



HEALTH RESEARCH BOARD

GENERAL TERMS AND CONDITIONS (May 2010 Edition) FOR RESEARCH AWARDS

**Health Research Board
73 Lower Baggot Street
Dublin 2**

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1. Definitions

In these Regulations,

- 1.1 "Acceptance Documentation" means the documentation to be completed/executed by the Host Institution and where relevant, the Principal Investigator as specified in the Grant Letter.
- 1.2 "Annual Report" means the report to be submitted by the Host Institution to the HRB in accordance with clause 6.1.
- 1.3 "Application" means the application submitted by or on behalf of the Host Institution, all documents attached thereto and all other documentation furnished to the HRB prior to the issuing of the Grant Letter.
- 1.4 "Asset" means any asset, including buildings or equipment, acquired, generated or established directly or indirectly in connection with the Grant Funded Activities or any part of them.
- 1.5 "Budget" means the budget (if any) identified in the Grant Letter and any binding variation.
- 1.6 "Business Day" means a day which is not a Saturday or a Sunday or public holiday in Ireland on which banks in Dublin are generally open for business.
- 1.7 "Commencement Date" means the date referred to in Clause 17.1.1 or 17.1.2 as the case may be.
- 1.8 "End-of-Grant Report" means the report to be furnished by the Host Institution to the HRB in accordance with clause 6.1.
- 1.9 "Financial Records" means such ledgers, bank statements, accounts, invoices, vouching documentation, authorities, directions and also instructions to auditors, accountants, banks and other servants or agents of the Host Institution and any other papers in both paper and electronic form which may be reasonably necessary to enable the HRB exercise its rights of audit and to satisfy the HRB that the Host Institution has complied with the Grant Conditions.
- 1.10 "General Terms and Conditions" means the terms, conditions, warranties and obligations set out in this document and the schedules hereto together with any binding variation.
- 1.11 "Grant" means the grant awarded by the Grant Letter.
- 1.12 "Grant Conditions" means collectively the Application, the Acceptance Documentation the Grant Letter and the appendices thereto (including these General Terms and Conditions).
- 1.13 "Grant Funded Activities" means the activities in respect of which the Grant is awarded as set out in the Grant Letter.
- 1.14 "Grant Letter" means the letter issued by the HRB to the Host Institution awarding a Grant and all documents ancillary thereto.
- 1.15 "Host Institution" means the body or person to whom a Grant Letter is addressed.
- 1.16 "HRB" means the Health Research Board established under S.I. No. 279 of 1986 as amended.
- 1.17 "Intellectual Property" means all intellectual property produced in connection with the Grant Funded Activities including copyrights, patents, design rights, trade secrets, confidential information, trademarks, trade names, domain names, service marks, utility models, moral rights, topography rights, rights and databases and know-how in all cases whether or not registered or registrable and including registrations and applications for registration of any of these rights and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world.

- 1.18 "Intellectual Property Guidelines" means the Funding Agencies Requirements and Guidelines for Managing Research Generated Intellectual Property 2006 which is available on the HRB's website (www.hrb.ie/IPguidelines) as same may be amended from time to time.
- 1.19 "Interim Report" means the report to the submitted by the Host Institution to the HRB in accordance with Clause 6.2.
- 1.20 "Misconduct" means fabrication (including without limitation the making up of data or results and recording or reporting them), falsification (including but not limited to manipulating research materials, equipment or processes or changing or omitting data or results such that the research is not accurately represented in the research record), plagiarism (the appropriation of another person's ideas, processes, results or words without giving appropriate credit) or other serious deviation from accepted practices.
- 1.21 "Principal Investigator" means the individual employed or otherwise engaged by the Host Institution nominated as such by the Host Institution and named in the Grant Letter and in the case of a Fellowship Grant means the individual named in the Grant Letter.
- 1.22 "PubMed Central" means a free digital archive of biomedical and life science journal literature operated by the National Centre for Biotechnology Information, a division of the US National Library of Medicine.
- 1.23 "Subject Invention" means any invention or process conceived or first actively reduced to practice in the performance of the Grant Funded Activities.
- 1.24 "Team" means the Principal Investigator, staff, students, visiting researchers and others employed, involved or otherwise engaged by the Host Institution for the purposes of the Grant Funded Activities.
- 1.25 "Term" means the period specified in the Grant Letter commencing on the Commencement Date.
- 1.26 "UK PubMed Central" means a UK counterpart of PubMed Central developed by the Wellcome Trust and other funders (www.ukpmc.ac.uk).

2. **Interpretations**

- 2.1 All references to a statutory provision shall be construed as including references to:-
- 2.1.1 Any statutory modification, consolidation or re-enactment (whether before or after the date of the Grant Letter) for the time being in force.
- 2.1.2 All statutory instruments, regulations or orders from time to time made pursuant thereto.
- 2.1.3 Any statutory provisions of which a statutory provision is a modification, consolidation or re-enactment.
- 2.2 Any reference to a person shall be construed as a reference to an individual, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing.
- 2.3 Any reference to the HRB includes, where appropriate, its successors and assigns.
- 2.4 Except where the context otherwise requires words denoting the singular include the plural and vice versa and words denoting any one gender shall include all genders.
- 2.5 Where any word or phrase is given a defined meaning any other form of that word or phrase has the corresponding meaning.

- 2.6 Where any party to a Grant Letter is more than one person the obligations, terms and conditions therein contained on the part of any such party shall be construed and take effect jointly and severally and the act or default of any one of them shall be deemed to be act or default of each of them.
- 2.7 Headings are for convenience of reference only and do not affect the construction or interpretation of any provision.
- 2.8 In the case of conflict between the special conditions specified in the Grant Letter and the General Terms and Conditions then the special conditions shall prevail.

3 Acceptance Documentation

- 3.1 The Acceptance Documentation completed to the satisfaction of the HRB must be received by the HRB on or before the date specified in the Grant Letter and if not received by that date the offer of the Grant shall lapse.
- 3.2 No payment in respect of the Grant shall be made prior to receipt of the Acceptance Documentation.
- 3.3 The Host Institution acknowledges that the HRB is not and shall not be deemed a sponsor within the meaning of The European Communities (Clinical Trials on Medicinal Products for Human Use) Regulations, 2004.

4 Payment of Grant

- 4.1 The HRB shall pay the Grant to the Host Institution at the times and in the manner set out in the Grant Letter subject to compliance with any conditions precedent set out in the Grant Letter and compliance with the Grant Conditions.
- 4.2.1 If the costs incurred by the Host Institution in carrying out the Grant Funded Activities amount to less than the maximum amount of the Grant, the HRB shall be obliged to pay only such amount as may be necessary to discharge the actual costs.
- 4.2.2 The Host Institution shall be obliged to repay to the HRB within thirty days of demand any amounts of Grant monies paid and not used to discharge actual costs.
- 4.2.3 If the costs incurred by the Host Institution exceed the amount of the maximum Grant such excess shall be borne by the Host Institution.
- 4.3 The HRB shall have the right to seek reimbursement in the event of an overpayment of the Grant including the right to set off such overpayment against further payments of the Grant or any other grant from the HRB to the Host Institution.
- 4.4 Any part of the Grant that remains unused or uncommitted at the end of the Term or earlier termination of this Agreement shall be returned to the HRB within sixty days of such end or earlier termination.
- 4.5 Any foreign exchange loss arising on the payment of the Grant or any part of it shall be borne in full by the Host Institution and any gain shall be for the account of the HRB.

