**THE CUNNINGHAM TRUST**

PhD Standard Conditions Applying to the Award of

The Cunningham Trust Research Funding *[from April 2019]*

This document sets out the conditions on which The Cunningham Trust may offer to support a three-year PhD Studentship.

1. **General**

1.1 The Studentship shall be carried out by or under the general direction of the

University/Research Institution (“Administering Institution”) named in the

Studentship award which shall be responsible for the conduct of the project.

1.2 The Administering Institution shall notify The Cunningham Trust of the start and completion dates of the project and of any events occurring during the Studentship which could prejudice the completion date. The start date is expected to be in September of the academic year following the offer of a Studentship Award. Any alternative start date should be no more than 4 months later than the expected September start date. Awards starting more than 4 months after the expected September start date may be forfeited. No change in the research protocol may be made without **prior written** agreement of The Cunningham Trust. Failure to adhere to these conditions may result in termination of the Studentship and the demand for partial or full repayment of funds with the exception of such funds which have been properly and legitimately spent on project work. The Dean or equivalent and the Research Administrator of the Administering Institution will be informed of the circumstances and where appropriate, the Research Ethics Committee of the Administering Institution. Further, no change in the supervisors may be made without prior written agreement of The Cunningham Trust.

1.3 The Principal University Supervisor (i.e. the first supervisor from the Administering Institution as named on the application form) cannot accept paid appointments away from the funded laboratory during tenure of the Studentship which would detract from their ability to supervise the PhD student. Failure to direct the research due to avoidable absence from the funded laboratory may result in termination of the Studentship and the demand for partial or full repayment of funds with the exception of such funds which have been properly and legitimately spent on project work.

1.4 The Administering Institution shall be responsible for the provision of the basic facilities required to support the work of the Studentship.

1.5 The Administering Institution shall be responsible for ensuring compliance with all Conditions contained in this section and the Research Governance Framework for Health and Community Care.

1.6 All the Studentship Conditions contained in this document must subsist, notwithstanding the termination of the Studentship or the Studentship period, unless otherwise agreed.

1.7 The same research project can be sent to other grant-funding bodies. However, if funding is obtained from The Cunningham Trust and another funding body, not more than one funding award can be held for the same research project.

**2. Staff**

2.1 The recruitment of the PhD student will be dealt with by the Administering Institution **and should involve a representative of The Cunningham Trust** (as nominated at the sole discretion of The Cunningham Trust, but usually the Scientific Adviser).

2.2 It is the responsibility of the Administering Institution to enter into any contractual arrangements with the PhD student whose stipend is reimbursed from the Studentship.

2.3 The Administering Institution must ensure that staff working on the Studentship must devote to it the appropriate amount of time in relation to the amount of financial support received from The Cunningham Trust.

**3. Consumables**

3.1 The element of the Studentship award attributable to consumables shall be used

*exclusively* in connection with the Studentship and the Administering Institution shall, on request by The Cunningham Trust, produce such receipts and vouchers to evidence the consumables spend on this basis.

**4. Finance**

4.1 The Administering Institution shall exercise financial control of the Studentship. Each year, subject to satisfying all relevant conditions, an annual allocation of the Studentship shall be made by The Cunningham Trust to cover the agreed costs for the incoming year (the Annual Payment).

4.2 The Cunningham Trust will **not** make any payments for any increase in any stipend of the Administering Institution’s staff which is above that agreed by The Cunningham Trust as set out in the Studentship.

4.3 The Cunningham Trust shall not be bound to reimburse claims for expenditure in any category in excess of the maximum stated in the Studentship or in excess of any amended maximum which has been agreed in accordance with Conditions **15.1** (below).

4.4 The Cunningham Trust shall pay claims only in respect of expenditure properly incurred during the currency of the Studentship (as stated in the Studentship), or as has been agreed in accordance with Condition **15.1**. The Administering Institution shall be bound to supply such additional financial information as may reasonably be required by The Cunningham Trust.

**5. Privacy**

5.1 **It is the responsibility of the Administering Institution to ensure that the requirements of the Data Protection Act 1998 are fully observed.** In particular, the Administering Institution shall ensure at all times that any personal data collected in the course of the Studentship shall be securely held and handled and that the anonymity of persons to whom the data refer shall be preserved in any report or publication.

**6. Use of Animals**

6.1 Studentships which use animals for experimental purposes in support of research

require all relevant individuals and entities to obtain the necessary personal and project licences and any necessary certificates from the Home Office and to comply with any conditions imposed by the Home Office.

