
Policies	means our Policies, as published on our website, and as amended or superseded from time to time
Principal Investigator	means the lead researcher identified in the Application and Award Letter who has responsibility for the intellectual leadership and overall management of the Project
Project	means the research project for which grant funding is offered in accordance with and subject to the Terms and Conditions
Project Budget	means the budget for the Grant Activities set out in the Application
Research Personnel	means any person working on the Grant Activities under the supervision of the Principal Investigator, including

	without limitation any co-investigator, collaborator, consultant or sub-contractor
Revenue Sharing Agreement	means an agreement between us (if any) documenting the manner in which any revenue generated (or benefits including but not limited to, any monies, shares, options or other rights) arising from the commercial exploitation of Intellectual Property resulting from the Project will be shared
Special Conditions	means additional conditions attaching to the Award, in addition to the Standard Grant Conditions and which are set out in the Award Letter
Standard Grant Conditions	means the conditions contained in this document
Terms and Conditions	means the totality of the terms contained in the Standard Grant Conditions, the Award Letter (including any Special Conditions) and the Policies
we / us / our/ MQ	means MQ: Transforming Mental Health, a charitable company limited by guarantee in England and Wales with company number 7406055 and registered charity number 1139916 in England and Wales, and SC046075 in Scotland, whose registered address is 6 Honduras Street, London EC1Y 0TH
you / your	means the institution named in the Award Letter as the recipient of, and who has responsibility for administering the Grant

2. GENERAL

- 2.1 These Standard Grant Conditions set out the general terms and conditions for all MQ research awards. The Standard Grant Conditions should be read in conjunction with the Award Letter and the Policies (copies of which are set out on our website and hard copies of which can be made available to you on request), which together set out the terms and conditions upon which we make the Grant to you, as the employer of the Principal Investigator. To the extent there is any inconsistency between the Standard Grant Conditions and the Policies, the Standard Grant Conditions take precedence, and to the extent there is any inconsistency between the Standard Grant Conditions, the Policies and the Award Letter, the Award Letter takes precedence in each case.
- 2.2 You must ensure that the Grant Activities are carried out in accordance with the Terms and Conditions.
- 2.3 If any of the Grant Activities are undertaken by persons other than the Principal Investigator and your employees, you remain accountable to us for the conduct of the Grant Activities and the use and financial management of the Grant. You should carry out appropriate due diligence on, and put in place written terms and conditions with all relevant third parties to enable you to comply with your obligations to us under the Terms and Conditions.

3. LEGAL COMPLIANCE AND CONDUCT OF RESEARCH

- 3.1 You must ensure that the Grant Activities are carried out in accordance with all relevant:

- 3.1.1 legislation and codes of practice, including those relating to health and safety and data protection;
- 3.1.2 regulatory requirements; and
- 3.1.3 ethical guidelines and principles,

and we reserve the right to request from you, prior to or during the Grant Period, documentary evidence that the Grant Activities will be or are being (as the case may be) carried out in such a way. Where any element of the Project is to be conducted outside of the United Kingdom such legal and regulatory requirements, licences and approvals shall include those applicable in the country in which the research is carried out in addition to those of the United Kingdom.

- 3.2 You and the Principal Investigator must ensure that the Grant Activities are organised and undertaken in accordance with recognised best practice, including the [Concordat to Support Research Integrity](#) and subsequent amendments and the Association of Medical Research Charities Guidelines on Good Research Practice, as the same may be amended or supplemented from time to time. You must also ensure that you have formal procedures for governing the Grant Activities and for handling and reporting allegations of scientific fraud, research misconduct, or abuse or harassment by its employees and make those procedures available to us on request.
- 3.3 You may only instruct third party collaborators or sub-contractors to perform tasks relating to the Grant Activities:
 - 3.3.1 with our prior written consent; or
 - 3.3.2 if such third parties are specified in the Application.

