

# Animal Free Research UK Terms and Conditions

## Pilot Study Grants 2022

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### 1. Introduction

- 1.1** **Animal Free Research UK** is a registered charity (charity number 1146896) and a company limited by guarantee (company number 08015625), established in 1970 to promote the development of techniques and procedures to replace the use of living animals in biomedical research and teaching. To further this aim, Animal Free Research UK supports and assists scientists to discover and develop techniques that will replace, in full or in part, experiments on living animals; assists in the provision of facilities and equipment for such research; and encourages through publicity and education the wider adoption of such techniques.
- 1.2** In practice, Animal Free Research UK accepts that it is not always the case that the direct or immediate outcome of a single piece of research will be the complete replacement of animal procedures in a certain field. However, the projects that Animal Free Research UK fund must have the potential to advance the development, validation or application of non-animal methods in biomedical research or teaching, as replacements for current animal experiments.
- 1.3** These conditions apply to any grant provided by Animal Free Research UK to the Grant Holders to the exclusion of any other terms that the Grant Holders seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 1.4** Animal Free Research UK reserves the right to amend these terms and conditions if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the grant arrangement and Animal Free Research UK shall notify the Primary Grant Holder in any such event.

## 2. Definitions

For the purpose of these Terms and Conditions, the following definitions and rules of interpretation shall apply:

- 2.1 **'Background Intellectual Property'** shall mean any Intellectual Property, other than Foreground Intellectual Property.
- 2.2 **'Conditions'** shall mean all terms and conditions Animal Free Research UK apply to any Funded Activity, including, for the avoidance of doubt, those contained in this document, as well as any other terms Animal Free Research UK may apply to a specific grant.
- 2.3 **'Funded Activity'** shall mean the research activity or equipment purchase that Animal Free Research UK has agreed to fund in part or in full in accordance with these Conditions.
- 2.4 **'Foreground Intellectual Property'** shall mean any Intellectual Property that is identified or first reduced to practice or writing in the course of a Funded Activity.
- 2.5 **'Grant Holder'** shall mean all the individual applicants named on the application form for a grant.
- 2.6 **'Primary Grant Holder'** shall mean the individual named as the primary applicant on the application form for a grant and who shall hold the grant for the benefit of the Grant Holders and who shall be liable for compliance with these Conditions.
- 2.7 **'Primary Scientist'** shall mean the Research Associate, Research Assistant, Research Technician, Post-Doctoral Fellow or PhD Student, as applicable, who is leading and performing the research funded by a grant awarded under these Conditions.
- 2.8 **'Intellectual Property'** shall mean patents and all rights to apply for a patent, trademarks, service marks, registered designs, copyrights, database rights, design rights, know-how, confidential information, software, applications for any of the above, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above.
- 2.9 **'Policies'** shall mean the policies set out from clause 3 below.
- 2.10 **'Regulations'** shall mean those regulations included below and as Appendices.
- 2.11 **'Animal'** shall mean any organism of the Kingdom Animalia (excluding humans).

## 3. Research funded by Animal Free Research UK – Policies

- 3.1 Grant funds shall not be used in support of non-animal research per se. The research shall be directed towards replacing the use of animals in current procedures within any of the Grant Holder's laboratories or, preferably, in the wider field.
- 3.2 Only research that is directly relevant to human health shall receive consideration. Acceptable approaches may include, but are not limited to, the use of human volunteers, epidemiology, human cell lines, *ex vivo* or primary human tissues or cells, microorganisms, plants, human sub-cellular components *in vitro*, biophysical and biochemical analytical techniques or computer technology.
- 3.3 Animal Free Research UK shall **not**:
  - (a) support research that requires or involves the use of **living animals, animal tissue, animal cells or cell lines** in any way, even though the ultimate aim may be to replace their use;
  - (b) fund the **purchase or maintenance of animals, animal tissue or animal cell lines** for any reason;
  - (c) support or fund the purchase of any animal derived biomaterials such as, but not limited to, **animal serum, animal-derived antibodies, trypsin, bovine serum albumin, gelatine or collagen** even though the ultimate aim may be to replace their use, where there are other non-animal replacements (see clause 3.4(d) below);
  - (d) subject to 3.4(b) and 3.4(c) below, fund the use of human embryonic or foetal stem cells;and the Primary Scientist who is by any means supported by Animal Free Research UK shall not be involved in any way in such research or activities for the duration of the Funded Activity.
- 3.4 Animal Free Research UK shall **only** consider funding research:
  - (a) using human cells, if the applicants have provided evidence of cell authentication or incorporate an authentication protocol to eliminate the possibility of misidentification or cross-contamination of cell lines and comply with Good Cell Culture Practice. Guidance on Good Cell Culture Practice can be downloaded from the [Animal Free Research UK Website](#), from [ALTEX Journal](#) or from [OECD Website](#);
  - (b) using human foetal tissues, cells, cell lines or embryonic tissues, cells, cell lines, if these have been freely donated by the consenting individual or derived from freely donated consenting individuals and/or their nominated and ethical

provider/source. The applicant must provide details of the ethical and consent aspects of donation. Research using human embryonic or foetal stem cells will not be funded. Embryonic and foetal tissue and cell research remains a contentious issue, if you have any concerns or doubts about their use please contact Animal Free Research UK;

- (c) using human placenta, amnion, and umbilical cord, if these have been freely donated by the consenting individual and/or their nominated and ethical provider/source following normal full-term births, miscarriage or stillbirth. The applicants must provide details of the ethical and consent aspects of donation when submitting their application.
- (d) using specific animal derived biomaterials, such as those mentioned in 3.3(c), with the exception of animal serum and polyclonal antibodies, where their use has been fully justified and where there is clear evidence that without their use, the Funded Activity cannot take place. There should also be clear instruction on how the Funded Activity will, during the course of the Funded Activity, aim to replace their use over time. For the avoidance of doubt, Animal Free Research UK will not fund the purchase of any animal serum, or the development and production of de novo polyclonal antibodies.