5 Financial Records and Other Records

- 5.1.1 The Host Institution shall maintain separate Financial Records for the Grant identified by a reference code which is specific to the Grant and all costs and income properly relating to the Grant (including without limitation all disbursements of Grant monies) shall be accounted for through them.
- 5.1.2 The Financial Records shall be maintained in accordance with good accounting practice.

- 5.1.3 The Host Institution shall maintain such other records as may be reasonably necessary or as may be reasonably required by the HRB to satisfy the HRB that the Host Institution has complied with all of the Grant Conditions including without limitation records relating to evaluations of the outputs, outcomes, impacts and other results of the Grant Funded Activities.
- 5.1.4 All such records shall be maintained in paper and electronic form and shall be to the satisfaction of the HRB including without limitation the quality of the information contained in them.
- 5.2 The Host Institution shall ensure that in any agreement it may enter into with a third party in relation to the co-funding of the Grant Funded Activities it reserves or provides for the right of the HRB or any other body or individual appointed by it to inspect the Financial Records and other records as aforesaid.
- 5.3 The Host Institution shall retain or arrange for the retention of the Financial Records and other records referred to above in both paper and electronic form and shall make them available to the HRB or its authorised representatives upon seven days notice during the Term and for a period of seven years following submission of the End-of-Grant Report or for such longer period as the HRB may require whether they are located on premises owned or occupied by the Host Institution or otherwise.
- 5.4 The HRB or its authorised representative(s) shall be entitled to enter any premises owned or occupied by the Host Institution or over which the Host Institution have control or right of access in which any Grant Funded Activity is being conducted and/or the Financial Records or other records are being stored for the purposes of inspecting the premises, observing procedures, inspecting the Financial Records and other records and doing all things necessary to satisfy itself that the Host Institution has complied with all of the Grant Conditions.

6 Reports/Certification

- 6.1.1 The Host Institution shall furnish an Annual Report to the HRB by 31 May in each year of the Term save where that date is within six months of the Commencement Date in which event the first Annual Report shall be furnished by 31 May in the next following year. Where the Grant Funded Activities cease within the six months following 31 May in any year an Annual Report in respect of the period to that 31 May will not be required.
- 6.1.2 The Host Institution shall furnish an End-of-Grant Report to the HRB within sixty days of the cessation of the Grant Funded Activities.
- 6.2 The Host Institution shall furnish to the HRB at such other times and within such periods as it may reasonably require an Interim Report.
- 6.3 All such reports shall be in the form or template (if any) prescribed by the HRB from time to time and shall contain such information as the HRB may reasonably require and shall be completed to the satisfaction of the HRB.
- 6.4 The Host Institution shall, if so required by the HRB, procure that any report required pursuant to this clause 6 is audited by the Host Institution's auditors at the expense of the Host Institution.
- 6.5 The HRB shall be entitled as often as it may reasonably require to have any such report audited at its expense by its nominated auditors and the Host Institution shall fully co-operate with such auditors and shall allow them full access to all Financial Records and other records referred to above and all statistical, administrative, scientific and other relevant supporting papers and records in both paper and electronic form.
- 6.6 The Host Institution shall furnish to the HRB within such period as may reasonably be required by it such further information as it may reasonably request following receipt by the HRB of an Annual Report, an Interim Report or the End-of-Grant Report including but not limited to information for the purpose of evaluating the inputs, outputs and results of the Grant Funded Activities.

- 6.7 The HRB shall be entitled to suspend payment of any part of the Grant and/or refuse to consider any proposal or application for another grant by or on behalf of the Host Institution for so long as any of the reports referred to in clauses 6.1 or 6.2 above or any audited report referred to in clause 6.4 above or any additional information requested in relation to any such report or request pursuant to clause 6.6 above or otherwise is outstanding or any condition referred to in clause 8.2.12 is not implemented.
- 6.8 The HRB reserves the right to impose financial sanctions as follows:-
- 6.8.1 If the Host Institution fails to furnish an Annual Report or an Interim Report in accordance with Clauses 6.1 and 6.2 the HRB shall be entitled to reduce the Grant by such amount as it may in its sole discretion consider appropriate subject to a maximum reduction of twenty percent of the Grant.
- 6.8.2 If the Host Institution fails to furnish the End-of-Grant Report in accordance with Clause 6.1, the HRB shall be entitled to recover from the Host Institution as a simple contract debt all or in its sole discretion part of the Grant monies paid to the Host Institution.
- 6.9 The Host Institution shall furnish at such times as the HRB may require certification by the Principal Investigator of compliance with the Policy on Usage of HRB Overheads set out in the First Schedule hereto and the Policy on Reallocation of Grant Budgets set out in the Second Schedule hereto.

7 Warranties

- 7.1 The Host Institution warrants that:-
- 7.1.1 It has full power and authority and all necessary resources to carry out the Grant Funded Activities and to comply with the provisions of and perform all of its obligations under the Grant Conditions.
- 7.1.2 The acceptance of the award of Grant has been executed by its duly authorised representative with full power and authority to bind it.
- 7.1.3.1 It has obtained or will obtain all necessary consents, approvals, authorisations, licences and permissions which are required to enable it comply with its obligations under the Grant Conditions;
- 7.1.3.2 It shall throughout the Term maintain all such consents, approvals, authorisations, licences and permissions and shall not commit any act or omission which might invalidate, breach or otherwise impair the effect of any of them.
- 7.1.4 Every statement, representation or information provided in the Application, any documents furnished therewith, any Annual Report, End-of-Grant Report or Interim Report or financial statement is or will be true, complete and accurate.
- 7.1.5 If relevant, it is registered with the Commissioners for Charitable Donations and Bequests and has charitable status approved by the Revenue Commissioners.
- 7.1.6 It is authorised by its Constitution/Memorandum and Articles of Association to carry out the Grant Funded Activities.
- 7.1.7 There is no other information of which the Host Institution or its agents is aware that is relevant to the Application or the interests of the HRB concerning the Application or the Grant.