Where you are permitted to instruct third party collaborators or sub-contractors (as above) it is your responsibility and that of the Principal Investigator to ensure that any third party institution is reimbursed for any expenditure incurred on the Project and that an appropriate chargeback agreement is put in place (a copy of which shall be provided to us).

- 3.4 You must ensure that all necessary licences and approvals in all relevant jurisdictions have been obtained and are in place at all times during the Grant Period.
- 3.5 You must ensure that the Grant Activities take place in accordance with Good Clinical and Laboratory Practice and Good Data Practice.
- 3.6 Where the Grant Activities include clinical trials and studies which involve human subjects as participants, the Principal Investigator shall treat all persons in accordance with all applicable laws, regulations and guidelines including where applicable the World Medical Association Declaration of Helsinki and the Guidelines of Good Clinical Practice.
- 3.7 You must ensure that any element of the Grant Activities that involves the use of animals, whether conducted within or outside the United Kingdom, is, as a minimum standard, carried out in accordance with the principles of UK legislation, in particular the [Animals \(Scientific Procedures\) Act 1986](#), as may be amended from time to time.
- 3.8 Where the Grant Activities involve the use of animals, you are expected to comply with the "3Rs" principles set out in the guidance from the National Centre for the Replacement, Refinement and Reduction of Animals in Research ([NC3Rs](#) – www.nc3rs.org.uk). In this regard, you must make every effort to:
 - 3.8.1 replace the use of live animals with non-animal alternatives;
 - 3.8.2 use the simplest possible, or least sentient, species of animal;
 - 3.8.3 reduce the number of live animals used in research; and

- 3.8.4 where the use of live animals is necessary, refine procedures to ensure distress and suffering of any animal is avoided wherever possible.
- 3.9 You are responsible for ensuring that a safe working environment is provided for all individuals associated with the Grant Activities, and you must meet all regulatory and legislative requirements as recommended by the Health and Safety Executive.
- 3.10 You are responsible for ensuring the Principal Investigator fulfils the time commitment to the Grant as set out in the Application. Changes to the agreed time commitment must be communicated to us and must not come into effect until you have our written consent.

4. MANAGEMENT OF THE GRANT AND REPORTING

- 4.1 By signing the Award Letter, you are accepting the Terms and Conditions of Award, and agree to abide by the conditions set out. We will not make any payment until we receive a copy of the Award Letter signed by you and the Principal Investigator.
- 4.2 The proposed start date will be included in the Award Letter and you and the Principal Investigator will confirm the actual start date at the time of signing the Award Letter. The Grant Activities must be started as soon as possible as indicated in the Award Letter. If you do not start the Grant Activities within the timeframe outlined in the Award Letter, we reserve the right to withdraw the offer of the Grant.
- 4.3 The Grant will be based on the Project Budget as stipulated in the Application or as may be amended by way of schedule to these Standard Grant Conditions. The Project Budget shall not be increased on an annual basis, and for the avoidance of doubt, there will be no obligation on us to fund or reimburse any increased pay awards, bonuses, merit awards or to fund any other changes to staff salaries or remuneration.
- 4.4 The Grant will be payable in arrears, based on actual expenditure incurred by you and submitted by way of a Claim Form, twice annually to us. The Claim Form shall detail all costs incurred by you and/or the Principal Investigator in the previous six-month period. Claim Forms shall be accompanied by invoices or other documentation which adequately supports the expenditure being claimed.
- 4.5 All payments will be made to you in Pounds Sterling, unless specifically provided otherwise in the Award Letter (which shall also set out how exchange rates will be calculated, if applicable).
- 4.6 We expect the Grant Activities to be completed by the end of the Grant Period, and you must inform us as soon as practicable if this is unlikely to be achieved. In exceptional circumstances, we may extend the Grant Period subject to such additional obligations as we consider appropriate.
- 4.7 You must ensure that:
- 4.7.1 the Grant is used only for the Grant Activities; and
- 4.7.2 the Grant Activities are supported by adequate and appropriate resources and facilities throughout the Grant Period.
- 4.8 You and/or the Principal Investigator must notify us in writing if you or the Principal Investigator intend to make a significant change to the scope, aims or methodology of the Project. Such notice should contain details of the proposed changes and your assessment of the impact they are likely to have on the Project. Neither you nor the Principal Investigator must carry out any Grant funded research activity on the basis of the proposed changes until you have received our written consent to do so. We will not unreasonably withhold our consent to any changes proposed under this Clause 4.8.
- 4.9 You must tell us at once if there are any factors that may adversely affect the Grant Activities or compliance with the Terms and Conditions. Such factors may include, but are not limited to, suspicion of or actual fraud, corruption or financial impropriety, or any change to your or the