#### 4. Employment

- 4.1 The relationship between Animal Free Research UK and the Primary Grant Holder is intended to be and shall be one of grant-maker and grant-recipient and shall not be an employment relationship. **No Grant Holders or Primary Scientist shall be regarded as employees of Animal Free Research UK.**
- 4.2 Animal Free Research UK accepts no responsibility, financial or otherwise, for expenditure or liabilities arising out of work other than those expressly applied for in an applicant's application form.
- 4.3 In particular, Animal Free Research UK shall not be liable for any liability Grant Holders or their employers may incur towards a Primary Scientist (including, but not limited to, statutory maternity or paternity pay, statutory sick pay, statutory redundancy pay or compensation for breach of statutory rights).
- 4.4 Animal Free Research UK **does not award full economic costs**, and will not provide funds for indirect costs, such as institutional or departmental overheads or administrative charges, or costs of financial, personnel, secretarial, cleaning services, travel costs (excluding conference travel, subject to Section 14 below) or basic utilities.

#### 5. Eligibility

- 5.1 Applications shall be submitted by an established investigator who will oversee the Primary Scientist.
- 5.2 Candidate Primary Scientists from outside the United Kingdom are entitled to be funded under these Conditions; however, the research shall take place at an institute in the United Kingdom.
- 5.3 Candidate Primary Scientists do not have to be identified at the time of submitting an application, but any additional or supplementary costs associated with selection of potential Primary Scientists, after an award is accepted cannot be claimed retrospectively.
- 5.4 Research shall be performed at an institution in the United Kingdom.
- 5.5 All Grant Holders, the Primary Scientist, Head of Department and Finance/Administration Officer shall accept these Condition in writing prior to the issuance of any Grant funds.
- 5.6 The Grant Holders and the Primary Scientist shall ensure that the research to be undertaken complies with the Conditions.

#### 6. Financial provisions

- 6.1 Awards are capped and subject to clause 4.4 above. For specific details on Pilot Study Grants regulations, see the relevant appendix A1.
- 6.2 Animal Free Research UK **shall agree the start date** and also be in receipt of the signed declaration of acceptance of Animal Free Research UK's Conditions from the Grant Holder, the Head of Department, the Administrative Authority and the Primary Scientist prior to the agreed start date.
- 6.3 **A grant becomes effective from the date on which the Primary Scientist starts the research**, that is, when work is started not when a purchase is made from an expense allocation. No research related expenses, including personal support, invoiced to Animal Free Research UK prior to the official start date will be paid.
- 6.4 **Research must commence within three (3) months of the award of the grant**, subject to there being no mitigating circumstances and that Animal Free Research UK is kept well informed of any delays; otherwise, the grant shall be rescinded.

- 5.1 An invoice should be sent to Animal Free Research UK **thirty (30) days after the end of the Pilot Study period**;
- invoices must be sent electronically via email to [accounts@animalfreeresearchuk.org](mailto:accounts@animalfreeresearchuk.org);
  - a detailed breakdown of any consumables purchased during this invoiced period must also be provided to Animal Free Research UK;
  - invoices will only be reimbursed by Animal Free Research UK following the receipt of suitable final report from the Grant Holder and/or the Primary Scientist. Details of the reporting requirements can be found in Section 7 below;
  - late invoices submitted after thirty (30) days following the end of the quarter to which they relate, may be subject to a 5% reduction in payment;
  - Animal Free Research UK shall make all payments by electronic transfer to a bank account in the name of the University within 30 days of receipt of an undisputed invoice;
- 6.5 Funds requested in an application must be claimed for the use as originally stated.
- 6.6 Purchases of small pieces of equipment under the consumables budget:
- only equipment that is essential to the proposed Funded Activity can be requested as part of the consumables budget. Laboratory essentials/infrastructure equipment, such as, but not limited to PCR machines, fridge-freezers, centrifuges, cannot be requested in an application. Specific parts for a piece of equipment that is essential for the work, such as, but not limited to, specific HPLC columns, probes or sensors, can be requested as part of the consumables budget, but specific and detailed justification must be given in the application form. Animal Free Research UK reserves the right not to fund the purchase of such pieces of equipment even if the grant is awarded;
  - the purchase price of any equipment requested in this manner must be below £1,000;**
  - equipment must be used in line with these Conditions and, in particular, must not be used in conjunction with procedures with animals, animal tissues, cells or cell lines, or with human embryonic or foetal stem cells, by the Grant Holder, Primary Scientist or any other person;
  - equipment remains the property of Animal Free Research UK and may be reclaimed at any stage, including if the Primary Scientist or Grant Holder has no further use for it or leaves the department, or if it comes to Animal Free Research UK's attention that the equipment is being used in a way which contradicts these Conditions;
  - the Grant Holder and the Primary Scientist shall ensure that equipment funded under this award is appropriately insured and maintained throughout its useful life, and that the insurer is notified of Animal Free Research UK's interest in the equipment. For the avoidance of doubt, Animal Free Research UK shall not be responsible for the costs of such insurance or maintenance;
  - the Grant Holder shall seek Animal Free Research UK's consent to relocate any equipment belonging to Animal Free Research UK. Animal Free Research UK shall not be responsible for costs of relocation;
  - the Primary Scientist shall notify Animal Free Research UK if they are to leave the department in which the equipment is held;
  - the Grant Holder shall affix a label to the equipment to indicate that the equipment is the property of Animal Free Research UK;
  - the Primary Scientist and/or Grant Holder shall inform Animal Free Research UK of the nature and location of any equipment purchased on submitting their final report.**