**7. Ethics**

7.1 Where the proposed research involves NHS patients (and, if applicable, staff who

are recruited), fetal material or IVF involving NHS patients, the recently dead, access to patients’ records, or the use of NHS premises or facilities, the written approval of the appropriate Research Ethics Committee (REC) must be submitted with the application. Patient information sheets to be used in the research project should be included with the application.

7.2 Although an application may be ***considered by*** The Cunningham Trust before approval is granted, any award will only be ***recommended***, subject to its receipt of the letter of approval. No Studentship will be activated until written approval has been received. The Cunningham Trust reserves the right to decline an application on ethical grounds, even when approval has been given by the appropriate REC.

7.3 Research proposals which involve genetic modification of organisms must have written authority from the Health and Safety Executive (HSE) for each genetically modified organism proposed to be used during the project.

7.4 The use of gene therapy in patients must have written approval from an appropriate ethics committee.

7.5 The trial of new medicines must have authority from the Medicines and Healthcare products Regulatory Agency (MHRA) and any clinical trials must comply with the Clinical Trials Directive of May 2004 (and any implementing legislation or regulations all as the same may be amended, modified or re enacted from time to time). If applicable to the proposed research a copy of the letter from the appropriate authority must be included with the application.

7.6 In all studies where human material (irrespective of origin) is used, the practice and procedures must be compliant the Codes of Practice issued by the Human Tissue Authority ([www.hta.gov.uk](file:///C%3A%5CUsers%5Cajh30%5CAppData%5CLocal%5CMicrosoft%5CWindows%5CINetCache%5CContent.Outlook%5CZHXKNIOR%5Cwww.hta.gov.uk)) and the provisions of the Human Tissue Act (Scotland).

7.7 Research proposals which involve stem cell research must have written authority from the relevant regulatory body as required by law.

**8. Safety**

8.1 If the research proposed involves the use of genetically-manipulated organisms, the Administering Institution must demonstrate to The Cunningham Trust, by means of a letter of approval, that both the procedures for such modifications and the recombinant organisms themselves have been approved by the Health & Safety Executive, for both laboratory use and, if appropriate, clinical use.

8.2 Where the research involves equipment or procedures which may be hazardous (such as the use of radioisotopes, potential carcinogens or lasers) the grantholder(s) must satisfy the local safety committee that all appropriate safety procedures and regulations have been complied with. Liability for failures in this regard shall be the responsibility of the Academic Institution. If applicable to the proposed research a copy of the certificate of approval for the laboratory from the appropriate authority must be included with the application.

**9. Reviews & Reporting Procedures**

9.1 A Scientific Advisor or any authorised officer of The Cunningham Trust or a group appointed on its behalf by The Cunningham Trust must be able, reasonable notice having been given, to discuss progress with the supervisors and the PhD student involved.

9.2 The Administering Institution must provide a **Set-Up Report** to The Cunningham Trust 3 months after the start of the Studentship to confirm that the Studentship is in progress in full accordance with the terms of the application and all named personnel, except as otherwise previously agreed in writing with The Cunningham Trust.

9.3 The Administering Institution will **provide progress reports to** The Cunningham Trust **in such form as** The Cunningham Trust **may require, incorporating reports from the Student as specified. Annual Reports** are required during the term of the Studentship and should include confirmation **by the Administering Institution** that the Studentship is still in progress, that the student supported by the award is still in post, all supervisors as named remain involved, and that the money paid has been applied for the purposes of the Studentship, in accordance with its terms. The Annual Payment will not be made until such time as a satisfactory report is received. Any change of objective must be agreed with The Cunningham Trust in accordance with **Condition 15.1**. Further reports may be required at any time by The Cunningham Trust.

9.4 If, in the view of the Members of The Cunningham Trust, any Report is deemed to have been unsatisfactory, funding will be suspended until such time as the Trustees’ concerns have been addressed.

9.5 A copy of the PhD thesis must be submitted to The Cunningham Trust by the end of the funding period, unless otherwise agreed in writing.

9.6 A **Final Report** must be submitted at the end of the funding period and it should

 be lodged with The Cunningham Trust **before the expiry of 3 months** from

 the end of the Studentship.

9.7 Should any report not be submitted timeously (as required under Conditions 9.2,

 9.6 above) then the Dean or equivalent at the Administering Institution will be notified.