Principal Investigator's status, or the status of any other person contracted to carry out any of the Grant Activities, including suspension from duty or dismissal due to research misconduct, bullying or harassment or illness for a period of more than two weeks.

- 4.10 You and the Principal Investigator are responsible for ensuring that we are sent scientific progress reports at least on an annual basis and end of grant report, in accordance with the reporting schedule, template, and tools as we shall provide to you. We reserve the right to review these progress reports and will notify you if they are not acceptable to us, including in such notification the reasons for our determination. We may also request amendments to the reports and/or additional supplementary reports.
- 4.11 Failure to submit any of the requested reports will jeopardise the continuation of the Project and the final amount of the Award will not be paid until we are satisfied with the final report.
- 4.12 We may fund the Grant through restricted or co-funding arrangements made available to us by third parties. Such funding arrangements may be provided following the start of the Grant Period. In such circumstances, we may amend the reporting requirements set out in these Standard Grant Conditions (including the timing, frequency or content of such reports).
- 4.13 If we require reports via Researchfish, the Principal Investigator must provide updates on the outcomes of a Grant, as requested, for up to five (5) years after the end of the Grant Period.
- 4.14 You must allow us, at our expense and on reasonable notice, to visit you and/or the Principal Investigator and to meet with you (and any employees, sub-contractor or third parties involved in the Grant Activities) in order to assess the progress of the Grant Activities and to determine if any changes to the Terms and Conditions are, in our view, necessary. We will notify you of any such changes as soon as practicable after a decision to implement them has been made.
- 4.15 You must send us financial reports as set out in the Award Letter or as we request, and the Final Expenditure Report within three months of the Grant end date.

5. EMPLOYMENT

- 5.1 We do not employ the Principal Investigator or any other participant in the Grant Activities. It is your responsibility to issue any necessary contracts of employment in relation to the Grant, and to comply with any relevant employment law and regulation, including your duty of care as an employer. We do not accept any responsibility for any claims for which you may be liable as an employer or otherwise.
- 5.2 Unless otherwise stipulated in the Award Letter, the Principal Investigator must be your employee for the duration of the Grant Period, and you must inform us without delay if at any point the Principal Investigator's contract of employment is terminated, if he or she is suspended or if he or she has given, or has been given, notice of termination, irrespective of the reason(s).
- 5.3 You must ensure that all Research Personnel hold the necessary academic and/or professional qualifications and receive all training appropriate to their duties.
- 5.4 You must ensure that you have written contracts in place with all Research Personnel (whether contracts of employment or otherwise) under which such Research Personnel:
 - 5.4.1 assign all rights they may have in any present or future Grant-Funded IP to you; or
 - 5.4.2 are required to transfer by any other means all rights they may have in any present or future Grant-Funded IP to you.
- 5.5 You must ensure that Research Personnel have the benefit of adequate resources and facilities to support them in carrying out the Grant Activities.
- 5.6 In employing individuals to participate in the Grant Activities (whether under a formal contract of employment or otherwise) you are expected to adopt the principles, standards and good practice

for management of research staff set out in the [Concordat to Support the Career Development of Researchers \(2019\)](#), as amended or supplemented from time to time.

