



Terms and conditions for HIS Grants and Fellowships

September 2018

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## 1. Introduction:

- 1.1 The Healthcare Infection Society (**HIS**) is a UK registered charity, established in 1980 to foster the advancement of knowledge and education of all those who have an interest in the field of healthcare-associated infections (**HCAIs**). Its mission is to provide healthcare professionals with the knowledge and tools they need to prevent and control HCAIs.
- 1.2 HIS believes that good science underpins good clinical practice, and views the support of research in the field of infection prevention and control (**IPC**) in healthcare as being a vital component of its work, and it maintains a designated fund from which it can support research projects within this field.
- 1.3 To further these aims, HIS supports and assists clinicians and scientists to discover and develop techniques that will further the aim of stopping preventable infections.
- 1.4 In practice, HIS accepts that it is not always the case that the direct or immediate outcome of a single piece of research will lead to changes in IPC practice or stop preventable infections. However, the projects funded by HIS must progress the scientific and clinical knowledge that will further HIS's goal of preventing HCAIs.
- 1.5 For the avoidance of doubt, IPC is a scientific approach and practical implementation of methods to prevent harm caused by infection to both patients and healthcare workers. IPC is a multi-disciplinary field which has patient safety and healthcare quality at its core, but also uses evidence from microbiology, epidemiology, engineering and behavioural science. HCAIs are infections that develop as a direct result of a healthcare intervention or being in contact with a healthcare setting.
- 1.6 The scope of HIS's funding requires that applications be strictly related to HCAIs and show potential for clinical impact. As such, funding is unlikely to be awarded to applications in the broader fields of microbiology (including but not limited to mechanistic, molecular biology, solely in vitro and genetic studies).

## 2. Definitions:

- 2.1 For the purpose of these terms and conditions, the following definitions shall apply:

**'Application'** the application for Funding submitted to HIS by the Primary Grant Holder (and any other person required to sign the Application in accordance with the Conditions).

**'Applicants'** those persons who have signed the Application, other than HIS.

**'Background IP'** shall mean any Intellectual Property, other than Foreground Intellectual Property.

**'Career Development Bursary'** shall mean Funding of the kind particularised in condition 5.7 and in appendix A9.

**'Co-Investigator'** shall mean a researcher (not being the Primary Grant Holder) who is named on the Application, and who will have direct input into the Project design and outputs.

**'Conditions'** shall mean all terms and conditions applying to any application or award of Funding, including, for the avoidance of doubt, those contained in this document (including the appendices), those contained in the Application, and any other terms HIS may apply to specific

Funding, and as amended from time to time whether by agreement between HIS and the Applicants or otherwise in accordance with any term of these terms and conditions.

**'Fellow'** shall mean the researcher that has been awarded the Graham Ayliffe Training Fellowship and is pursuing a fellowship year.

**'Foreground IP'** shall mean any Intellectual Property that is identified or first reduced to practice or writing in the course of a HIS-Funded Activity.

**'Funding'** the type and level of funding awarded pursuant to the Application, being one of the Funding types described in condition 3.2.

**'Graham Ayliffe Training Fellowship'** shall mean Funding of the kind particularised in condition 5.4 and in appendix A6.

**'HIS-Funded Activity'** shall mean any of the Project, the Research, any equipment purchase or other activity, that is the subject matter of the Funding.

**'Institution'** shall mean the Primary Grant Holder's university, institution or employer (as the case may be) and identified as such in the Application.

**'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.

**'Major Research Grant'** shall mean Funding of the kind particularised in condition 5.1 and in appendices A1 and A2.

**'Mike Emmerson Early Career Award'** shall mean Funding of the kind particularised in condition 5.3 and in appendix A5.

**'Primary Grant Holder'** shall mean the person identified as such in the Application, acting as the Principal Investigator, and whose Research is the subject matter of the Application and Funding.

**'Primary Researcher'** shall mean the researcher engaged in the Project by the Primary Grant Holder or by the Institution, and identified as such (whether by name or role) in the Application.

**'Project'** the project detailed in the Application and for which the Funding is awarded.

**'Pilot Project Research Grant'** shall mean Funding of the kind particularised in condition 5.6 and in appendix A8.

**'Public Engagement Grant'** shall mean Funding of the kind particularised in condition 5.9 and in appendix A10.

**'Research'** any and all research to be carried out pursuant to the Project.

**'Research Student'** shall mean a Primary Researcher who is a student and is registered at an institute of higher education for a research degree.'

**Sponsored Event Grant** shall mean Funding of the kind particularised in condition 5.8 and in appendix A11.

**'Strategic Research Grant'** shall mean Funding of the kind particularised in condition 5.1 and in appendices A1 and A3.