## 7. Reporting

- 7.1 Animal Free Research UK **shall be provided with satisfactory progress reports at the mid-term of the duration of the Funded Activity**. Instructions on the content and style of the reports will be provided by Animal Free Research UK and shall be followed; and a clear recommendation is required from the Grant Holder as to whether the Primary Scientist's performance merits renewal of the grant. A critical part of the report is a lay-summary of the achievements to date together with the animal replacement aspect of the work. Reports are due within fourteen (14) days following the mid-term date.
- 7.2 **Within thirty (30) days of the award's agreed completion date, the Primary Scientist shall write and deliver a final report for Animal Free Research UK**. Instructions on the content and style of this report shall be obtained from Animal Free Research UK and shall be followed. Any publications arising shall be included. The report shall be submitted through the

Grant Holder, who shall append their comments. The last instalment of the grant will not be paid until a satisfactory final report is received. Late reports may result in a 5% reduction in payment of the final instalment of the grant.

- 7.3 Subject to clause 13.4 below, Animal Free Research UK will rely on the Grant Holder and Primary Scientist to produce and submit to Animal Free Research UK a short lay-summary (at a level that a member of the general public can understand) of progress reports that Animal Free Research UK can use to publicise the work that is being undertaken.
- 7.4 Animal Free Research UK will also endeavour to maintain contact with the Grant Holders and Primary Scientists for up to three (3) years from the end of the Funded Activity to track the use and development of any research activity. Grant Holders and Primary Scientists will be required to provide Animal Free Research UK updates in a timely manner when advances are made based on the Funded Activity.

## 8. Change of personnel, research direction or research location

- 8.1 The Primary Grant Holder shall inform Animal Free Research UK immediately if the Funded Activity is to cease or has ceased before the expiry of the grant.
- 8.2 The Primary Grant Holder shall inform Animal Free Research UK immediately if they, a Grant Holder or the Primary Scientist ceases their involvement in the Funded Activity or expresses an intention to do so before the expiry of the grant and shall be responsible for recruiting a suitable replacement at no cost to Animal Free Research UK.
- 8.3 Animal Free Research UK should be informed immediately if the Primary Grant Holder, the Grant Holder or Primary Scientist goes on long term absence, such as, but not limited to, maternity or paternity leave, or is absent due to illness for more than two (2) weeks.
- 8.4 Animal Free Research UK must be consulted in advance about any proposed change in the direction or location of the research.
- 8.5 The Primary Grant Holder is expected to have tenure or an open-ended permanent contract/position.

## 9. Termination of the award

- 9.1 A grant may be terminated, or its conditions varied at any time, at the absolute discretion of Animal Free Research UK, with immediate effect.
- 9.2 Animal Free Research UK shall reimburse expenditure incurred under the award up to the date of termination, and any expenditure irreversibly committed at the date of notice of termination save that irreversibly committed expenditure shall not be reimbursed by Animal Free Research UK where termination is made in accordance with Clauses 9.3 or 9.4 below, or where the Grant Holder or Primary Scientist has not complied with the terms of these Conditions.
- 9.3 Contravention of any of these Conditions will result in immediate termination or suspension of the grant, and if applicable, the Grant Holder will be required to repay part or the entire grant already advanced. If Animal Free Research UK discovers after the end of a research project that a contravention occurred, repayment of part or the entire grant will be required.
- 9.4 Grant Holders and/or Primary Scientists whose progress or conduct does not satisfy Animal Free Research UK are liable to have their awards terminated. It will be at the discretion of Animal Free Research UK whether, in any such case, repayment of some or the entire grant will be required.

## 10. Publications and acknowledgements

- 10.1 Subject to clauses 10.2 - 10.13 below, Grant Holders and Primary Scientists are strongly encouraged to, and must make best endeavours to, publish the outputs of the Funded Activity.
- 10.2 **Animal Free Research UK shall be provided with a copy of any publication**, such as, but not limited to, journal articles, poster or oral presentations, at least ten (10) business days PRIOR to final submission. For the avoidance of doubt, clause 10.1 also applies for any publication, published at any time, during or after the end of Funded Activity.
- 10.3 Animal Free Research UK shall be made aware of the intention to publish a paper prior to any costs occurring and subject to clause 10.1 above. Animal Free Research UK reserves the right not to assist with any publication charges where it has not been made aware in advance.
- 10.4 Animal Free Research UK will not automatically assist with full publication costs for the publication of Animal Free Research UK-Funded research as a full journal article. For the duration of the Funded Activity and up to six (6) months after the final invoice has been paid, Animal Free Research UK will endeavour to provide additional financial assistance to enable the Grant Holder and/or Primary Scientist to publish the outputs of the Funded Activity:

- (a) where the Grant Holder's institute does not already fully cover the costs of publication, especially for open-access journals, Animal Free Research UK will provide additional support of up to fifty percent (50%) of the Article Processing Cost/Fee to enable the Grant Holder and/or Primary Scientist to publish the results of Funded Activity.
  - (b) if additional publication costs are incurred after the final grant payment has been made, the institute must invoice Animal Free Research UK within thirty (30) days of such costs being made and payment will be made by way of reimbursement.
- 10.5 All oral and written presentations, theses and other publications arising from a Funded Activity must include acknowledgement of this support, by including the Grant Reference Number and the following phrase, in full:  
**"[insert name] was funded by Animal Free Research UK (Grant number: [Grant Reference Number])."** and where space permits, the following additional phrase should be included: **"Animal Free Research UK funds pioneering animal free research that saves humans and animals and is forging a future where animals are replaced with modern, human relevant techniques."** and where possible include a copy of Animal Free Research UK's logo (clause 10.13 below). The Grant Reference Number will be found on the acceptance documentation, or by contacting Animal Free Research UK, and should also be quoted in all materials where possible. A reprint or copy of the final presentation and/or article must be sent to Animal Free Research UK within two (2) months of publication.
- 10.6 For the duration of Funded Activity, if the Primary Scientist provides support and/or assistance towards work that involves/involved experiments on animals, or cells or tissues from animals and subsequently whose name appears on any publication of such work, the Primary Scientist must ensure that the following statement appears in the publication, in full: "[Insert Name] is funded by the Animal Free Research UK and did not participate in experiments involving animals, animal tissue, cells or cell lines." A reprint or copy of the final presentation and/or article shall be sent to Animal Free Research UK within two (2) months of publication.
- 10.7 Where a publication arises that includes data obtained from both a Funded Activity and a non-Funded Activity and where the non-Funded Activity involved the use of experiments on animals, or cells or tissues from animals, or used animal-derived biomaterials, then the following statement must appear in the publication, in full:  
**"Animal Free Research UK does not support or fund any experiments involving animals, animal tissue, animal cells or cell lines, or animal derived biomaterials."**
- 10.8 A reprint or copy of the final presentation and/or article must be sent to Animal Free Research UK within two (2) months of publication.
- 10.9 For the avoidance of doubt, Clauses 10.2, 10.6 and other relevant clauses would still apply for such publications.
- 10.10 Where a publication arises that includes data obtained from both a Funded Activity and a non-Funded Activity, Clause 10.3 will not apply and Animal Free Research UK will not assist with any publication costs.
- 10.11 In all publications and presentations of the Funded Activity, Grant Holders and Primary Scientists are required to explain the implications for replacing animal experiments. Additionally, when selecting keywords and indexing terms, e.g. MeSH terms, for a publication, recognised terms such as "Replacement" or "Animal alternatives" or "non-animal model" or "3Rs" should be used.
- 10.12 Subject to clause 7.1 above, the Grant Holder and Primary Scientist shall produce and submit to Animal Free Research UK a short lay-summary (at a level that a member of the general public can understand) of reports that Animal Free Research UK can use to publicise the work that is being undertaken. Any such published summary would be used externally; therefore, the Grant Holder and/or Primary Scientist shall not include any material or information that could be deemed confidential.
- 10.13 Animal Free Research UK's logo shall, where possible, be used on all materials used in the dissemination of findings from all Funded Activities and in compliance with any brand guidance provided by Animal Free Research UK to the Grant Holder or Institute from time to time. Additionally, the Grant Reference Number for the Funded Activity, should also be quoted in all materials where possible.
- 10.14 Failure to adhere to the conditions in Section 10, and especially clauses 10.5, 10.6 and 10.7, may result in any remaining funding being withdrawn or negatively impacting any future applications from the Grant Holder.

## 11. Intellectual Property

- 11.1 Any Foreground Intellectual Property shall be the property of the Grant Holder, which hereby grants to Animal Free Research UK a perpetual, royalty-free, non-exclusive licence to use the Foreground Intellectual Property for its own non-



commercial promotional and/or educational purposes. Such use is subject to the Grant Holder providing Animal Free Research UK with written notice that the research is subject to confidentiality in accordance with the Patents Act 1977, such patent filing or publication not to be unreasonably delayed by the Grant Holder.

