



Charity no: 1165672

Terms and Conditions

1. General

- All funds held by the Royal Free Charity (“the Charity”) (which include ward and departmental charitable funds) and all grants and expenditure by the Charity, must be used for charitable purposes. In general terms this means that all expenditure:
 - i. must further the objects of the Charity which are for charitable purposes relating to hospital services or the health service; and
 - ii. must be in the public benefit.
 - iii. Any private benefit must be incidental
- The charitable purpose, amount and duration of the grant are set out in the Confirmation letter.
- The grant is given for the stated charitable purpose only. Unless otherwise specified, this will be for the project as detailed in the application for funding. The grant should be used solely for this project.
- The amount stated in the Offer letter and Confirmation letter is a maximum figure for all costs incurred in connection with the project. There is no expectation that further funds will be provided to complete the project in the event of any shortfall.
- The amount stated includes any VAT costs that may be incurred. Where a grant is given to cover a staff salary, the cost also includes any pension, NI or other costs incurred by the employer.
- The duration, and anticipated start and completion dates for the project are stated on the Confirmation letter. The Charity recognises that it can take time for a project to be launched, for example if new staff have to be recruited. If there are likely to be significant delays to a project, or changes to the duration, the Charity should be informed promptly.
- The lead contact should be the individual with overall responsibility for the project which the grant is funding.
- Before any part of the grant can be paid, the lead contact must sign and return one copy of the terms and conditions confirming their acceptance.
- Any proposed changes to the lead contact, for whatever reason, must be communicated to the Charity immediately; the Charity reserves the right to review or withdraw a grant if a suitable replacement lead contact has not been identified.

2. Employment of staff

- Where funding relates to part or all of a salary cost, the Charity does not act as employer of the individual and will not be liable as such. The lead contact will be responsible for ensuring that all employment legislation is complied with. The Royal Free London NHS Foundation Trust’s HR department should be able to advise on this.
- Where the grant is a contribution towards part or all of the cost of new staff, the Charity requires confirmation that the post has been filled, including the name of post holder, annual salary and start date, before any payment is made.
- The Charity will not normally be willing to consider requests for additional funds for salary purposes that are not identified in the original application. Any increments or other salary increases not identified in the original application will be the responsibility of the host Royal Free London NHS Foundation Trust (“the Trust”)/UCL.
- The Charity should be informed within 7 days if staff supported by charitable funds give notice, leave, or are redeployed.

3. Grants for research

- The lead contact must ensure that prior to the research commencing and throughout the research period, all the necessary legal, ethical and regulatory requirements in order to conduct the research are met and all the necessary licences and approvals have been obtained. The Charity does not accept any liability arising from research projects that it funds.
- The lead contact is responsible for ensuring that the whole project is conducted in accordance with the Trust's/UCL's systems for the management, monitoring and control of research work, including the requirements of all regulatory authorities governing the use of investigational medicinal products and devices, radioactive isotopes, animals, pathogenic organisms, genetically manipulated organisms (GMOs), toxic and hazardous substances, and research on human subjects and human embryos, and the regulations set down under the Control of Substances Hazardous to Health (COSHH), Advisory Committee on Dangerous Pathogens (ACDP) and Advisory Committee on Genetic Manipulation (ACGM) guidelines, the Health and Safety at Work regulations and any other regulatory requirements as may apply from time to time.
- The lead contact is responsible for ensuring that the study is conducted in accordance with the Department of Health Research Governance Framework, the Mental Capacity Act and the Data Protection Act and any further applicable guidelines and legislation.

4. Grants for capital

- Any equipment funded by a grant from the Charity will, immediately it is received, transfer to the ownership of the Trust/UCL. All responsibility for such equipment, including matters of security, maintenance, infection control, training and issues relating to Health and Safety will be vested in the Trust/UCL who must ensure that the equipment is appropriately insured and maintained throughout its useful life.
- Any losses or claims relating to the equipment will be met by the Trust/UCL and the Charity will accept no liability in this respect.
- For grants relating to building work, any significant variations to the start date, project costs or estimated completion date should be communicated promptly to the Charity.