- 5.7 We reserve the right to request copies of contracts of employment, service contracts or any other written agreement, together with all related employee handbooks or policies, under which you engage the Research Personnel to work on the Grant Activities.
- 5.8 We will not reimburse the costs of paid maternity, paternity or adoption leave for any Research Personnel or employees or other individuals who are paid salaries from the Grant. We will also not reimburse the costs of paid leave for any Research Personnel or employees or other individuals due to illness. In some instances, with our prior written permission, a Grant may be used to cover the cost of replacement staff members who are absent due to maternity, paternity, adoption leave or long term sick leave.
- 5.9 You must notify us immediately if the Principal Investigator or any key Research Personnel is absent from work for more than four weeks (other than for planned vacation or other approved absence) and you must notify us of the reason for absence.

6. AUDIT AND FINANCIAL ADMINISTRATION

- 6.1 You must ensure that all expenditure relating to the Grant Activities is properly documented and provide all books and records of such expenditure to us promptly on request.
- 6.2 You must ensure that you have in place formal standards, procedures, and audit and control arrangements, including those for monitoring and preventing fraud, tax evasion, bribery or any other corrupt practices, and that expenditure relating to the Grant Activities is controlled in accordance with these arrangements.
- 6.3 We reserve the right to ask for confirmation from your external auditors (if any) that such external auditors have signed their opinion on your annual accounts without qualification and that the management letter (or similar) from the auditors raises no matters that did, or could, affect significantly the administration of the Grant.
- 6.4 You must account for all income and expenditure related to the Grant through a separate cost centre (or project code), and no amount of the Grant may be vired between accounts or budget headings without our prior written consent.
- 6.5 You must send us financial reports as we may request in our absolute discretion from time to time. Failure to provide such financial reports will mean that neither you, the Principal Investigator nor any institution associated with either of you will be able to apply for or be considered for funding from us until we receive the reports.
- 6.6 You must allow us, at our expense and on reasonable notice, to audit your accounts, records, systems and facilities in relation to the Grant.
- 6.7 You must give reasonable assistance to us in complying with our legal requirements relating to accounts, audit or examination of accounts, annual reports and annual returns.
- 6.8 Where you work with a third party to carry out the Grant Activities, you must ensure that all contractual arrangements, including financial arrangements, are managed bilaterally between you and the third party. Where you have agreed to pay any amount of the Grant to a third party as part of the Project, that third party will need to submit invoices to you directly in order for you to compile one single claim covering all costs incurred in respect of the relevant period. Under no circumstances will we provide funding directly to a third party.
- 6.9 You must ensure that you are able to audit the activities of any third-party collaborator, to the extent such activities relate to the Grant, in such a way that you are able to comply with your obligations to us.

- 6.10 We reserve the right to request from you any residual part of the Grant that has not been spent at the time of completion of the Grant Activities, as well as any part of the Grant used in breach of the Terms and Conditions. Any funds not claimed or reimbursed within six months of a Grant Year or remaining at the end of the Grant may not be claimed by you and will be used by us against future funding of research awards. In exceptional circumstances, at our discretion and with our written consent, we may permit you to use any unclaimed amount of the Grant in a later Grant Year where you have provided us with details of how such funds will be spent in order to further the Grant Activities.
- 6.11 We will not be responsible for any expenditure on the Grant Activities which exceeds the amount of the Grant, or any costs arising from any organisational restructuring carried out by you which affects the Grant Activities.
- 6.12 You must hold a bank account in the currency specified in the Award Letter with a bank that is acceptable to us, and tell us of any changes to these details during the Grant Period.

7. EQUIPMENT

- 7.1 You must have in place clearly defined procedures for the procurement of equipment, and must ensure that any Grant-Funded Equipment is purchased in accordance with such procedures in a manner that delivers value for money, is used for the Grant Activities, and is adequately maintained and insured for all appropriate risks.
- 7.2 You have responsibility for the ongoing costs relating to any Grant-Funded Equipment, including maintenance and insurance costs, and including the replacement of worn, damaged or lost parts and shall make good any damage to the Grant-Funded Equipment at your own expense.
- 7.3 Save for any piece of equipment already requested under the "Equipment" budget heading in the Application, our written consent is required before you use the Grant to fund the purchase of any equipment with a cost in excess of £10,000. We consider such equipment to be a major capital expense and as such its purchase will rarely be an appropriate use of a Grant.
- 7.4 You may not use Grant-Funded Equipment for any purpose other than the Grant Activities, including if you wish to charge, hire, lend or dispose of it, without our express written permission. We reserve the right to determine whether or not such Grant-Funded Equipment can be disposed of, and to claim the proceeds of any sale.