- 11.2 No rights in any Background Intellectual Property will transfer as a result of the Funded Activity. Animal Free Research UK will be entitled to a royalty-free non-exclusive license of such Background Intellectual Property as required to enable it to exercise its rights set out in clause 11.1. Any other use shall be subject to agreement of fair and reasonable commercial terms between the Parties.
- 11.3 Animal Free Research UK requires, as appropriate, the Grant Holder or its technology transfer company, to develop and implement strategies and procedures for the identification, protection, management and exploitation of all Foreground Intellectual Property.
- 11.4 The Grant Holder shall notify promptly Animal Free Research UK when Foreground Intellectual Property that may be of medical or commercial value is created and shall ensure that such Foreground Intellectual Property is protected at the Grant Holder's expense, and not published or otherwise publicly disclosed prior to protection (whilst at the same time ensuring that potential delays in publication are minimised).
- 11.5 The Grant Holder shall permit Animal Free Research UK to have reasonable access to its personnel, facilities and information utilised in, or created or acquired pursuant to a Funded Activity, or to the exploitation of Foreground Intellectual Property under this clause 11.
- 11.6 Animal Free Research UK requires the Grant Holder to ensure and/or procure that all persons working on or involved with a Funded Activity (including but not limited to employees, students, visiting fellows and sub-contractors) are employed, engaged or retained on terms that vest in the Grant Holder all Foreground Intellectual Property, and that such persons waive any moral rights or equivalent rights in the Foreground Intellectual Property throughout the world.
- 11.7 As a charity, Animal Free Research UK is under an obligation to ensure that the useful results of research funded by Animal Free Research UK are applied for the public good. Where Foreground Intellectual Property arises from the Funded Activity, Animal Free Research UK requires the Grant Holder to consider whether the protection, management and exploitation of such Foreground Intellectual Property is an appropriate means of achieving the public good in consultation with Animal Free Research UK.
- 11.8 If the Grant Holder considers that exploitation of the Foreground Intellectual Property is an appropriate means of achieving the public good in accordance with clause 11.7, the Grant Holder must seek the prior written consent of Animal Free Research UK, (such consent not to be unreasonably withheld) before it makes any commercial use of, or grants to any third party any exploitation rights, over such Foreground Intellectual Property. Exploitation includes use for any commercial purpose or any licence, sale, assignment, materials transfer, or any other transfer of rights. As a condition for granting consent, Animal Free Research UK will require the Grant Holder to share with Animal Free Research UK the benefit of commercialisation of such Foreground Intellectual Property, either:
  - (a) as set out in clause 12; or
  - (b) by requiring the Grant Holder to enter into an agreement with an Animal Free Research UK Technology Transfer Company on substantively the same terms as clause 12.
- 11.9 Should the Grant Holder decide not to proceed with protection and commercialisation of any Foreground Intellectual Property then it shall inform Animal Free Research UK and, subject to any relevant third party rights and consents, Animal Free Research UK shall have the right, but not the duty, to protect and exploit such Foreground Intellectual Property. For the avoidance of doubt, the Grant Holder will keep confidential the Foreground Intellectual Property to the extent necessary in order that any required protection of such Foreground Intellectual Property is not jeopardised notwithstanding its decision not to proceed with such protection and commercialisation. Animal Free Research UK shall confirm to the Grant Holder within a reasonable period whether it wishes to take on the protection and commercialisation of such Foreground Intellectual Property.
- 11.10 If the Grant Holder does not protect, manage or exploit any Foreground Intellectual Property to the reasonable satisfaction of Animal Free Research UK, then Animal Free Research UK shall have the right, but not the duty, to protect, manage and exploit such Foreground Intellectual Property. Such right shall only be exercised three (3) months after Animal Free Research UK has given the Grant Holder notice in writing that it is failing to protect, manage and exploit the Foreground Intellectual Property to Animal Free Research UK's satisfaction. However, Animal Free Research UK may exercise such right sooner where it reasonably considers that the opportunity to protect, manage or exploit such



Foreground Intellectual Property in order to further its charitable aims could be lost if more immediate action is not taken. The Grant Holder agrees to do, and will ensure that its employees, students and any third party acting on its behalf do, all acts required to assist Animal Free Research UK in such protection and exploitation, promptly and fully.

- 11.11 Where Animal Free Research UK acquires Foreground Intellectual Property under clause 11.9 or 11.10 Animal Free Research UK shall have the rights granted to the Grant Holder under Clause 12.1 below, and the Grant Holder shall have the rights granted to Animal Free Research UK under Clause 12.1 below, in relation to all revenue generated by such Foreground Intellectual Property.
- 11.12 Thirty (30) days after the last day of each year of the Agreement or as reasonably requested by Animal Free Research UK, the Grant Holder shall provide a statement to be delivered to Animal Free Research UK which shall give details of the Foreground Intellectual Property generated that year, together with any commercialisation of the Foreground Intellectual Property and any fees generated from the commercialised Foreground Intellectual Property in accordance with clause 12.
- 11.13 Any monies payable to Animal Free Research UK pursuant to clause 12 shall be paid within fourteen (14) days of delivery to Animal Free Research UK of such statement. Animal Free Research UK may require any of the statements and information referred to in this clause 11 to be audited by its auditors so as to verify their accuracy and the Grant Holder will allow Animal Free Research UK or its representatives access to the relevant books, records and accounts during normal working hours, upon seven (7) days' notice by Animal Free Research UK, for the purpose of conducting an inspection and to confirm the accuracy of the written statements.
- 11.14 If Animal Free Research UK's auditors conclude that the amount paid to Animal Free Research UK by the Grant Holder under clause 12 was less than it should have been, the Grant Holder agrees to pay the amount of such shortfall to Animal Free Research UK within fourteen (14) days of receipt by the Grant Holder of a notice to that effect from Animal Free Research UK and signed by its auditors. Animal Free Research UK agrees to pay the costs of its auditors unless their investigation reveals an underpayment of at least two per cent (2%) of the amount that should have been paid from the Grant Holder to Animal Free Research UK, in which event the reasonable costs of such audit shall be borne by the Grant Holder directly.
- 11.15 All sums accrued under this clause 11 and clause 12 shall remain due and owing notwithstanding the termination or expiry of the grant period or following completion of the Funded Activities .

