

GRANT CONDITIONS

These Grant Conditions, together with the Award Letter set out the terms and conditions on which the Grant is made by Coeliac UK to the Institution.

The Institution must ensure that the Grant Holders and others supported by the Grant are made aware of and comply with these Grant Conditions and the Award Letter.

1. Employment

- (i) Coeliac UK does not act as an employer with respect to the Grant, and therefore in all cases where support is provided on the Grant for the employment of staff, the Institution undertakes to issue a contract of employment which is in compliance with relevant laws and regulations.

2. Research practice

- (i) The Institution must have in place formal written procedures for the handling of allegations of research misconduct, which would meet generally accepted standards.
- (ii) The Institution must ensure that, before the research commences and during the full Grant period, all the necessary legal and regulatory requirements in order to conduct the research are met, and all the necessary licences and approvals have been obtained. Where any element of the research funded by the Grant is to be conducted outside the UK, such legal and regulatory requirements, and such licences and approvals should include those applicable in the UK in addition to those in the host country.
- (iii) The Institution must ensure that research involving the use of animals complies at all times with the relevant laws and regulation in the host country. Any element of research funded by the Grant that is conducted outside the United Kingdom must, as a minimum standard, be conducted in accordance with the principles of UK legislation (Animals (Scientific Procedures) Act 1986): <https://www.gov.uk/research-and-testing-using-animals>
- (iv) The Institution must ensure that it has in place formal written procedures for managing the process for obtaining any necessary or appropriate ethical approval for this Grant, and must accept full responsibility for ensuring that any such ethical approval is in place at all relevant times during the Grant.

3. Audit

- (i) The control of expenditure to be funded under the Grant must be governed by the normal standards and procedures of the Institution and must be covered by the formal audit arrangements that exist in the Institution.
- (ii) Coeliac UK reserves the right to ask for confirmation from the external auditors of the Institution that the external auditors have signed their opinion on the annual accounts of the Institution without qualification and the management letter from the auditors, raises

no matters that did or could significantly affect the administration of grants awarded by Coeliac UK. If the auditors have raised any such matters in their management letter, Coeliac UK may require the Institution to provide it with relevant extracts from the letter.

- (iii) The Institution must provide access to accounting and other records relating to the Grant for auditors from or appointed by Coeliac UK (at Coeliac UK's expense), if requested. Such access must include the right to verify physically any equipment acquired under the Grant. Where elements of expenditure under the Grant have been subcontracted, the Institution should ensure that the auditor's access extends to the accounts and records of any such subcontractor.
- (iv) Coeliac UK reserves the right, at its discretion and expense, to commission an audit of the Grant and/or the systems used by the Institution to administer Coeliac UK grants.
- (v) The Institution should maintain a separate accounting cost code specific to the Grant, and all costs and income properly relating to the Grant should be accounted for through that cost code. The Institution should ensure that appropriate records are kept to support the entries made on the cost code.

4. Administration

- (i) The Institution must formally accept the Grant by signing and returning the acceptance form provided with the Award Letter. The Grant may not be activated, nor Grant monies claimed, until Coeliac UK receives the acceptance form.
- (ii) The Institution must ensure that sufficient resources are provided to support the activities described in the Award Letter.
- (iii) The Grant should be activated within 6 months of the proposed start date referred to in the Award Letter.
- (iv) The Institution must ensure that Coeliac UK funded posts are filled within the 3 months following the scheduled start date of the post.
- (v) Payments will normally be made quarterly in arrears on the basis of a Payment Profile. Where other payment arrangements apply, these will be detailed in the Award Letter. The Institution shall have the right to adjust a Payment Profile subject to any restrictions set by the Trust and will be expected to do so where any variance between payments to be made under a Payment Profile and anticipated expenditure for the period to which those payments relate becomes significant.
- (vi) An invoice from the Institution's department administering the Grant must be accompanied by a brief summary (one page A4 maximum) of the work completed during the quarter. Payment will not be made until this is received.
- (vii) Claims for equipment and equipment maintenance must be supported by suppliers' invoices.
- (viii) The final claim should be submitted within six months of the end date of the Grant.
- (ix) For Grants funding work between 12 and 24 months duration a satisfactory progress report is required in the 12 month. For Grants funding work between 25 and 36 months duration a satisfactory progress report is required in the 12 month and 24 month. Coeliac UK will confirm the report is accepted before further work under the Grant may proceed.

5. Equipment

- (i) The Institution must ensure that it has in place clearly defined procedures for the procurement of equipment and that equipment provided by the Grant is acquired using these procedures.
- (ii) The Institution must ensure that equipment purchased with Coeliac UK funds is appropriately insured and maintained throughout its useful life.
- (iii) Equipment funded by the Grant is awarded to the Institution Department specifically for the Grant Holder's research. Written permission from Coeliac UK must be obtained to use the equipment for any other purpose.