8. PUBLICATION AND PUBLICITY

- 8.1 You and the Principal Investigator undertake to assist us in publicising as widely as possible our Grants and progress made from the scientific research supported by us.
- 8.2 We may use the contents of the Application (including details of staff named in the Application, their qualifications and employment history), scientific progress reports, final and any interim financial reports, in such manner as we see fit. Subject to any duty of confidentiality in respect of any information contained therein, we may copy, publish and distribute the Application and such reports (or any part of them) anywhere in the world without payment to you or the Principal Investigator. Where we copy, publish or distribute material under this Clause 8.2, we will to the extent reasonable and practicable acknowledge any source documents.
- 8.3 Both you and the Principal Investigator must acknowledge the financial assistance of the Grant in all reports, publications, media releases and communications materials concerning the Grant Activities, using "MQ; Transforming Mental Health" as its full title and grant reference number.
- 8.4 You and/or the Principal Investigator must notify [us](#) , and provide advance copies of releases, at least 10 working days before any such publication, media release or communication and, if so requested by us, delay any presentation, publication or communication to enable protection of any Grant-Funded IP or for any other reason.

- 8.5 We support open access to research findings. All research publications relating to the Grant Activities which are accepted for publication must be deposited in accordance with our Open Access policy, to be made freely available as soon as possible and in any event no later than six months from the date of final publication.
- 8.6 You must contact us immediately if you become aware of anything related to the Grant that may have an adverse reputational impact on you, us, the Principal Investigator or any third party involved in the Grant Activities.
- 8.7 We will provide our logos and those relating to the grant scheme pursuant to which this Award is made and other relevant logos or branding which shall be used on all materials in the dissemination of findings from the Project and in compliance with guidance provided by us.
- 8.8 You will display a weblink from its website to our website (www.mqmentalhealth.org)
- 8.9 The Principal Investigator shall, on request, act as an external referee for us to help assess other grant applications and/or act as a mentor on future funding programmes and help promote the work that we do as required.
- 8.10 The Principal Investigator, and any named member of Research Personnel, shall at our reasonable request participate in any interviews, podcasts, or social media activities, and shall attend events, in order to promote the work that we do. The Principal Investigator shall meet with donors and trustees of MQ and MQ Foundation ("MQF") in order to provide progress updates and communicate outcomes of the Grant, every six months within the Grant Year. This is an opportunity for stakeholders and donors to meet the Principal Investigator and discuss beyond formal written updates how the work is progressing and future plans. These meetings will be arranged through MQ.
- 8.11 You must allow grantors and trustees of MQ and MQF, at our/their expense and on reasonable notice, to visit you and/or the Principal Investigator and to meet with the Principal Investigator in order to assess the progress of the Grant Activities.