**'Small Research Grant'** shall mean Funding of the kind particularised in condition 5.2 and in appendices A1 and A4.

**'Supervisor'** shall mean the person(s) employed by the Institution and who is/are responsible for directly supervising the Primary Grant Holder or the Primary Researcher (as the case may be, depending on the type of Funding) and identified as such in the Application.

**'Travel Grant'** shall mean Funding of the kind particularised in condition 5.5 and in appendix A7.

- 2.2 Condition, appendix and paragraph headings shall not affect the interpretation of these terms and conditions.
- 2.3 The appendices form part of these terms and conditions and any reference to these terms and conditions or the Conditions includes the appendices.
- 2.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 2.5 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 2.6 A reference to **writing** or **written** includes emails but excludes faxes.
- 2.7 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 2.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 2.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 2.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

### 3. Type of research funded by HIS

- 3.1 HIS may offer support intended to benefit researchers in the following roles:
  - (a) Clinicians and healthcare workers;
  - (b) MD or PhD Studentships;
  - (c) Research Associates, Assistants or Technicians;
  - (d) Clinical and non-clinical academics.
- 3.2 HIS may offer the following types of Funding:
  - (a) Research Grants (being either a Small Research Grant, a Major Research Grant, a Strategic Research Grant or the Mike Emmerson Early Career Award);
  - (b) Training Fellowships (being the Graham Ayliffe Training Fellowship);
  - (c) Travel Grants.
  - (d) Outreach and sponsored events grants
  - (e) Bursaries to support attendance at training events
- 3.3 Only Research that is directly relevant to IPC relating to nosocomial infections will be considered. Acceptable approaches may include, but are not limited to, the use of *in vitro* studies (where they are translational or at an advanced stage), human volunteers, epidemiology, and diagnostics, randomized controlled trials, or implementation studies.
- 3.4 HIS requires that the ethical implications of the Research have been investigated and assessed by the Primary Grant Holder prior to submission of Application. The award of any Funding is contingent on ethical approval being obtained by the Primary Grant Holder to HIS's satisfaction and communicated to HIS.

- 3.5 The Project must adhere to the Medical Research Council's guidance on good practice for research involving human participants, as well as any local governance and regulations.

#### 4. General terms and conditions of awards:

- 4.1 The Conditions shall apply to all awards of Funding, and shall be binding on each of the Applicants, to the exclusion of any and all other terms and conditions which any person, other than HIS, seeks to impose. A copy of these signed terms and conditions must accompany all completed Applications and submission thereof will signify acceptance of these terms and conditions by each of the Applicants.
- 4.2 HIS may change the Conditions applicable to any award of Funding from time to time, at which point the new Conditions apply to all new HIS awards of Funding.
- 4.3 It is the Primary Grant Holder's responsibility to inform all persons working on the Project, and who have not signed the Application, of the Conditions (including researchers working on the Project) and ensure that all such persons comply with and adhere to any and all obligations imposed by the Conditions. All Applicants, shall comply with all obligations imposed on them individually by the Conditions, and shall use reasonable endeavours to ensure compliance with the Conditions by each of the other Applicants.
- 4.4 Grants will only be awarded to non-commercial and public sector institutions such as hospitals, universities, research institutions and governmental executive agencies.
- 4.5 HIS does not currently offer co-funding (except travel grants). When applying for any HIS Funding, the Primary Grant Holder must declare if they have sought, or intend to seek, any financial support outside of HIS for the same Project. HIS must be informed of any funding awarded outside of HIS Funding and the Application shall (unless HIS agrees otherwise in writing) be withdrawn immediately.
- 4.6 Once Funding has been awarded, HIS shall provide such Funding as specified in the Application for the period stated in the Application, but subject always to receipt of satisfactory progress reports where applicable, and subject always to compliance in full with the Conditions by the Primary Grant Holder (and all other Applicants) and by all other persons engaged in the Project from time to time (whether or not Applicants).
- 4.7 All Funding is subject to the continuing availability of funds allocated by HIS to the relevant Funding type, and HIS reserves the right to withdraw the Funding awarded (in whole or in part) at any time due to a lack of availability of funds.
- 4.8 For international Primary Researchers, it is the responsibility of the Institution to provide Primary Researchers with the information and eligibility to secure visas and other documentation to the extent required for the purposes of the Project.
- 4.9 Any additional or supplementary costs associated with the selection and engagement of any Primary Researcher not identified either by name or by their role in the Application cannot be claimed retrospectively.
- 4.10 Co-Investigators from outside the United Kingdom and Republic of Ireland may be engaged on the Project and Research may be performed in any geographical location provided that the Primary Grant Holder and their Institution is located in the United Kingdom or Republic of Ireland.
- 4.11 The Primary Grant Holder and Primary Researcher must ensure that all Research to be undertaken is undertaken in compliance with the Conditions.