8 **Responsibilities of the Host Institution**

- 8.1 The Host Institution has full responsibility for the Grant and the Grant Funded Activities and for adherence by the Principal Investigator and the Team with the Grant Conditions.
- 8.2 The Host Institution shall, without limiting the generality of the foregoing:-
- 8.2.1 Comply in full with the Grant Conditions;
 - 8.2.2 Use the Grant monies solely and entirely for the Grant Funded Activities and for no other purpose whatsoever and strictly in accordance with the Budget.
 - 8.2.3 Comply in full with the Policy on Usage of HRB Overheads set out in the first schedule hereto and the Policy on Reallocation of Grant Budgets set out in the second schedule hereto.
 - 8.2.4 Perform or ensure that the Grant Funded Activities are performed with due skill, care and diligence and by appropriately qualified personnel and are completed within the Term.
 - 8.2.5 Ensure that all monies claimed and paid are allowable, necessary and reasonable for the conduct of the Grant Funded Activities.
 - 8.2.6 Ensure that the Principal Investigator receives a copy of the Grant Conditions and any subsequent binding variations and procure that the Grant Funded Activities are carried out under the supervision of the Principal Investigator.
 - 8.2.7 Ensure that the Principal Investigator and the Team fully comply with the obligations on the part of the Host Institution contained in the Grant Conditions.
 - 8.2.8 Ensure that all members of the Team are sufficiently qualified or will receive training appropriate for their duties including health and safety training.
 - 8.2.9 Ensure that appropriate direction and supervision of the Team is provided.
 - 8.2.10 In the event that the Grant Funded Activities involve patient contact, ensure that the appropriate medical indemnity insurance is in place.
 - 8.2.11 Take part in and ensure that the Principal Investigator takes part in a review or reviews of the progress of the Grant Funded Activities, its organisation and financing and any other relevant issues when so required by the HRB.
 - 8.2.12 Implement and ensure that the Principal Investigator implements any conditions for the continuation of the Grant made by the HRB arising out of any such review or out of any report furnished pursuant to clause 6.
 - 8.2.13 Comply with all relevant statutory requirements, regulatory requirements, regulations and bye-laws relating to the Grant and the Grant Funded Activities including without limitation all such relating to the employment, involvement or engagement of the members of the Team.
 - 8.2.14 Not accept or receive funding for the same Grant Funded Activities from any other source unless previously approved of in writing by the HRB.
 - 8.2.15 Not enter into any agreement with any third party relating directly or indirectly to the Grant Funded Activities without the prior written consent of the HRB and shall not in any material respect alter or amend any such agreement without the further written consent of the HRB.

- 8.2.16 Pay interest on such monies, if any, as may from time to time be payable by the Host Institution to the HRB hereunder at the rate from time to time specified pursuant to Section 1080 of the Taxes Consolidation Act, 1997 such interest to be payable within fourteen days of a written demand and to be in respect of the period from the date of the demand to the date of actual payment.
- 8.2.17 Ensure that it has not contractually committed to any party for the supply of services or entered into any contract for services or for the supply or provision of an Asset without ensuring such obligation or commitment is conditional on HRB Grant monies and further that such obligation or commitment contains a provision for termination in the event of the Grant monies being no longer available for any reason whatsoever.
- 8.2.18 Not alter the principal objects provision of its Constitution/Memorandum and Articles of Association without the prior written consent of the HRB.
- 8.3 The Host Institution shall notify the HRB of any of the following matters;-
- 8.3.1 The achievement or occurrence of any milestones/objectives in the Grant Funded Activities identified in the Grant Letter.
- 8.3.2 The conception or creation of any Subject Invention by any member of the Team in the course of their employment, involvement or engagement in the Grant Funded Activities or deriving directly or indirectly from the use of or access to the knowledge of the Grant Funded Activities of which the Host Institution is or ought to have been aware.
- 8.3.3 Any proposed change in the objectives of the Grant Funded Activities (which proposed change for the avoidance of doubt shall not be made without the written consent of the HRB).
- 8.3.4 Any material adverse occurrence or anticipated occurrence relating to the Grant Funded Activities.
- 8.3.5 If the Principal Investigator or any other member of the Team:-
- 8.3.5.1 has devoted or intends to devote substantially less effort to the Grant Funded Activities;
- 8.3.5.2 severs or intends to sever his connection with the Host Institution;
- 8.3.5.3 has been absent for a continuous period of three months or more;
- 8.3.5.4 has relinquished or intends to relinquish active direction of the Grant Funded Activities;
- 8.4 The Principal Investigator shall be employed or otherwise engaged by the Host Institution and the Host Institution shall ensure in his agreement that he is responsible to the Host Institution for the direction, management and pursuit of the Grant Funded Activities in all of its objectives and the efficient, proper and appropriate conduct of the Grant Funded Activities.
- 8.5 The Host Institution shall, without limiting the generality of any of the foregoing provisions of this Clause 8:-
- 8.5.1 Be responsible for entering into a contract of employment or engagement with the Principal Investigator and each member of the Team and shall forthwith inform the HRB if any such contract is terminated during the Term and shall furnish to the HRB such information as it may reasonably require in relation to any replacement or additional member of the Team.

- 8.5.2 Ensure that each such contract contains such terms and conditions as the Host Institution may require to enable it to comply with its obligations under the Grant Conditions.
- 8.5.3 Ensure that the term of each such contract is strictly limited to the Term of the Grant unless the Host Institution wishes to retain the services of the Principal Investigator or any member of the Team for its own purposes and its own expense.
- 8.5.4 Ensure that all salary payments are appropriately adjusted to reflect any changes in personnel, as well as any circumstances such as absences, illness or resignation.
- 8.5.5 In the event that the duties of any member of the Team involve travel out of Ireland ensure that all necessary permits, licences and other approvals necessary to facilitate such travel are obtained and complied with.
- 8.5.6 Ensure that all costs incurred in relation to travel, attendance at conferences, subsistence and other similar costs comply with guidelines and rates from time to time issued by the Department of Finance.
- 8.5.7 In the event of the Principal Investigator resigning during the Term take all reasonable steps to ensure that post graduate students supported by the Grant are given every opportunity to complete their degrees.
- 8.5.8 Take all necessary steps to ensure that the Principal Investigator and the members of the Team are aware that the contract under which they are employed or otherwise engaged is with the Host Institution and not with the HRB and indemnify the HRB against any claim by the Principal Investigator or the members of the Team that they are an employee of or have otherwise been engaged by the HRB.

9 **Intellectual Property**

- 9.1 The Host Institution and Principal Investigator have a duty to the public to ensure that discoveries and advancements in knowledge arising from the Grant Funded Activities are translated for public benefit including but not limited to commercial development of new therapies, diagnostics and software for health.
- 9.2 The Host Institution must subscribe to the *Intellectual Property Guidelines* agreed by the HRB and other Irish funding agencies to ensure transparent and consistent procedures for managing Intellectual Property from publicly funded research.
- 9.3 The Host Institution shall:-
 - 9.3.1 Devise, publish, implement and maintain procedures for the management of Intellectual Property arising from the Grant Funded Activities and in particular but without prejudice to the generality of the foregoing shall use all reasonable endeavours to ensure that:-
 - 9.3.1.1 The Intellectual Property of the Grant Funded Activities is identified, recorded and carefully distinguished from the other outputs of other research.
 - 9.3.1.2 The Intellectual Property of the Grant Funded Activities is appropriately protected prior to any publication.
 - 9.3.2 Ensure that the Principal Investigator assists with the development of the appropriate commercial strategies referred to above.
 - 9.3.3 Inform the HRB of any outputs which are capable of exploitation whether patentable or not.