5. Intellectual property

- The Charity is under obligation to ensure that the results of research that it funds in part or in whole are published 'for the public benefit'. The Charity also attaches importance to commercial exploitation and recognises that the specific nature of the opportunity for exploitation may only become apparent during the course of research.
- All results of research in relation to which the Charity has made a grant (Research), must be considered for appropriate intellectual property protection and potential commercial exploitation. Any publication of the Research findings (including communications such as verbal statements, posters, abstracts and letters to specific journals) must be delayed until such consideration has been carried out. However, no unreasonable delay should be allowed to occur before information is placed in the public domain. A delay beyond 6 (six) months will be deemed unreasonable.
- The Research and the results of the Research may not be commercially exploited in any way without the prior written agreement of the Charity. Such agreement may be refused at the Charity's absolute discretion or granted subject to such conditions as the Charity may decide (and may well require prior agreement as to the sharing of the financial benefits arising from the exploitation). Decisions regarding exploitation will be made on a case by case basis.
- Where multiple funding sources are present or multiple inventors are involved, royalties and other income arising from the research should be shared in proportion to the investment made by funders, less any legal, patenting and associated costs incurred.

6. Payment of grants

- Grant holders must start to use funds within 6 months of receiving the confirmation letter.
- Grant payment(s) will be made as follows on production of authorised documentation in line with the Standing Financial Instructions of the Charity.
- Payment requests for grants covering capital items or medical research should usually be accompanied by original invoices, claim forms, receipts or memoranda. The Charity will make the payment, normally within two weeks of receipt.
- Recharges of salaries of Trust/UCL employees funded from a Charity grant will be charged to a designated control code. No further authorisation will be required.
- Recharges will continue until the accrual is exhausted, the agreed period of funding expires or notification is received that the recharge should cease.
- The Charity reserves the right to withdraw grants, in whole or in part, in the following circumstances:
 - (i) Where expenditure of the grant has not commenced within 12 months of the award date. The charity will require a report detailing the reasons for not using the funds and a request for an extension, if applicable.
 - (ii) Where projects are notified as completed. Any unspent balance of grant remaining will be cancelled.
 - (iii) Where a balance of grant has remained static for 12 months with no explanation from the lead contact. Any unspent balance of grant remaining will be cancelled; and or
 - (iv) If the lead contact leaves the Trust, or otherwise is not able to continue to act as the responsible individual for the grant and a suitable replacement cannot be identified.

7. Grant evaluation

- In all cases where a grant has been agreed, the Charity will require an annual report from the lead contact for the duration of the project. The Charity will normally make this request on 1 February with the report to be sent back the Charity by 28 February. A final report should be submitted no later than three months after the completion of the project. A reminder will be sent to the lead contact at the relevant time.
- Failure to comply with these reporting requirements may affect payments under the current grant and future requests from the applicant.

8. Publicity

- It is a condition of the grant that recipients must ensure appropriate acknowledgement of the Charity's support, and co-operate with the Charity in publicising the grant if requested.
- Subject to section 5 above, the lead contact must ensure that all useful knowledge acquired from research funded by the Charity is disseminated to the public and others able to utilise or benefit from it. Where the research is highly technical, restricted access through medical publications, universities, and other medical and educational establishments to persons who have a sufficient reason to study the material will be acceptable.
- In all cases, to avoid any possible confusion, the Charity should be referred to as the "Royal Free Charity". In formal settings, the Charity's registered number 1165672 should also be added. Where possible the Charity logo should be displayed. Copies are available on request.
- In general, the Charity's support should be acknowledged on all materials produced in connection with the project, such as leaflets, posters, displays, job adverts, newsletters, reports and published articles. The regularity and prominence of the acknowledgement should be proportionate to the degree of support.

- Where a grant has supported physical or environmental improvements, the Charity will contact the recipient to arrange the installation of a Royal Free Charity plaque, if appropriate.
- The Charity should be invited to any launch or opening events, and its support acknowledged at such events and any material publicising the event. The Charity will send a staff or Trustee representative whenever possible.
- The Charity may also contact recipients for quotations or images to be used in internal and external publicity material, or press releases.
- The Charity is committed to following good practice in fundraising, and will act professionally and sensitively at all times when arranging publicity in connection with grants.

I agree to the Terms and Conditions of the grant by the Royal Free Charity

Project name _____

Amount _____

Name _____

Sign _____

Date _____