- 4.12 The Primary Grant Holder must notify HIS of its intended and actual start dates. Projects that fail to start within 6 months may be withdrawn at HIS's sole discretion.
- 4.13 HIS 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 condition **Error! Reference source not found.**) or basic utilities. As such, it is a condition of the Funding that the Funding be administered without the addition of any levies (overheads) by the Institution.
- 4.14 The Major Research Grants and Strategic Research Grants awarded by HIS under these terms and conditions, and that are based at Higher Education Institutes (**HEIs**) are eligible for charity support funding from the Higher Education Funding Council for England (**HEFCE**) through the Charity Research Support Fund scheme (**CRSF**). HEIs must apply for CRSF funding directly from the HEFCE.
- 4.15 For the avoidance of doubt, all applications for funding and any decision whether or not to award funding shall be at the sole discretion of HIS.

## 5. Eligibility

### 5.1 Sponsored Event Grant

- (a) Applicants must be based in the UK or Republic of Ireland
- (b) Applicants must be subject experts or healthcare professionals
- (c) At least one of the applicants must be a member of the Healthcare Infection Society.

## 6. Financial Provisions

### 6.1 Non Employment

- (a) The relationship between HIS 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 Applicant, nor any other person engaged in the Project from time to time, shall be regarded as an employee of HIS under any circumstances.
- (b) HIS does not act as an employer for any Applicant or other staff associated with the Research that is subject to the Funding. In all cases where Funding is provided for the employment of staff, the Institution must undertake to employ these staff and issue a contract of employment in accordance with current legislation relating to the conditions of employment.
- (c) HIS accept no responsibility, financial or otherwise, for expenditure or liabilities other than those expressly applied for in the Application and included in the Funding award, and subject always to HIS's right to terminate or withdraw the award pursuant to the Conditions.
- (d) In particular, HIS shall not be liable for any liability any Applicant incurs towards any Primary Researcher(s) (including, but not limited to, statutory maternity or paternity pay,



statutory sick pay, statutory redundancy pay or compensation for breach of statutory rights).

- (e) HIS will only fund costs directly associated with the delivery of the stated objectives for the Project as set out in the Application and included in the Funding award. HIS will not fund, for instance, and the Funding shall not be applied, to back-fill salaries to cover individuals undertaking research.
- (f) No increases in salary covered by the Funding (other than annual increments already built into the original Application and the Funding awarded, or nationally negotiated salary awards) will be paid by HIS, and subject always to the Conditions (including the terms on which the Funding is awarded, and HIS's right to terminate or withdraw the award).
- (g) Applicants must promptly notify HIS in writing of any changes they are aware of that may impact the relevant Project such as start and end dates, changes in research personnel or research environment.

## 7. Reporting

- 7.1 It is a continuing condition of the Funding that HIS receives from the Primary Grant Holder satisfactory progress reports every six months for HIS-Funded Activity.
- 7.2 Instructions on the content and style of such reports will be provided by HIS and must be followed and, for major research grants and strategic research grants, a clear recommendation is required from the Primary Grant Holder as to whether the Primary Researcher's performance merits renewal of the grant.
- 7.3 A critical part of the above report is a lay-summary of the achievements to date. HIS will rely on the Primary Grant Holder and Primary Researcher to produce and submit a short lay summary (at a level that a member of the general public can understand) of progress reports that HIS can use to publicise the work that is being undertaken in connection with the Project.
- 7.4 Note that payment of invoices is aligned to receipt of satisfactory and timely reports (condition 6.2(e)(ii) above), such reports are due within fourteen (14) days following the end of the relevant biannual invoicing period.
- 7.5 It is a condition of the Funding that within sixty (60) days of the Project's agreed completion date, the Primary Researcher must write and deliver a final report for HIS. Instructions on the content and style of this report must be obtained from HIS and must be followed. Any outputs arising must be included.
- 7.6 The final report should be submitted through the Primary Grant Holder, who must append their comments. The last instalment of the Funding 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 Funding.
- 7.7 Research Students must also submit additional reporting documentation, details of which are provided in the relevant appendix for PhD Students (Appendix 1).
- 7.8 Primary Grant Holders and Primary Researchers are strongly encouraged to, and must make endeavours to, publish the outputs of the HIS-Funded Activity.
- 7.9 For all awards, HIS must be given first refusal (for publication in HIS's Journal of Hospital Infection (**JHI**)) in respect of publication of any Research arising from the HIS-Funded Activity.
- 7.10 If there is an intention by any Applicant to seek publication elsewhere, HIS's Grants Committee must be notified in writing by the Primary Grant Holder prior to submission. Any publication elsewhere that has not been agreed in advance by HIS's Grants Committee may, at the sole discretion of HIS, result in the forfeit of any remaining Funding and/or repayment in full of the Funding already paid and blacklisting of the laboratory/department for further Funding applications.
- 7.11 HIS may approach Primary Grant Holders with requests for review articles based on their Funding Applications, and Primary Grant Holders shall use their reasonable endeavours to comply with such requests.
- 7.12 HIS's Grants Committee must 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 publication. For the avoidance of doubt, this condition 7 also applies for any publication arising from HIS Funded Activity, published at any time, during or after the end of the Funding period.