9.3.4 Permit the HRB to audit the Host Institution's policies and procedures for the management of Intellectual Property.

9.4 The HRB makes no claim to any Intellectual Property arising from the Grant Funded Activities.

10 **Liability, Indemnity and Insurance**

10.1 The Host Institution shall be wholly responsible for the conduct of the Grant Funded Activities and the HRB shall have no obligation, responsibility or any liability financial or otherwise of any kind to the Host Institution, the Principal Investigator or any member of the Team or any third party arising directly or indirectly from the Grant or the Grant Funded Activities or payment of the Grant or any part thereof or any representation or other act or omission connected with the Grant save and except the payment of the Grant in accordance with the Grant Conditions.

10.2 The Host Institution shall fully indemnify and keep indemnified and hold harmless the HRB its officers, members, servants and agents against all liabilities, losses, damages, costs (including legal and/or professional costs) and claims of any kind arising from any act or omission of the Host Institution, the Principal Investigator or any member of the Team in connection with the Grant Funded Activities or the use of the Grant or from the provision of any funds, advices or assistance of any kind given by the HRB pursuant to the Grant Conditions or otherwise howsoever and without prejudice to the generality of foregoing shall indemnify and keep indemnified and hold harmlessly the HRB against all such claims or demands in relation to:-

10.2.1 The management monitoring and control (including the requirements of all regulatory authorities governing the use of radio active isotopes, animals, pathogenic organisms, genetically manipulated organisms, toxic and hazardous substances and research on human or animals subjects) of any research funded by the Grant;

10.2.2 Any claims by any member of the Team whether during or after the termination of the Grant and whether under contract, tort, common law or statute including but not limited to claims relating to the European Communities (Safeguarding of Employee Rights on Transfer of Undertakings) Regulations, 2003.

10.3 Without limiting clauses 10.1 and 10.2 above, the Host Institution shall fully indemnify, keep indemnified and hold harmless the HRB its officers, members, servants and agents from and against all proceedings, actions, costs (including legal and/or professional costs), charges, claims, expenses, damages, liabilities, losses and damages in respect of any injury, sickness, disease, personal injury to or the death of any person whatsoever or in respect of any loss of, destruction or damage to any property or any part of both, caused by or howsoever arising from any act, negligence, error, default, omission, breach of contract or breach of statutory duty of the Host Institution, the Principal Investigator or any member of the Team in connection with the performance of the Grant Funded Activities.

10.4 The Host Institution shall maintain the following insurances at all times during the Term with a well established and reputable insurer or underwriter authorised to provide insurance in Ireland and shall furnish to the HRB details of such insurance on request:-

10.4.1 A public liability policy insuring against liability for any claims, losses, damages and expenses (including legal and/or professional costs) due to damage or destruction of property or death or personal injury of any person arising as a result of or in connection with the Grant Funded Activities for an amount of not less than €6.5 million any one occurrence. The Host Institution's policy shall provide for indemnity to the HRB.

10.4.2 An employers liability policy insuring against liability for any claims, losses, damages and expenses (including legal and/or professional costs) due to the injury to or disease or death of any person employed or otherwise engaged by the Host Institution arising as a result of or in connection with the Grant Funded Activities for an amount of not less than €13 million any one occurrence. The Host Institution's policy shall provide for indemnity to the HRB.

- 10.4.3 The Host Institution shall increase the insurance limits set out above and/or obtain additional cover at its own expense when reasonably required so to do by the HRB.
- 10.5 The insurances required to be obtained by the Host Institution pursuant to clause 10.4 shall not limit the obligations, liabilities or responsibilities of the Host Institution under the Grant Conditions or otherwise and the Host Institution shall discharge all of its obligations which are insurable under the Grant Conditions whether or not it has the requisite insurance or has received payment in respect of the insured obligations from its insurers.
- 10.6 The Host Institution shall take out and maintain such medical malpractice insurance as it may consider necessary against liability for any claims, losses, damages and expenses (including legal and/or professional costs) due to the death or personal injury of any person arising as a result of or in connection with the Grant Funded Activities and shall furnish to the HRB details of such policy on request. This insurance shall be maintained at all times by the Host Institution for the Term and thereafter for a six year period.
- 10.7 The Host Institution shall be liable to pay the full amount of any deductible or excess amounts arising under the insurance policies in respect of each and every claim.
- 10.8 The Host Institution shall notify the HRB of any claims made under such policies.
- 10.9 The Host Institution shall as soon as possible furnish to the HRB full details in writing of any event, occurrence or non-occurrence which is material to the indemnities and insurances provided for in this Clause 10.
- 11 Procurement**
- 11.1 The Host Institution shall ensure that the procurement of Assets and services funded by the Grant is carried out in accordance with procurement law and policy including any guidelines issued by the Department of Finance from time to time in relation to public sector procurement.
- 12 Assets**
- 12.1 The Host Institution shall procure that at all times it has full and unencumbered title to all Assets and shall not dispose of or grant any security or otherwise deal with any Asset without the prior written approval of the HRB.
- 12.2 The Host Institution shall be responsible for ensuring that all such Assets have adequate insurance cover. If an Asset is damaged or destroyed, the Host Institution shall repair or replace it.
- 12.3 Any loss resulting from payments made for an Asset in advance of delivery will be entirely the responsibility of the Host Institution.
- 12.4 The Assets shall be used solely for the purpose of Grant Funded Activities and if during the Term or thereafter an Asset is not required for use in connection with the Grant Funded Activities the Host Institution shall so notify the HRB in writing and shall make it available for use in the following order of priority:
- 12.4.1 to any other grant funded activity within the Host Institution funded by the HRB;
- 12.4.2 to any other grant funded activity sponsored by the HRB;
- 12.4.3 to any research in Ireland in receipt of sponsorship or funding from the HRB;
- 12.4.4 to any other research within the Host Institution which is in receipt of sponsorship or funding from any agency of the Irish Government or the European Commission;

- 12.4.5 to any other research in Ireland which is in receipt of sponsorship or funding from any agency of the Irish Government or the European Commission;
- 12.4.6 to any research or use nominated or directed in writing by the HRB;
- 12.4.7 as the Host Institution itself may reasonably desire in furtherance of its educational research objectives;

Provided that where any such Asset is made available for other use the Host Institution may require payment of a reasonable market fee in respect of such use which shall be treated as income of the Grant Funded Activity.

- 12.5 The Host Institution shall ensure effective asset management and maintenance standards and in particular shall maintain detailed and accurate records containing the following information:
 - 12.5.1 a description of each Asset;
 - 12.5.2 manufacturer's serial number and model number;
 - 12.5.3 source and/or supplier;
 - 12.5.4 details regarding the funding by which each Asset was acquired;
 - 12.5.5 details regarding title to each Asset;
 - 12.5.6 details of acquisition and cost;
 - 12.5.7 information from which one can calculate the percentage of the Host Institution's participation in the cost of the Asset;
 - 12.5.8 location and condition of the Asset and the date upon which that information was reported;
 - 12.5.9 ultimate disposition data, including date of disposal and sale price and the method used to determine current fair market value.
- 12.6 The Host Institution shall suitably designate or label the Assets to acknowledge the support of the HRB.