9.8 Subject always to the restrictions on publication contained in Condition 11.2, copies of all final form publications originating from research funded by The Cunningham Trust, published either before or after the Final Report, must be provided to The Cunningham Trust. All publications, including the thesis, arising from research funded by The Cunningham Trust ***must*** acknowledge the contribution provided by The Cunningham Trust. Failure to comply with these Conditions will result in a formal letter being sent to the Dean or equivalent at the Administering Institution.

9.9 The supervisors and students involved in the grant may be required (if asked) to present their work in person to Trustees of The Cunningham Trust at some point throughout the tenure of their funding and the Administering Institution will require the supervisors and student to comply with this condition if required.

**10. Publicity about Financial Support and Objectives**

10.1 The Administering Institution will procure that details of the financial support given by The Cunningham Trust for the Studentship and also of its scientific objectives are publicised. The Cunningham Trust may wish to publish such information itself.

**11. Publication or Disclosure of Results**

11.1 If the outcome of a Studentship supported by The Cunningham Trust is potentially suitable for commercial exploitation, whether patentable or not, then the Administering Institution must draw this to the attention of The Cunningham Trust. However The Cunningham Trust is prepared to assign any rights to the Administering Institution.

11.2 The Cunningham Trust would not wish desire to protect IP from disadvantaging a Student’s ability to publish their work in a reasonable time period.

11.3 Acknowledgement of funding from The Cunningham Trust *must* be made in all publications, whether in printed or electronic journals, poster displays or oral presentations.

**12. Commercial, Industrial and Intellectual Property**

12.1 The Cunningham Trust is committed to advancing healthcare through its support for biomedical research. As a charity, The Cunningham Trust is under an obligation to ensure that the useful results of research that it funds are applied for the public good. To meet these objectives, The Cunningham Trust wishes to encourage everyone involved in The Cunningham Trust – funded research to play an active role in ensuring the protection and exploitation of the Intellectual Property arising out of the research that The Cunningham Trust funds.

12.2 Specifically, The Cunningham Trust requires the Administering Institution to:

12.2.1 ensure that all persons in receipt of The Cunningham Trust funding or working on a The Cunningham Trust -funded activity (including employees, students, visiting fellows and subcontractors) are employed or retained on terms that (i) vest in the Institution in the first instance (rather than any other third party) all Intellectual Property which is created or acquired by any such person in connection with a The Cunningham Trust - funded activity and (ii) include adequate confidentiality undertakings to ensure the proper protection and exploitation of the Intellectual Property.

12.2.2 make available on a free of charge basis any background Intellectual Property required for the purposes of carrying out the Studentship.

**13. Consequences of Breach of Conditions**

13.1 Should The Cunningham Trust find that any of the PhD Standard Conditions have been breached to a material extent by the Administering Institution The Cunningham Trust in accordance with these PhD Standard Conditions then The Cunningham Trust shall serve the Administering Institution with a notification of default letter and if the default is not rectified by the Administering Institution within 30 days of notice then (i) The Cunningham Trust reserves the right to award no further grants to applicants applying from the Administering Institution; (ii) the Administering Institution shall without prejudice to any other rights which The Cunningham Trust has or may have, on demand, pay to The Cunningham Trust such sums that are equivalent to the grant awarded by The Cunningham Trust pursuant to the relevant Studentship; and (iii) the Administering Institution in breach of these PhD Standard Conditions shall without prejudice to any other rights which The Cunningham Trust has or may have, on demand, pay to The Cunningham Trust all costs and expenses (including legal costs and disbursements) incurred by The Cunningham Trust as a result of its breach of these PhD Standard Conditions.

**14. Commercial Exploitation of Results**

14.1 The Cunningham Trust, save as otherwise provided for in these Conditions, will not stipulate any method of commercial exploitation; this will be left to the Administering Institution to determine. The Administering Institution shall notwithstanding the foregoing be responsible for dealing with the commercial exploitation of the Intellectual Property pursuant to these PhD Standard Conditions in accordance with Good Industry Practice.

**15. Variation of Conditions or Specifications**

15.1 No alteration, deletion or addition may be made to any of these PhD Standard

 Conditions, or any part of the Studentship without the **prior agreement in**

 **writing** of The Cunningham Trust. In particular:

* any change of substance in the objectives of the project;
* any change of supervisors or students;
* any potential move of any of the supervisors or student from the Administering Institution to another;
* any change of the maximum expenditure figure for each element of the grant given in the Studentship;
* any change in the duration of the Studentship must be so approved.

15.2 If The Cunningham Trust does not approve a change proposed by the Administering Institution as provided for in Condition 15.1 above, The Cunningham Trust may, after consultation with the Administering Institution (but at its sole discretion), cancel or renegotiate the arrangements for support of the Studentship.