## 12. Revenue sharing

12.1 Animal Free Research UK shall be entitled to a share of any and all revenue arising from the exploitation of any Foreground Intellectual Property arising from Animal Free Research UK grant in accordance with standard arrangements established by the Association of Medical Research Charities ("AMRC") in Appendix 7 of "An Essential Partnership" Principles & Guidelines for Working with Industry as published by the AMRC in December 2007 as illustrated below:

(a) where Animal Free Research UK is the sole funder of the research leading to the Foreground Intellectual Property, the Grant Holder shall share with Animal Free Research UK any revenue generated from exploitation of such Foreground Intellectual Property according to the following formula:

(1) From gross income received the Grant Holder, or its technology transfer company if relevant, may:

1. deduct and reimburse as appropriate any costs reasonably incurred by the Grant Holder, exclusively attributable to the exploitation of the Foreground Intellectual Property, including patent fees and reasonable professional costs ("Direct Costs");
2. deduct and reimburse to Animal Free Research UK as appropriate either the amount paid to the Grant Holder under clause 12.1(a)(1)1 above, or the full amount of any funding paid by Animal Free Research UK to the Grant Holder, whichever is the greater; and
3. distribute remaining net income received in the following revenue shares (determined by reference to cumulative income) as follows:

Cumulative Net Income	Grant Holder	Animal Free Research UK
£0 – £100,000	65% (sixty-five per cent)	35% (thirty-five per cent)
£100,001+	60% (sixty per cent)	40% (forty per cent)

(b) where Animal Free Research UK is not the sole funder of the research leading to the Foreground Intellectual Property, or where a third party has provided research materials or other form of non-financial contribution to the



research which led to the creation of the Foreground Intellectual Property, then Animal Free Research UK's share of any income arising from exploitation of such Foreground Intellectual Property shall be pro-rata calculated to take into account:

- (1) first the inventive contribution of each inventor to the invention;
  - (2) then, the relative contribution of the Grant Holder, Animal Free Research UK and other third party funders or contributors to each inventor as relevant;
  - (3) then the above formula in clause 12.1(a) shall be applied to Animal Free Research UK's portion of gross income attributed to Animal Free Research UK's contribution pursuant to this clause.
- (c) the revenue sharing terms in clause 12.1(a) and 12.1(b) above shall apply only to cash income generated from the exploitation of Foreground Intellectual Property.
- (d) where commercialisation leads to an equity deal the Grant Holder shall share the benefits of equity with Animal Free Research UK upon realisation of the equity asset by the Grant Holder (or its technology transfer company if relevant). The share to Animal Free Research UK shall be agreed on a case by case basis taking into account revenue sharing terms in clause 12.1(a) and 12.1(b) above and shall be calculated by the Grant Holder strictly in relation to the notional value of the Foreground Intellectual Property which arose under Animal Free Research UK's funding in proportion to the overall value of all other contributions to and/or assets of the company.
- (e) notwithstanding clause 12.1(d) above and, for the avoidance of doubt, Animal Free Research UK shall not share in any equity received by the Grant Holder (or its technology transfer company if relevant) which does not relate directly to the Foreground Intellectual Property.
- (f) for the avoidance of doubt, the Grant Holder shall be responsible for rewarding the inventors of the Foreground Intellectual Property who are its staff or students from its revenue share in accordance with its own policies and codes of practice.

## 12.2 Example Revenue Sharing Calculations

- (a) Animal Free Research UK is sole funder of the research leading to the Foreground Intellectual Property  
All inventors funded by Animal Free Research UK.

Gross Income	£50,000
Direct Costs	£10,000
Net Income	£40,000
Grant Holder's share (65% of £40,000)	£26,000
Animal Free Research UK's share (35% of £40,000)	£14,000

- (b) Animal Free Research UK is not sole funder of the research leading to the Foreground Intellectual Property

### (1) Inventor details

Four inventors contributed to the Foreground Intellectual Property for which a patent application was filed. The inventors assessed their contribution and agreed that each contributed equally to the invention. Each inventor's contribution is therefore 25%.

Inventor A was funded by Animal Free Research UK

Inventor B was funded by Organisation B

Inventors C and D were funded by Organisation C

Each funder to receive a share of remaining net income from commercialisation of the Foreground Intellectual Property calculated pro rata on inventive contribution of each inventor to the invention. The portions of remaining net income from which each funder will receive a share are as follows:

Animal Free Research UK from 25% of remaining net income

Organisation B from 25% of remaining net income

Organisation C from 50% of remaining net income

- (2) Distribution to Animal Free Research UK and Organisations B and C

Gross Income	£50,000
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Direct Costs	£10,000
Net Income	£40,000
<b>Distribution to Animal Free Research UK</b>	
25% share attributable to Animal Free Research UK	£10,000
Grant Holder's share (65% of £10,000)	£6,500
Animal Free Research UK's share (35% of £10,000)	£3,500
<b>Distribution to Organisation B</b>	
25% share attributable to Organisation B	£10,000
Grant Holder's share (65% of £10,000)	£6,500
Organisation B's share (35% of £10,000)	£3,500
<b>Distribution to Organisation C</b>	
50% share attributable to Organisation C	£20,000
Grant Holder's share (65% of £20,000)	£13,000
Organisation C's share (35% of £20,000)	£7,000