13 **Transfer of Grant**

- 13.1 The Grant is made personally to the Host Institution who shall not without the prior written consent of the HRB assign, transfer or sub-contract the benefit and/or burden of it to any other party.
- 13.2 Without prejudice to the generality of the foregoing, the Grant shall not be transferred to another institution without the prior written consent of the HRB, the Host Institution and the new Host Institution.
 - 13.3.1 Any such consent may be subject to such conditions as the HRB may reasonably require including but not limited to conditions relating to the acceptance of the Grant Conditions by the new Host Institution.
 - 13.3.2 It shall be deemed reasonable for the HRB to include conditions relating to the following:-
 - 13.3.2.1 The furnishing of an End-of-Grant Report by the Host Institution to the HRB which is satisfactory to the HRB.

- 13.3.2.2 The payment by the Host Institution of all costs and expenses relating to the Grant Funded Activities to ensure that no liabilities directly or indirectly relating to the Grant Funded Activities are outstanding as of the date of the transfer to the new Host Institution.
 - 13.3.2.3 The employment or engagement of the Principal Investigator by the new Host Institution.
 - 13.3.2.4 The transfer of title to any Assets to the new Host Institution
 - 13.3.2.5 The transfer of documentation and records relating to the Grant Funded Activities to the new Host Institution.
 - 13.3.2.6 The completion of Acceptance Documentation by the new Host Institution.
- 13.4 Notwithstanding the provisions of this Clause 13, the HRB shall require the new Host Institution to enter into an agreement with it based on the remaining Term of the Grant and the Budget balance of the Grant.
- 14 **Publication**
- 14.1 The Host Institution shall and shall ensure that the Principal Investigator shall:-
- 14.1.1 Work in co-operation with the HRB to publicise any research studies included in the Grant Funded Activities and the findings of them as part of the wider responsibility to promote the value of health research to the public. This shall, if required by the HRB, include: (a) Up to two agreed days during each successive twelve month period of the Term when the Principal Investigator or a member of the Team will be available to promote and publicise its work; (b) Participation in communications/media training.
 - 14.1.2.1 Disseminate any findings, results or products of the Grant Funded Activities in peer review publications through the media and among the general public as far as possible or practicable (unless this would undermine Intellectual Property or other rights/entitlements of the Host Institution, Principal Investigator or the Team.)
 - 14.1.2.2 Subject to any copyright entitlement of third parties, deposit electronic copies of any research papers that have been accepted for publication in a peer-review journal, which are supported in whole or in part by the Grant Funded Activities, in UK PubMed Central (www.ukpmc.ac.uk) as soon as possible following the date of final publication.
 - 14.1.2.3 Whenever possible, Grant licences in respect of research papers such that they can be freely copied and re-used for, amongst other things, text and data-mining purposes, provided that such uses are fully attributed.
 - 14.1.3.1 Notify the HRB one month in advance of all publications and events that are based on research or studies in connection with the Grant Funded Activities. This includes full journal papers, books, reports or policy papers. In order to facilitate association with the HRB, the Host Institution shall acknowledge and shall ensure that the Principal Investigator expressly acknowledges the HRB as the source of funding in any publication, presentation, report or media interview/coverage in respect of the Grant Funded Activities by including the following statement in the main body of any press release. "This research was funded by the Health Research Board [insert HRB Grant Number]."

- 14.1.3.2 Append a short summary (as shown below) about what the HRB does as a 'note to editors' on all media releases that are issued by the Host Institution or Principal Investigator or related communications office.

The summary shall be as follows:-

"The Health Research Board (HRB) supports excellent research that improves people's health, patient care and health service delivery. We aim to ensure that new knowledge is created and then used in policy and practice. In doing so, we support health system innovation and create new enterprise opportunities."

or shall be in such other form as the HRB shall notify to the Host Institution from time to time .

- 14.1.4 All media releases involving Grant Funded Activities must be sent to the HRB communications office (communications@hrb.ie) prior to general circulation.

- 14.2 Any advertisement or tender notice which is produced for the press, world-wide web or internal notice boards shall carry an acknowledgment of the HRB as a funding source and the logo of the Host Institution and the HRB. The HRB logo must be used in line with the HRB logo guidelines which are listed in the communications section of the HRB website. These guidelines may be updated or changed from time to time.

15 **Research Governance (Responsible Conduct of Research)**

- 15.1 It is the responsibility of the Host Institution to ensure that any research carried out in the course of the Grant Funded Activities is organised and undertaken within a framework of best practice and in accordance with the highest standards of scientific integrity and research methodology including but not limited to ensuring that all necessary permissions are obtained before the research begins and that there is clarity of role and responsibility among the Research Team with any collaborators. The following shall be considered as minimum requirements in achieving the aforementioned high standards:-

15.1.1 The Host Institution shall have in place procedures for governing good research practice and reliable systems for the prevention of Misconduct and clearly defined procedures for the investigation of allegations of Misconduct.

15.1.2 Where possible, research shall avoid the use of animals. Where this is not possible all necessary animal licences must be obtained before the commencement of any research involving animals.

15.1.3.1 The Host Institution shall be responsible for ensuring that issues of an ethical nature relating to research are identified at the earliest opportunity and where necessary approval obtained from an ethics committee(s) recognised by the Host Institution. An ethical approval declaration must be submitted with the completed Acceptance Documentation to the HRB. In the event that research requiring ethical approval begins at a point later than the Commencement Date the declaration must be signed by the Principal Investigator stating that the research will not begin until a copy of the research ethics approval letter has been submitted to the HRB and its receipt confirmed and no payment or further payment of the Grant shall be made until receipt by the HRB of a copy of such approval.

15.1.3.2 Ethical issues shall include, but not limited to, relevant codes of practice, the involvement of human participants, tissue or data in research, the use of animals, research that may result in damage to the environment and the use of sensitive economic, social or personal data.

15.1.4 Where the Host Institution has more than one site, all clinical procedures involving the handling of samples must be carried out using standard operating procedures on all its sites with minimum common data-sets and striving towards best practice as detailed in the International Society for Biological and Environmental Repositories (ISBER) Best Practices for Biorepositories; Collection, Storage, Retrieval and Distribution of Biological Materials for Research (www.isber.org) and Molecular Medicine Ireland Guidelines for Standardised Biobanking (www.molecularmedicineireland.ie)

15.1.5 The Host Institution must have in place effective and verifiable systems for managing research quality, progress and the safety and well-being of patients and other research participants. These systems must promote and maintain the relevant codes of practice and all relevant statutory review, authorisation and reporting requirements.

15.2 The Host Institution shall as soon as possible furnish to the HRB in writing full details of any Misconduct directly or indirectly relating to the Grant Funded Activities.