15.3 If The Cunningham Trust does not receive a letter and report as required by

 Condition 9.3 above, The Cunningham Trust will cancel the arrangements for

 Support of the Studentship.

**16. Archiving of Research Data**

16.1 The Administering Institution will procure that the raw data/results are stored for

a minimum period of 5 years after completion of the Studentship. At any time during this period the data/results may be requested by The Cunningham Trust. In the case of long term/longitudinal studies/population surveys, it may be necessary for a longer period of storage both in the interest of the Administering Institution and The Cunningham Trust. The Administering Institution, where appropriate, are encouraged to consider depositing data with the ESRC Data Archive.

**17. Research and Financial Misconduct**

17.1 It is the responsibility of the Administering Institution to **notify** The Cunningham Trust **immediately** if there is **any** indication that **research or financial misconduct has occurred** or may occur. Failure to do so may lead to the Studentship’s/project’s suspension or termination. Reimbursement of inappropriate claims will be sought. The Administering Institution will take reasonable steps to ensure the avoidance of misconduct on any aspect of research funded by The Cunningham Trust.

**18. Confidentiality**

18.1 Each of the Parties undertakes: (i) to keep the Confidential Information confidential by taking reasonable precautions, and at least those precautions which it uses to protect its own confidential information; (ii) only to use such Confidential Information for the purposes for which it was so disclosed or came into its possession under the relevant project or pursuant to these PhD Standard Conditions; (iii) not to disclose any Confidential Information to any third party (other than as specifically stated within these PhD Standard Conditions) without the prior written consent of the disclosing Party.

18.2 Each of the Parties undertakes to disclose Confidential Information of the other Party only to those of its officers, employees, agents and contractors, engaged by the disclosing Party who need to know such Confidential Information in connection with the relevant Studentship or pursuant to these PhD Standard Conditions and only to the extent to which such disclosure is necessary for the purposes contemplated.

18.3 The obligations contained in this Condition 18 shall survive the expiry or termination of the relevant Studentship for any reason but shall not apply to any Confidential Information which:

 18.3.1 is publicly known at the time of disclosure to the receiving Party;

18.3.2 after disclosure becomes publicly known otherwise than through a breach of these

 PhD Standard Conditions by the receiving Party, its officers, employees, agents or contractors;

18.3.3 can be proved by the receiving Party to have reached its hands otherwise than by being communicated by the other Party including being known to it prior to disclosure, or having been developed by or for it wholly independently of the other Party or having been obtained from a third party without any restriction on disclosure on such third party of which the recipient is aware, having made due enquiry;

18.3.4 is required by law, regulation or order of a competent authority (including any regulatory or governmental body or securities exchange) to be disclosed by the receiving Party, provided that, (i) where practicable, the disclosing Party is given reasonable advance notice of the intended disclosure and (ii) such disclosure shall only be made to the extent properly required.

18.4 Each Party shall promptly notify the disclosing Party (and The Cunningham Trust if different) if it becomes aware of any breach of confidentiality by any person to whom it divulges all or any part of the Confidential Information and shall give the other Party all reasonable assistance in connection with any proceedings which the other Party may institute against such person for breach of confidentiality.

**19. Dispute Resolution**

19.1 In the event of a dispute arising pursuant to a Studentship and/or these PhD Standard Conditions the Parties agree that they shall each in good faith attempt to resolve the dispute.

19.2 Work and activity to be carried out under the Studentship shall not cease or be

delayed by this dispute resolution procedure unless The Cunningham Trust notifies the other Parties to the contrary.

19.3 The Parties acknowledge however that, notwithstanding the provisions of this Condition 19, nothing herein shall prevent any Party from bringing proceedings in any court of competent jurisdiction to protect the Intellectual Property or rights of confidentiality of that Party, or if a Party is clearly acting in bad faith in the conduct of the dispute resolution procedure or has committed a material breach of these PhD Standard Conditions or if the dispute has not been resolved within 21 days after this dispute resolution procedure has been invoked.

**20. No Waiver**

20.1 No modification, alteration or waiver of the provisions of this Agreement by The Cunningham Trust shall be effective unless it is in writing and executed by or on behalf of The Cunningham Trust. No delay, omission or failure by The Cunningham Trust to exercise any right or remedy shall operate as a waiver by The Cunningham Trust. Any partial exercise of a right or remedy by The Cunningham Trust shall not preclude any other or further exercise of any such right of action by The Cunningham Trust.