### 13. Publicity and data protection

#### Publicity

- 13.1 Animal Free Research UK is a charity and relies on voluntary contributions. This involves a continuing programme of publicity, education and fund-raising, and Grant Holders and Primary Scientists will be asked for their support and consent at minimum to the following: participating in a photo call; receiving a visit from an Animal Free Research UK representative or a major sponsor; and giving a presentation at Animal Free Research UK's annual conference.
- 13.2 On acceptance of an Animal Free Research UK grant, Grant Holders and Primary Scientists will be required to provide relevant personal information for the purposes of Animal Free Research UK's media activities. Such information will be used in order for Animal Free Research UK to promote the Funded Activity to the public and in all its social and media activities. A data release form will be provided to the Grant Holders and Primary Scientists separate from this agreement.
- 13.3 Grant Holders and/or the Primary Scientist shall provide Animal Free Research UK a at least six colour images depicting aspects of the research funded on a royalty free use basis. These shall be provided in electronic format as high quality image files i.e. of at least 300 dpi. Animal Free Research UK shall be entitled to use the images in perpetuity for fundraising, educational and publicity purposes and the images provided should not contain any confidential information or data that cannot be made public. Any citation information should be provided with the images in order to correctly credit the image. If no such information is provided the assumption is that Animal Free Research UK is free display the images without citation or attribution.
- 13.4 As part of the reports sent to Animal Free Research UK, the Grant Holder and Primary Scientist are also required to prepare a short lay summary of the research activities to date for its use in Animal Free Research UK publications. This summary article will be used by Animal Free Research UK for its public fundraising, educational and publicity purposes, and therefore should not contain any information or data that should be kept confidential or that you would not want made public.
- 13.5 The Animal Free Research UK logo shall, where possible, be used on all materials used in the dissemination of findings from Animal Free Research UK-Funded Activities or for the promotion of Animal Free Research UK-Funded Activities, and in compliance with any brand guidance provided by Animal Free Research UK to the Grant Holder or Institute from time to time.

#### Data protection

- 13.6 In these clauses 13.6 to 13.12 and Appendix A2, the following definitions shall apply:  
Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data 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) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

- 13.7 Animal Free Research UK will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 13.8 For the purposes of the Data Protection Legislation, the Grant Holder or the Primary Scientist shall be the Controller and Animal Free Research UK is the Processor. Appendix A2 sets out the scope, nature and purpose of processing by Animal Free Research UK, the duration of the processing and the types of Personal Data and categories of Data Subject.
- 13.9 Without prejudice to the generality of Clause 13.7, the Grant Holder and/or the Primary Scientist will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Animal Free Research UK for the duration and purposes of these terms and conditions.
- 13.10 Without prejudice to the generality of Clause 13.7, Animal Free Research UK shall, in relation to any Personal Data processed in connection any party's obligations under these Conditions:
  - (a) process that Personal Data only on the documented written instructions of the Grant Holder and/or Primary Scientist which are set out in Appendix A2 unless Animal Free Research UK is required by Applicable Laws to otherwise process that Personal Data. Where Animal Free Research UK is relying on Applicable Laws as the basis for processing Personal Data, Animal Free Research UK shall promptly notify the Grant Holders and/or Primary Scientists of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Provider from so notifying the Grant Holders and/or Primary Scientists;
  - (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Grant Holders and/or Primary Scientists, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
  - (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
  - (d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Grant Holders and/or Primary Scientists has been obtained and the following conditions are fulfilled:
    - (1) the Grant Holders and/or Primary Scientists or Animal Free Research UK has provided appropriate safeguards in relation to the transfer;
    - (2) the data subject has enforceable rights and effective legal remedies;
    - (3) Animal Free Research UK complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
    - (4) Animal Free Research UK complies with reasonable instructions notified to it in advance by the Grant Holders and Primary Scientists with respect to the processing of the Personal Data;
    - (5) assist Grant Holders and/or Primary Scientists, at the Grant Holders and/or Primary Scientists cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
    - (6) notify the Grant Holders and/or Primary Scientists without undue delay on becoming aware of a Personal Data Breach;

- (7) at the written direction of the Grant Holders and/or Primary Scientists delete or return Personal Data and copies thereof to the Grant Holders and/or Primary Scientists on termination of the agreement unless required by Applicable Law to store the Personal Data; and
- (8) maintain complete and accurate records and information to demonstrate its compliance with this clauses 13.6 to 13.12.

13.11 Grant Holders and Primary Scientists do not consent to Animal Free Research UK appointing any third-party processor of Personal Data under this agreement.

13.12 Any party may, at any time on not less than 30 days' notice, revise this clauses 13.6 to 13.12 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to these terms and conditions).

#### **14. Conference Attendance**

14.1 Grant Holders and Primary Scientists are actively encouraged to attend and present at symposia or conferences to disseminate the results and/or outputs of the Funded Activity. It is the responsibility of the Grant Holders to select the most appropriate conference/meeting to attend.

14.2 Grant Holders and Primary Scientists shall attend any Scientific Conference hosted or run by Animal Free Research UK during the period of the Funded Activity. To facilitate attendance, reasonable travel costs to/from the Conference will be covered by Animal Free Research UK. This is in addition to other conference attendance (below) and is in addition to funds requested as part of the Funded Activity.

14.3 Pursuant to clause 10 of these conditions, Animal Free Research UK shall receive a copy of any poster or oral presentation for conferences prior to submission for conference review.