16 **Government Funding / Statutory Requirements**

16.1 The Host Institution acknowledges that the HRB is dependent on the Irish State for funding of its Grant activities and that, if sufficient funding is not forthcoming from the State, the HRB may not be in a position to fund all of its grant commitments including the Grant. Accordingly, the Host Institution agrees that if the HRB does not have sufficient funding to cover all of its Grant commitments as aforesaid:-

16.1.1 The HRB shall be entitled in its sole discretion to determine which grant commitments it will continue and which commitments it will reduce, suspend, terminate or revoke; and

16.1.2 The HRB shall be entitled in its sole discretion to forthwith reduce, suspend, terminate or revoke the Grant by written notice to the Host Institution.

17 **Term/Termination**

17.1.1 The Term shall commence on the date that is identified by the Host Institution and confirmed by the Principal Investigator in their respective declarations furnished with or subsequent to the Acceptance Documentation.

17.1.2 The date identified and confirmed pursuant to clause 17.1.1 above shall be the commencement date of the Term unless the HRB serves a notice in writing on the Host Institution within thirty days of receipt by it, the HRB, of the Acceptance Documentation specifying a different date for commencement of the Term. In the event of such a notice being served, the date specified in the HRB notice shall be the Commencement Date.

17.1.3 The offer of the Grant shall lapse if the Commencement Date is not within twelve calendar months of the date of the Grant Letter and does not actually occur within that period.

17.2 The HRB will be entitled to reduce, suspend, terminate or revoke the Grant in whole or in part by written notice to the Host Institution if:-

17.2.1 Any of the information in the Application is inaccurate in any material respect or any other information supplied for the purpose of drawing down the Grant or any instalment thereof is inaccurate in any material respect or if the Host Institution or the Principal Investigator fails to disclose any information which the HRB reasonably regards as material for the purposes of determining whether the Host Institution is entitled to be paid any part of the Grant;

17.2.2 The Host Institution commits a material breach of the Grant Conditions and in the case of a breach capable of remedy fails to remedy the breach within thirty days of the date of written notice thereof containing reasonable details of the breach;

- 17.2.3 An incumbrancer takes possession of or a receiver or manager is appointed over any of the property or assets of the Host Institution or an application is made for the appointment of an examiner or an examiner is appointed to the Host Institution;
- 17.2.4 The Host Institution makes a voluntary composition with its creditors or is subject to an administration order;
- 17.2.5 The Host Institution goes into liquidation;
- 17.2.6 Anything analogous to any of the foregoing under the law of any other jurisdiction occurs in relation to the Host Institution or;
- 17.2.7 The Host Institution is unable to pay its debts as and when they fall due within the meaning of Section 214 of the Companies Act, 1963;
- 17.2.8 Distress or execution is levied on or issued against any property of the Host Institution;
- 17.2.9 Any warranty or representation by the Host Institution is untrue or inaccurate;
- 17.2.10 The Host Institution is unable to obtain any relevant permits, approvals, permissions or consents necessary for the carrying out of the Granted Funded Activities or any part of them;
- 17.2.11 The Host Institution ceases or threatens to cease to carry on the whole or any material part of its business.
- 17.2.12 If the Principal Investigator:-
 - 17.2.12.1 Commits an act of bankruptcy;
 - 17.2.12.2 Is convicted of any criminal offence;
 - 17.2.12.3 Has devoted or intends to devote substantially less effort to the Grant Funded Activities.
 - 17.2.12.4 Severs or intends to sever his connection with the Host Institution.
 - 17.2.12.5 Has been absent for a continuous period of three months or more.
 - 17.2.12.6 Has relinquished or intends to relinquish active direction of the Grant Funded Activities.
- 17.2.13 The Host Institution terminates the Principal Investigator's employment or engagement.

18 **Effects of Termination**

- 18.1. In no event will the total of the Grant payments under a terminated Grant exceed the Grant.
- 18.2. Where the Grant is terminated in accordance with clause 16 the Host Institution shall be entitled to retain any part of the Grant already paid but the HRB shall have no liability to pay further amounts of the Grant but without prejudice to the liability of any party for any antecedent breach of the Grant Conditions.
- 18.3. Where the Grant is terminated by the HRB in accordance with clause 17 the Host Institution shall repay to the HRB such sum as the HRB may demand (but not to exceed the amount of the Grant already paid to the Host Institution) in respect of the Grant and if the Grant is reduced the Host Institution shall repay to the HRB the amount by which the Grant has been reduced. The repayment shall be made within sixty days of the date of the demand and in default of payment

within sixty days such sum may be recoverable by the HRB from the Host Institution as a simple contract debt.

- 18.4. The Host Institution shall repay to the HRB within sixty days any part of the Grant which remains unspent at the end of the Term or earlier termination thereof.
- 18.5. The right to terminate the Grant given by clause 17 is without prejudice to any other right or remedy of either party in respect of any antecedent breach of the Grant Conditions.
- 18.6. Notwithstanding the expiration or earlier termination of the Term, all provisions of the Grant Conditions designed to survive such expiration or earlier termination and all warranties and representations therein contained which shall not have been implemented and which shall be capable of continuing or taking effect shall enure and remain in full force and effect following such expiration or earlier termination.

19 Dispute Resolution/Arbitration

- 19.1 The parties will use their best endeavours to negotiate in good faith and settle any dispute that may arise out of or related to the Grant, the Grant Funded Activities or the Grant Conditions or any breach of them. If any such dispute cannot be settled amicably through ordinary negotiations by authorised representatives of the HRB and the Host Institution either party may refer it to arbitration by a sole arbitrator to be appointed in default of agreement between the parties by the President or other Senior Officer for the time being of the Law Society of Ireland.
- 19.2 Any such referral shall be deemed to be a submission to arbitration within the meaning of the Arbitration Acts, 1954-1998 and any award thereunder may be made a rule or order of the High Court in Ireland.
- 19.3 The award of the Arbitrator shall be final and binding on the parties.
- 19.4 The Arbitrator shall have power to determine all matters in dispute which shall be referred to him and the costs of and incidental to the reference and award respectively shall be at the discretion of the Arbitrator who may determine the amount thereof or direct the same to be taxed and any award made thereunder may be made a rule or order of the High Court in Ireland.
- 19.5 Nothing contained in this clause 19 shall restrict the freedom of any party to commence legal proceedings to preserve any legal right or remedy or protect any intellectual property rights.

20 Entire Agreement

Subject to the provisions of clause 21 (Variation), the Grant Conditions and any documents referred to in them contain the entire of the terms and conditions applicable to the Grant and supercede and replace any prior written or oral agreements, representations or undertakings between the HRB and the Host Institution relating to the Grant.