6. Publication, publicity and reporting

- (i) The findings from the research funded by the Grant should be made freely available to the broader scientific community as soon as possible. The publication or release of such findings may be reasonably delayed to enable all protection of any intellectual property. The identification, protection, management and exploitation of intellectual property is subject to paragraph 8 on 'Intellectual property and commercial activities'.
- (ii) Coeliac UK expects authors of research papers to maximise the opportunities to make their results available for free via open access. This is extended to include scholarly monographs and book chapters authored or coauthored by Coeliac UK grant holders that arise as part of their grant-funded research.
- (iii) Coeliac UK's contributions should be acknowledged in all publications.
- (iv) Coeliac UK must be provided with a copy of any manuscript, associated with the Grant, that has been accepted for publication and a copy of the final publication. Coeliac UK must also be provided with a copy of any abstracts and/or presentations intended for public events / conferences.
- (v) All research papers that have been accepted for publication in a peer-reviewed journal, and are supported in whole or in part by the Grant, must be made available from UK PubMed Central as soon as possible, and in any event within six months of publication.
- (vi) Publicity plans must be agreed in advance between Coeliac UK and other parties involved.
- (vii) The Institution must ensure that it obtains the prior approval of Coeliac UK on any press statements associated with the Grant which may be issued.
- (viii) The Grant Holders must submit a final report on the project funded by the Grant within three months of the end of the Grant period, including a lay summary identifying benefits of the research to the coeliac community. The final 10% of funding for the Grant will be withheld until a satisfactory report is submitted.
- (ix) Grant holders must accept reasonable requests to cooperate in informing Coeliac UK Members about progress and outcomes.

7. Data sharing

- (i) Grant holders must ensure data arising from Coeliac UK funded research is properly curated throughout its life cycle and released with the appropriate high quality metadata.
- (ii) Please refer to the Coeliac UK Data Sharing Policy: www.coeliac.org.uk/datasharing

8. Intellectual property and commercial activities

- (i) Coeliac UK requires the institution to maintain strategies and procedures for the identification, protection, management and exploitation of Coeliac UK-funded intellectual property (IP). Coeliac UK also requires the Institution to ensure that all persons in receipt of Coeliac UK funding or working on a Coeliac UK-funded activity (including employees, students, visiting fellows and subcontractors) are employed or retained on terms that vest in the Institution all Coeliac UK-funded IP.
- (ii) Should any Coeliac UK-funded IP arise from the Grant, then Coeliac UK requires the Institution to consider whether the protection, management and exploitation of such IP is an appropriate means of achieving the public benefit. If the Institution considers that this is an appropriate means, then the Institution must seek the prior written consent of Coeliac UK (not to be unreasonably withheld) before it makes any commercial use of, or grants to any third party, any exploitation rights over, such Coeliac UK-funded IP. As a condition of granting consent, Coeliac UK will require the institution to accept the standard revenue- and equity-sharing terms of Coeliac UK that are in place at that time: www.coeliac.org.uk/intellectualproperty
- (iii) If the Institution does not protect, manage or exploit any Coeliac UK-funded IP arising out of the Grant to the reasonable satisfaction of Coeliac UK, then Coeliac UK shall have the right, but not a duty, to protect, manage and exploit such Coeliac UK-funded IP. Unless Coeliac UK reasonably considers that the opportunity to protect, manage or exploit such Coeliac UK-funded IP for the public benefit could be lost and more immediate action is required, such right shall only be exercised six months after Coeliac UK has given the Institution notice in writing that it is failing to protect, manage and exploit such Coeliac UK-funded IP to Coeliac UK's satisfaction. The Institution agrees to do, and will ensure that its employees, students and any third party acting on its behalf do, all acts required to assist Coeliac UK in such protection and exploitation.
- (iv) If the Institution wishes to use any third party to carry out its obligations with respect to this paragraph 8, then it must provide details of the proposed third party to Coeliac UK and obtain Coeliac UK's prior written approval to such third party carrying out exploitation activities with respect to Coeliac UK-funded IP.
- (v) The institution should deal with the Chief Executive at Coeliac UK in all matters relating to paragraph 8.

9. Limitation of liability

- (i) Coeliac UK accepts no responsibility, financial or otherwise, for expenditure (or liabilities arising out of such expenditure) or liabilities arising out of the work funded by the Grant. Coeliac UK will not indemnify the Institution, any Grant Holder or any other person

working on the Grant (including employees, students, visiting fellows and subcontractors) against any claims for compensation or against any other claims (whether under any statute or regulation or at common law) for which the Institution may be liable as an employer or otherwise or for which any such person may be liable.

10. Variation and termination

- (i) Coeliac UK reserves the right to amend these Grant Conditions, any terms and conditions in the Award Letter and the Policies and Positions for Grants. Any change to the Grant Conditions or the Policies and Positions for Grants will be notified on Coeliac UK's website.
- (ii) The Institution (or the Grant Holders if appropriate) must inform Coeliac UK without delay of any change to the status of the Institution or the Grant Holders which might affect their ability to comply with these Grant Conditions.
- (iii) The Grant Holders must inform Coeliac UK as soon as practicable of any significant divergence from the original aims and directions of the project that is being funded by the Grant.
- (iv) Coeliac UK and the Grant Holder may terminate the Grant with a three month notice period.

11. Governing law and jurisdiction

These Grant Conditions shall be governed by and construed in accordance with English law. The Institution and the Grant Holders irrevocably submit to the jurisdiction of the English courts to settle any disputes in connection with these Grant Conditions.

12. Definitions

Award Letter	the letter from Coeliac UK to the principal Grant Holder specifying the amount of the grant that has been awarded.
Grant	the grant described in the Award Letter.
Grant Holder and Grant Holders	the principal applicant and any co-applicant, as specified in the Award Letter.
Institution	the university, institution or other body at which some or all of the research funded by the Grant will be carried out or which employs the Principal Applicant.
Intellectual property (IP)	includes all inventions, discoveries, materials, technologies, products, data, algorithms, software, patents, databases, copyright and know-how.
Coeliac UK	Coeliac UK (registered charity number 1048167)

Coeliac UK
funded IP

intellectual property that is, or has been, created, exemplified or developed (whether in whole or in part) from the research that Coeliac UK funds. Unless specified otherwise in the Award Letter, 'Coeliac UK-funded IP' does not include the copyright in artistic works, books, articles, scientific papers, lectures or audio or visual aids to the giving of lectures or teaching.