9. INTELLECTUAL PROPERTY

- 9.1 In agreeing to accept a Grant subject to the Terms and Conditions, you confirm that you acknowledge and support the protection and exploitation of intellectual property in order to promote healthcare benefit and to facilitate biomedical research for the benefit of the public.
- 9.2 You must have in place reasonable procedures for the identification, protection, management and exploitation of any Intellectual Property generated as part of the Grant Activities (particularly where any Grant Activities are delegated to, or involve collaboration with, third parties).
- 9.3 Where Grant-Funded IP is developed by a third party collaborator, you must ensure that such Grant-Funded IP is assigned or otherwise transferred to you as soon as practicable in accordance with the terms of such third party's engagement (please see in this regard Clause 5.4).
- 9.4 You are expected to make any Background IP available for use as part of the Grant Activities, but title to all Background IP will remain with you.
- 9.5 Where a third party (for example a member of Research Personnel) introduces Background IP to the Grant Activities, title to such Background IP will remain with the relevant third party.
- 9.6 You must inform us without delay of any Grant-Funded IP which is capable of exploitation either by direct adoption into healthcare provision or via commercialisation.
- 9.7 All Grant-Funded IP shall remain your property. You hereby grant to MQ an irrevocable, non-exclusive, royalty-free licence to use all Grant-Funded IP, and to use any necessary Background IP, for academic, educational, research, and charitable purposes. MQ shall have the right to transfer and/or sublicense such licence on the same terms to MQF and to donors, solely for their respective educational and charitable purposes. MQ will make reasonable efforts to ensure that research results developed through the Fellowship Program are made publicly accessible to the fullest extent possible under these terms and conditions.

- 9.8 You must seek our written consent to any commercial use of, or granting to any third party any exploitation rights over, the Grant-Funded IP. Any such exploitation shall be subject to the provisions of any Revenue Sharing Agreement we have with you, or (if there is no such agreement) our revenue sharing policy from time to time.
- 9.9 Where we do not have a Revenue Sharing Agreement with you or a relevant policy then the net revenue (after deduction of direct costs and taxes) shall be shared as follows: half to you and half to us.
- 9.10 You may, with our prior written consent, grant Research Personnel an irrevocable, non-transferable, royalty-free licence to use the Grant-Funded IP for academic and research purposes.
- 9.11 If you:
- 9.11.1 fail to maintain, protect, defend or enforce the Grant-Funded IP where reasonable and in circumstances where we have expressly advised you to do so;
 - 9.11.2 notify us in writing that you have decided at any time not to exploit commercially any Grant-Funded IP; or
 - 9.11.3 do not protect, manage or exploit any Grant-Funded IP to our reasonable satisfaction,
- then we reserve the right by giving you six months' notice to protect, manage and exploit such Grant-Funded IP ourselves, and to have such Grant-Funded IP assigned to us in whole or in part (the costs of such assignment to be borne by you).
- 9.12 If we decide to exercise our right to exploit the Grant-Funded IP, you must assist, and must procure that any relevant third-party assists, us in relation to the commercialisation and exploitation of the Grant-Funded IP.
- 9.13 We reserve the right to seek redress and appropriate financial compensation in the event of non-compliance with this clause.
- 9.14 This clause shall survive expiry or termination of the Terms and Conditions for whatever reason.

10. LIABILITY

- 10.1 We do not accept any responsibility for financial or other liability incurred by you, the Principal Investigator or any third party involved in the Grant Activities.
- 10.2 Our total liability arising under or in connection with this Grant or arising from or in connection with any breach or non-performance by us, shall be limited to the amount of the Grant.
- 10.3 You will maintain suitable liability and any other adequate levels of insurance in respect of the activities undertaken in connection with the Project.
- 10.4 Nothing in these Terms and Conditions shall limit or exclude the liability of either party for fraud and/or fraudulent misrepresentation or death or personal injury caused by the negligence of the party seeking to rely on the exclusion or limitation.

11. VARIATION, TERMINATION, SUSPENSION AND TRANSFER

- 11.1 We reserve the right to amend these Standard Grant Conditions, the Policies, or any terms included in the Award Letter, at any time. Any changes to the Standard Grant Conditions or the Policies will be placed on our website and notified to you in writing, and any changes to the terms of the Award Letter will be set out in a supplementary letter.
- 11.2 We will consider extensions of the Grant Period of up to twelve months (at our discretion) provided that the Grant will not be increased save in exceptional circumstances. Any extension must be applied for in writing as specified by us, not less than three months prior to the end of the Grant Period. We have the right to suspend the Project and the payment of the Grant if:

- 11.2.1 the Principal Investigator or other member of Research Personnel is absent for any reason for more than four weeks
 - 11.2.2 the Principal Investigator or member of Research Personnel leaves the research team working on the Project
 - 11.2.3 there are any allegations of impropriety including, but not limited to, scientific fraud, harassment or otherwise, whilst an investigation is carried out, or when you are in breach of any of the Terms and Conditions
- 11.3 We may terminate the Grant with immediate effect in the following circumstances:
- 11.3.1 the Principal Investigator is no longer employed by or otherwise associated with you, and an alternative lead researcher cannot be found;
 - 11.3.2 you or any person working on the Grant Activities brings our reputation into disrepute;
 - 11.3.3 you and the Principal Investigator fail to seek our consent to a significant change to the scope, aims or methodology of the Project in accordance with Clause 4.8, but you or the Principal Investigator continue to use the Grant to carry out research activities on the basis of such a change, outside the agreed terms of the Project;
 - 11.3.4 you are in breach of the Terms and Conditions and such breach (if capable of remedy) has not been remedied within 30 days of the date of the breach;
 - 11.3.5 there is any significant divergence from the original aims and directions of the Grant Activities which is, in our reasonable opinion, likely to affect the overall delivery of the Project;
 - 11.3.6 we no longer have the capacity to fund the Project, including (without limitation) in circumstances where we have entered into administration or some other insolvency process; or
 - 11.3.7 you or the Principal Investigator have given notice pursuant to Clause 11.8 that you wish to transfer the Grant to a successor institution but such successor institution has not agreed to a novation of the Grant in terms satisfactory to us.
- 11.4 In the case of termination pursuant to Clause 11.3.2, you shall repay the full amount of the Grant paid to you at the point of termination, and in the case of termination pursuant to any other provision of Clause 11.3, you shall repay any part of the Grant which is unspent as at the date of termination, save that in the case of termination pursuant to 11.3.3, you shall repay the full amount of the Grant which was spent from the date on which the change(s) described in that sub-clause took effect.
- 11.5 In addition to the above, we reserve the right to terminate or suspend the Grant at any time in our absolute discretion on 90 days' notice.
- 11.6 Where we have not received any scientific progress report in accordance with the agreed reporting schedule in a form acceptable to us, we shall be under no obligation to make any further payment to you and the Grant shall be suspended, until a report in a form satisfactory to us has been received.
- 11.7 You and/or the Principal Investigator must immediately notify us if the Principal Investigator plans to, or takes up an offer of employment with another institution, and consent must be given by us, in writing, to allow the transfer of the Grant (or the remainder of it) to the successor institution. Subject to our consent, the successor institution must undertake responsibility for continuing the administration of the Project under the Terms and Conditions and/or any other terms that we agree with the successor institution which must be set out in a Novation Agreement. If the successor institution does not agree the proposed terms upon which the Grant can be transferred, you will remain responsible for full performance of your duties and obligations under the Terms and Conditions.

11.8 The Principal Investigator and you must give no less than six weeks' written notice of the request to transfer the Grant to a successor institution pursuant to Clause 11.7. Failure to comply with this clause will be deemed a material breach of the Terms and Conditions.

11.9 Any Grant-Funded Equipment will transfer to the successor institution if we have authorised the novation of the Grant; the equipment will then become the property and responsibility of the successor institution.

12. ASSIGNMENT

12.1 You may not, without our prior written consent, assign, transfer, charge, mortgage, sub-contract or deal in any other manner with all or any of your rights or obligations under this Grant.

13. THIRD PARTY RIGHTS

13.1 A person who is not a party to this Grant, shall not have any rights under or in connection with it.

14. GOVERNING LAW AND JURISDICTION

14.1 The Terms and Conditions, and any dispute or claim arising out of, or in connection with them (including non-contractual disputes or claims) will be governed by and construed in accordance with the laws of England and Wales.

14.2 In entering into the Terms and Conditions you acknowledge that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with them.

14.3 If any provision of the Terms and Conditions is found by a court or other legitimate body to be illegal, invalid or unreasonable, it will not affect the remaining provisions which will continue in force.