21 Variation

- 21.1 The HRB shall be entitled at any time on written notice to the Host Institution ("Variation Notice") to vary the terms of the Grant Conditions. Any Variation Notice shall provide full details of the variation including the date (not being less than 30 days from the date of service of the Variation Notice) on which it becomes operative and the reasons for the change.
- 21.2 The Host Institution may within thirty days of receipt of a Variation Notice issue a notice of objection or refusal to the HRB setting out the reasons for such objection or refusal and the direct consequences (including breach of any contract directly related to the Grant Funded Activities between the Host Institution and a third party) that shall flow from the variation. If no such objection is received the Variation Notice shall thereupon become legally binding. The HRB shall give reasonable consideration to such notice of objection or refusal and within a reasonable period following receipt of the notice the HRB shall: -

- 21.2.1 withdraw the Variation Notice in which event the Grant Conditions shall continue in force unchanged;
 - 21.2.2 issue a revised Variation Notice having regard to the reasons given for any refusal or objection in which event the provisions of clauses 21.1 and 21.2 shall apply mutatis mutandis to such revised Variation Notice; or
 - 21.2.3 terminate the Grant by notice in writing to the Host Institution.
- 21.3 Where the notice of objection or refusal states that the variation specified in the Variation Notice would, if implemented, cause the Host Institution to be in material breach of a contract directly related to the Grant Funded Activities then the HRB shall act reasonably in good faith further consulting the Host Institution and shall give reasonable consideration to the matters raised by the Host Institution.
- 21.4 The Host Institution shall be entitled to request a variation of the Grant Conditions at any time on written notice to the HRB containing full details of the proposed variation and reasons for the Variation ("Host Institution Variation Notice"). The HRB shall give reasonable consideration to the Host Institution Variation Notice but unless it gives written notice accepting the proposed Variation within thirty days from receipt of the Host Institution Variation Notice the Grant Conditions shall remain in full force and effect.
- 21.5 No variation of the Grant Conditions or termination pursuant to clause 21.2.3 shall give rise to any requirement for repayment by the Host Institution of the whole or any part of the Grant paid to it prior to the date of the Variation Notice save for any unspent part of the Grant.
- 21.6 No Variation Notice shall affect any liability incurred by any party to the Grant for a breach of the Grant Conditions incurred prior to the Variation Notice becoming effective.
- 21.7 Subject to clauses 21.1 and 21.2 above, no variation of the Grant Conditions shall be legally binding on either party unless recorded in a written memorandum or letter signed on behalf of both parties.

22 **Severability**

- 22.1 If any provision or term of the Grant Conditions or any part thereof shall become or be declared illegal, invalid or unenforceable for any reason whatsoever including but without limitation by reason of the provision of any legislation or other provisions having the force of law or by reason of any decision of any court or other body or authority having jurisdiction over the parties including the EU Commission and the European Court of Justice such term or provision shall be severable from the Grant Conditions and shall be deemed to be deleted therefrom provided always that if any such deletion substantially affects or alters the basis of the Grant the parties shall negotiate in good faith to amend and modify the provisions and terms of the Grant as may be necessary or desirable in the circumstances in relation to the Grant.

23 **Nature of Relationship**

- 23.1 Nothing in the Grant Conditions shall constitute:-
- 23.1.1 a partnership or joint venture or establish a relationship of agency between the parties;
 - 23.1.2 a contract of employment between the HRB and the Principal Investigator, any member of the Team or any servant or agent of the Host Institution.
- 23.2 Neither the Principal Investigator nor any member of the Team nor any servant or agent of the Host Institution shall be nor in any way represent himself to be an agent of the HRB and none of them shall have any authority to enter into obligation on behalf of the HRB or to bind the HRB in any way.

24 **Waiver**

- 24.1 No failure or delay on the part of any party hereto to exercise any right or remedy under the Grant Conditions shall be construed or operated as a waiver thereof nor shall any single or partial exercise of any right or remedy as the case may be.
- 24.2 The rights and remedies provided in the Grant Conditions are cumulative and are not exclusive of any rights or remedies provided by law.

25 **Notices**

- 25.1 Any notice or document to be given under the Grant Conditions shall be in writing and shall be deemed to have been duly given if delivered by hand or sent by ordinary prepaid post to the correct address (as may be amended from time to time by notice in writing to the other party) of the party to whom it is being sent.
- 25.2 Any notice or other document shall be deemed to have been received by the addressee as follows:-
- 25.2.1 delivery by hand – day of delivery;
 - 25.2.2 ordinary post – two working days after posting;
- provided that if in accordance with the above provisions any such notice or other communication would otherwise be deemed to have been given or made outside working hours (being 9.00 a.m. to 5.00 p.m. on a Business Day) such notice or other communication shall be deemed to have been given or made at the start of working hours on the next business day.
- 25.3 To prove the giving of a notice or other document it shall be sufficient to show that it was dispatched.

26 **Law / Jurisdiction**

The Grant Conditions shall be governed by and construed in accordance with the laws of Ireland and the parties expressly and irrevocably submit to the jurisdiction of the Irish Courts.

27 **Freedom of Information / Data Protection**

- 27.1 The HRB may be required to disclose information provided to it in response to a request under the Freedom of Information Acts, 1997 and 2003 ("the Acts"). Should the Host Institution and/or the Principal Investigator consider that any information supplied to the HRB is confidential and/or commercially sensitive it shall, at the time of providing the information, identify such information and give reasons for its confidentiality and/or commercial sensitivity. The HRB may, if it is considers it appropriate, consult with the Host Institution and/or the Principal Investigator prior to releasing or consenting to the release of such information.
- 27.2.1 The HRB shall be entitled to use information provided to it in the Application for the purpose of processing the Application, the award (if any) of the Grant on foot of the Application, the payment of the Grant, and reviews of the Grant Funded Activities including without prejudice to the generality of the foregoing for the purpose of:-
- 27.2.1.1 Registration of the Application;
 - 27.2.1.2 Operation of Grant processing and management information systems;
 - 27.2.1.3 Preparation of material for use by referees and peer review panels;

- 27.2.1.4 Administration, investigation and review of the Grant Application;
- 27.2.1.5 Sharing information furnished in the Application on a strictly confidential basis with other funding organisations;
- 27.2.1.6 Statistical analysis in relation to the evaluation of research and the study of trends;
- 27.2.1.7 Policy and strategy studies;
- 27.2.1.8 Meeting the HRB's obligations for public accountability and dissemination of information;
- 27.2.1.9 Posting of details of the Grant Funded Activities on the HRB website and other publicly available databases and in reports, documents and mailing lists.
- 27.2.1.10 Furnishing the details and information referred to in clauses 27.2.1 and 27.2.1.1 to 27.2.1.9 above to UK PubMed Central.

28 **Legal Proceedings**

The Host Institution shall and shall ensure that the Principal Investigator and any member of the Team shall agree to be available to participate in any legal proceedings arising out of the Grant including but not limited to proceedings in connection with the ownership, exploitation, commercialisation and/or management of any Intellectual Property .