**21. Severability**

21.1 If any of the paragraphs or Conditions or other provisions of these PhD Standard

Conditions are found by an arbiter, court or other competent authority to be void or unenforceable, such provision shall be deemed to be deleted from these PhD Standard Conditions but the remaining provisions of these PhD Standard Conditions shall continue in full force and effect insofar as they are not affected by any such deletion. In the event of any such deletion, the Parties shall attempt to negotiate in good faith with a view to replacing the provisions so deleted with legal and enforceable provisions that have similar economic and commercial effect to the provisions so deleted.

**22. Definitions & Interpretation**

22.1 In this document entitled “PhD Standard Conditions Applying to the Award of The Cunningham Trust Research Funding” (“PhD Standard Conditions”), the words and expressions listed below shall, unless otherwise specified or the context otherwise requires, have the following meanings:

* “Administering Institution” means the Administering Institution referred to in the relevant

application form submitted to The Cunningham Trust for a Studentship;

* “Confidential Information” means any and all information which the disclosing Party

may from time to time disclose to the receiving Party which is identified by the disclosing Party as secret and confidential or which, by reason of its character or the circumstances or manner of its disclosure, is evidently confidential, including but not limited to such Intellectual Property as is not in the public domain at the date of this Agreement, research and development projects, product or services development, formulae, specifications, chemical compounds, derivatives, biological or other materials, inventions, ideas, concepts, data, procedures and designs of experiments, tests and the results of experimentation and testing, the research results until such time as publication is agreed to be made pursuant to Condition 11 and the research data as set out in Condition 16.1 above or any other know how or information relating to the disclosing Party’s technical and proprietary information or any other information designated as confidential by the disclosing Party whether belonging to the disclosing Party or a third party and whether disclosed orally, in writing, in digital form, in machine readable code or embodied in hardware or any other physical medium;

* “Good Industry Practice” means the exercise of that standard of skill, diligence, prudence and foresight which could reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances as the Administering Institution under this Agreement;
* “Intellectual Property” means all intellectual property rights of whatever nature (including without prejudice to the foregoing generality the patent rights, registered designs and trademarks, copyrights, plant variety rights, database rights, design rights, topography rights, internet rights, goodwill, domain names, utility model rights, semi-conductor topography rights, rights in confidential or proprietary information, rights in inventions and discoveries, know how, trade secrets, confidential information and other industrial or intellectual property rights of a similar nature which exist or arise anywhere in the world), in and to the research arising out of the Studentship and any divisions, renewals, continuations, substitutions, registrations, confirmations, additions, extensions or reissues thereof or applications therefor and any similar or analogous rights to any of the foregoing whether arising or granted under the law of Scotland or any other jurisdiction and any rights to apply for any of the foregoing;
* “The Cunningham Trust SCO 13499 is a Registered Charity known herein as the Trust or The Cunningham Trust;
* “Parties” means the parties to which these PhD Standard Conditions shall apply;
* “PhD Student” means the PhD student recruited for the Studentship;
* “Studentship” means the three year PhD Studentship awarded by The Cunningham Trust in accordance with these PhD Standard Conditions.

22.2 Words importing the singular shall also include the plural and *vice versa*.

22.3 References to a “person” include any natural person, any legal person, body or

 organisation incorporated or unincorporated or any other person, body or organisation

 whatsoever, as the context may require.

22.4 References to any statute, or to any statutory provision, including any regulation,

statutory instrument, or other subordinate legislation derived from such statutory sources, shall include references to any statute or other statutory provision which amends, extends, consolidates or replaces the original statutory reference or which subsequently affects any such revised statutory reference.

22.5 References to any paragraph or Condition are references to such terms and other subdivisions contained in these PhD Standard Conditions, unless otherwise specified.

22.6 The index and headings in these PhD Standard Conditions are for convenience only and shall not affect the construction of these PhD Standard Conditions.

22.7 Any reference to “including” shall be interpreted as meaning “including, without limitation”.

22.8 Reference to any Scottish legal term for any action, judicial procedure, court, concept

or principle shall, where appropriate, include any equivalent or the closest approximation to such term in any other relevant jurisdiction.

**23. Governing Law & Jurisdiction**

23.1 These PhD Standard Conditions shall be governed by and construed in accordance with Scottish law. The Parties irrevocably agree that the courts of Scotland are to have exclusive jurisdiction to settle any questions or disputes which may arise out of or in connection with these PhD Standard Conditions.