14.4 The presenter of any oral or poster presentation shall agree that:

- (a) relevant clauses in Section 10 will be adhered to;
- (b) oral presentations will include a verbal explanation of how the research relates to the replacement of animal experiments and must acknowledge the support of Animal Free Research UK;
- (c) an opening or closing set of slides used during a presentation, e.g. PowerPoint, will acknowledge the support of Animal Free Research UK by the inclusion of the charity's default information;
- (d) poster presentations will include a statement clearly explaining how the research relates to the replacement of animal experiments and will acknowledge the support of Animal Free Research UK and include Animal Free Research UK's logo. High-resolution copies of Animal Free Research UK logo will be provided.

14.5 A copy of the submitted abstract, together with a lay summary of the work to be presented must be sent to Animal Free Research UK at least seven (7) days before the conference. Additionally, a copy of all published presentations and/or poster or other publications must be sent to Animal Free Research UK within seven (7) days of the attendance of such meeting/conference.

14.6 The Grant Holder or Primary Scientist shall submit a short lay summary report of the proceedings of the meeting or symposium attended within seven (7) days following attendance at the meeting or symposium. This is to enable Animal Free Research UK to publicise the outputs of the Funded Activity.

14.7 Any meeting attendance expenses will be paid by way of reimbursement within thirty (30) days following receipt of invoices or other sufficient proof of expenditure, such invoices to be submitted to Animal Free Research UK within thirty (30) days of the expenditure being incurred. Late invoices submitted may be subject to a 5% reduction in Animal Free Research UK's reimbursement.

For further information or enquiries, please contact Animal Free Research UK. Contact details are listed after the appendices.

### **Appendices**

Appendix A1 contains additional regulations applying specifically to Pilot Study Grants.

Appendix A2 is the Data Processing Schedule.

## A1. Regulations for Pilot Study Grants

- i Pilot Study Grants provide short-term consumables support for small research projects or pilot studies for up to a maximum of one (1) year. The purpose of these grants is to allow scientists to explore new ideas in animal replacement research that might merit further development, and to enable the collection of sufficient data to assist in securing further support from Animal Free Research UK or other funding organisations. Primary Scientists must work full-time on the proposed project and must not engage in research that contravenes Animal Free Research UK's Policies, Regulations and Conditions of Support.
- ii Funding is provided for up to a maximum of one (1) year, to undertake a short and clearly defined research project. These grants are not be used as "top-up" funds.
- iii It is a condition of the Pilot Study Grant that the work detailed in the application is completed within the anticipated timeframe and that suitable **mid-term and final reports** are provided to Animal Free Research UK (see Section 7).
- iv At the end of the Pilot Study Grant, the Grant Holders are eligible to reapply to Animal Free Research UK for other categories of support, although there are no guarantees that further funding from Animal Free Research UK will be awarded.
- v Awards for Pilot Study Grants are for a maximum of one (1) year only and consists of a **consumables budget** only.
  - (a) The **consumables budget** is up to a maximum of **£10,000** may be used to purchase materials, consumables, and essential small items of equipment, which must be dedicated to the research project.
  - (b) To avoid doubt, none of the budget can be used as personal support for a Primary Scientist working on this Pilot Study.  
For further information, refer to Section 6.
- vi The maximum award will only be given in respect of Pilot Study Grants where complete and detailed justification of such costs have been given and which align with the proposed research to be undertaken.

## A2. Data Processing Schedule

### PROCESSING, PERSONAL DATA AND DATA SUBJECTS

- i PROCESSING BY THE PROVIDER
- ii SCOPE
  - (a) The scope of data processed by Animal Free Research UK is that necessary for the performance of this grant, to administer the grant programme run by the charity. and to the extent required for legitimate interests and analysis purposes.
- iii NATURE
  - (a) Administrators and directors of the charity will utilise the information in order to make decisions regarding grant distribution, allocation, spending, communication purposes and in order to analyse the success or otherwise of the grants programs.
  - (b) Analysis and research on matters such as distribution trends will also be utilised by the charity to evaluate its success and impact.
- iv PURPOSE OF PROCESSING
  - (a) For business administration purposes to allow the organisation to maintain accurate records and contact details of grant-holders and other science stakeholders.
  - (b) To promote the charity and its activities and to appeal for further support from the general public.
  - (c) To allow the organisation to assess the impact of its activities.
  - (d) For defence against potential legal claims.
  - (e) For communication reasons.
  - (f) To disseminate results to scientific community.
- v DURATION OF THE PROCESSING
  - (a) 12 years after the end of the relevant grant.
- vi TYPES OF PERSONAL DATA



- (a) Name
  - (b) Date of Birth
  - (c) Email address – including current work email address as well as any post award contact details.
  - (d) Workplace details – including work history including role and employer, as well as any work details post award if in another Post, Research Group or Institute
  - (e) Work telephone number
  - (f) Work address
  - (g) Qualification details – educational history including subject and level studied, and university or other professional qualifications.
  - (h) Research progress reports – including any details of collaborators where specified.
  - (i) Record of events attended for the purposes of the research project
  - (j) Absence and leave records of primary scientist containing special categories of personal data (limited to substantial periods of absence that could impact on the progress of the grant, e.g. medium / long-term sickness, parental leave etc.).
- vii CATEGORIES OF DATA SUBJECT
- (a) Grant applicants and co-applicants
  - (b) Current and former grant holders
  - (c) Current and former primary scientists
  - (d) Finance and administrative teams at host university

## ➤ Contact

For further information or enquiries, contact Animal Free Research UK.

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Email: [grants@animalfreeresearchuk.org](mailto:grants@animalfreeresearchuk.org)