29 **Confidentiality**

- 29.1 In this clause "Confidential Information" means all information disclosed whether in writing, orally or by another means whether directly or indirectly and whether specifically designated as "confidential" or which ought reasonably to be regarded as confidential under or in connection with the Grant by one party ("the Disclosing Party") to the other party ("the Receiving Party") whether before or after the date of the Grant Letter.
- 29.2 Subject to the provisions of clause 14 (Publication) and clause 27 (Freedom of Information), during the Term of the Grant and after termination or expiration of it for any reason the Host Institution shall:-
 - 29.2.1 not disclose Confidential Information for any purpose other than the performance of its obligations in relation to the Grant;
 - 29.2.2 not disclose Confidential Information to any person except with the prior written consent of the Disclosing Party;
 - 29.2.3 make every effort to prevent the use or disclosure of Confidential Information.
- 29.3 The Receiving Party may disclose Confidential Information to any of its directors, other officers and employees ("a Recipient") to the extent that the disclosure is reasonably necessary for the purposes of the Grant.
- 29.4 Before disclosure to a Recipient the Receiving Party shall ensure that the Recipient is made aware of and complies with the Receiving Party's obligations of confidentiality as if the Recipient was a party to the Grant Conditions.
- 29.5 The Receiving Party may disclose Confidential Information of the Disclosing Party if and to the extent that:-
 - 29.5.1 it is required by the law of any relevant jurisdiction (including the Freedom of Information Acts, 1997 and 2003) or pursuant to an order of a Court of competent jurisdiction;

- 29.5.2 it is necessary for the professional advisors auditors and bankers of the Receiving Party;
 - 29.5.3 the Confidential Information has come into the public domain through no fault of the Receiving Party;
 - 29.5.4 the Confidential Information was in the possession of the Receiving Party before such disclosure by the Disclosing Party;
 - 29.5.5 the Confidential Information was obtained by the Receiving Party from a third party who was free to divulge it;
 - 29.5.6 it is required to enable that party enforce its rights or perform its obligations (including the publication obligations in clause 14) under the Grant Conditions;
 - 29.5.7 it is disclosed to a bona fide current and/or potential purchaser, investor and/or lender of the Receiving Party and any legal and/or professional representative thereof provided that such potential purchaser, investor and/or lender shall be subject to a confidentiality agreement (on terms usual to such transactions) covering such Confidential Information;
- 29.6 The parties acknowledge and agree that in the event of a default of the obligations set out in this clause, damages may not be a sufficient remedy for the Disclosing Party. Accordingly, in addition to other remedies, such Disclosing Party will have the right to seek injunctive relief or specific performance of the other party's obligations. Any such remedy shall not be deemed to exclusive and shall be in addition to any and all other remedies which may be available to the other party at law or in equity.
- 29.7 Upon termination or expiry of the Grant the Receiving Party shall at the option of the Disclosing Party either destroy or return to the Disclosing Party all records, documentation or other information and all copies thereof which are held by the Receiving Party.
- 29.8 The obligations of each of the parties as to disclosure and confidentiality shall continue in force notwithstanding the termination of this agreement or expiration of the Grant.

30 **Taxation**

The payment of the Grant or where payment is to be made by instalments the payment of each instalment is subject to the Host Institution furnishing to the HRB a valid tax clearance certificate confirming that its tax affairs are in order as of the date of each such payment.

FIRST SCHEDULE

Policy on Usage of HRB Overheads

1. The HRB will contribute to the indirect costs of project-based research work that it supports through an overhead payment of 30% of Total Direct Modified Costs (TDMC)¹ for laboratory-based research, 25% of TDMC for desk studies, and 10% of TDMC for Medical Research Charities Group – HRB Co-funded Grants, Global Health Networking Grants and International Training Fellowships².
2. The HRB will not provide any contribution to overheads with regards to scholarship and fellowship awards.
3. The HRB contributes to the indirect costs of project-based research. Under no circumstances should HRB overhead contributions be used to support the direct costs of research.
4. Host Institutions are expected to operate transparent accounting practices in relation to HRB funding awards such that funding is used for research and research support and is not viewed as part of the general host institution operating budget.
5. In being given discretion in the allocation of research overheads, Host Institutions are responsible for ensuring that the indirect costs are correctly spent in providing the central and departmental support that underpins HRB funded research projects and programmes.
6. Eligible **direct** costs include vouchable additional costs directly incurred by the research project (additional salaries, consumables and small items of equipment, travel and subsistence, conference attendance etc.)
7. Eligible **indirect** costs include:
 - (a) the indirect central costs of support for HRB-funded research programmes e.g.
 - finance function including costs arising from the provision of data for HRB reports and audits etc.
 - the costs of the HR function, recruitment costs etc.
 - costs associated with thesis submission and *viva voce*
 - provision of IT infrastructural support
 - library services
 - building and support services, laboratory and bench fees, equipment maintenance etc.
 - (b) research capacity building in the organization (non-capital) as it relates to health research e.g. the costs associated with the Research Support and Technology Transfer Offices.
 - (c) research capacity building of the department/unit/institute/centre (non-capital) in support of HRB-funded research programmes.
8. **Ineligible** indirect costs include:
 - direct costs of the research programme
 - any interest, or return on capital employed;
 - provisions for possible future losses or charges;
 - interest owed;
 - provisions for doubtful debts;
 - resources made available to a Grantee free of charge;
 - unnecessary or ill-considered expenses;
 - marketing, sales and distribution costs for products & services;
 - entertainment or hospitality expenses, except such reasonable expenses accepted as wholly and exclusively necessary for carrying out the work under the grant-aid.

¹ Total Direct Modified Costs (TDMC) do not include the costs of equipment, student fees or capital building.

² Cancer Prevention Fellowships Programme, Health Economics Fellowships Programme.

SECOND SCHEDULE

Policy on Reallocation of Grant Budgets

1. Transfer of funds between direct cost categories must in no way impact on the agreed total budget for the award and the total budget cannot be re-costed.
2. No transfer of funds is allowed between the indirect and direct cost categories of a grant under any circumstances.
3. No transfer of funds is allowed into or from the following budget headings without the advance written approval of the HRB.
 - (a) Salary or salary related costs (e.g. employers PRSI, pension contribution)
 - (b) Post-graduate registration fees (EU Membership level Fees only)
4. Minor changes to the budget up to 10% are allowed between all other direct costs categories without the approval of the HRB.
5. For reallocation of funds between non-salary direct cost categories of greater than 10% per annum or where funds are being transferred to or from salary and post-graduate registration fee categories, the Host Institution must furnish a budget reallocation form requesting approval for the budget reallocation.
6. Where a budget reallocation form is being completed it must address the following:
 - (a) the nature of the proposed budget reallocation(s) and the grant involved in the change request
 - (b) justification for the proposed budget reallocation(s)
 - (c) seek to assure the HRB that there will be no significant changes to the agreed work programme(s) or staffing arrangements.
7. Where a change is approved, the HRB will issue written confirmation to the Host Institution.
8. If a change is refused, the HRB may consider withdrawing its support or terminating the Grant.

Glossary of Terms

Direct costs: These are costs directly incurred by the Host Institution as part of the research e.g. consumables, research staff salaries, post-graduate registration fees (EU level only), training, travel

Indirect costs: These are overhead costs incurred by the Host Institution to facilitate the research project/ programme e.g. light and heat, payroll