- 7.13 There is no cost associated with publication of research in the JHI unless the relevant author(s) request the article to be Open Access.
- 7.14 HIS will not, unless it expressly agrees to do so in writing, assist with publication costs for the publication of research arising from HIS Funded Activity as a full journal article in another publication or as an Open Access article.
- 7.15 All oral and written presentations, theses and other documentation arising from HIS-Funded Activity must include acknowledgement of HIS Funding, and where possible include a copy of the HIS's logo in accordance with condition 7.16 below. Copies of the final presentation and other documents must be sent to HIS within two (2) months of publication.
- 7.16 The HIS logo shall, where possible, be used on all materials used in the dissemination of findings from all HIS-Funded Activities and in compliance with any brand guidance provided by HIS to the Primary Grant Holder or Institute from time to time.
- 7.17 Once the Project is completed, the Primary Grant Holder or the Primary Researcher must present its work at a meeting of HIS representatives if requested to do so. This may include submitting an abstract to the HIS International Conference. HIS will cover reasonable expenses incurred in complying with this request. (Please see condition 9 for more details).

## 8. Termination of Funding

- 8.1 Funding may be terminated or its conditions varied at any time and with immediate effect, at the absolute discretion of HIS, with immediate effect.
- 8.2 Without prejudice to the generality of condition 8.1, HIS may, at its discretion, terminate or suspend the Funding with immediate effect, in the event that the Primary Grant Holder, or any other Applicant, or any person engaged in the Project (whether or not a signatory to the Application) is in breach of the Conditions, or has done anything or omitted to do anything which results in a breach of the Conditions, and if so terminated, the Institution will be required to repay the Funding in full on demand by HIS (unless HIS demands only part repayment, in which case the Institution shall repay the part so demanded). Such repayment obligations shall also apply if HIS discovers after the end of a Project that a breach occurred.
- 8.3 HIS shall reimburse expenditure covered by the Funding and properly incurred 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 HIS where termination is made in accordance with condition 8.2 or condition 8.4, or where the Primary Grant Holder or Primary Researcher has not complied with any of the Conditions.
- 8.4 Primary Grant Holders and/or Primary Researchers whose progress or conduct does not satisfy HIS may, at HIS's sole discretion, have their awards terminated. It will be at the discretion of HIS whether, in any such case, repayment of some or the entire Funding amount will be required, and if so required by HIS, it shall be the responsibility of the Institution to repay such amounts in full to HIS, promptly on demand by HIS.

## General Terms

### 8.5 Waiver

- (a) A waiver of any right or remedy under this agreement or by law is only effective if it is given in writing and is signed by the party waiving such right or remedy. Any such waiver shall apply only to the circumstances for which it is given and shall not be deemed a waiver of any subsequent breach or default.
- (b) A failure or delay by any party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.
- (c) No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- (d) A person that waives a right or remedy provided under this agreement or by law in relation to one person, or takes or fails to take any action against that person, does not affect its rights or remedies in relation to any other person.

### 8.6 Law and Jurisdiction

- (a) This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- (b) Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims)

## 12. Signatures

<b>Primary Grant Holder (signing in their personal capacity)</b>	
Print Name	
Position	
Institution	
Signature	
Date	X _____

<b>Co-Investigator (signing in their personal capacity) (Please copy as needed)</b>	
Print Name	
Position	
Institution	
Signature	
Date	X _____

<b>Supervisor (signing in their personal capacity)</b>	
Print Name	
Position	
Institution	
Signature	
Date	X _____

<b>Institution (authorised signatory signing for and on behalf of the Institution)</b>	
Print Name of Institution	
Print Name of authorised signatory	
Position of authorised signatory	
Signature	
Date	X _____

<b>HIS – to be signed and returned by HIS if awarded</b>	
Print Name	Healthcare Infection Society
Print Name of authorised signatory	
Position of authorised signatory	
Signature	<div style="text-align: center;"> <p>X</p> <hr style="width: 50%; margin: 0 auto;"/> </div>
Date	

For further information or enquiries, please contact Dr Gemma Marsden via email at [grants@his.org.uk](mailto:grants@his.org.uk)

## Appendices

## A1. Regulations relating to Sponsored Events Grants

- A1.1 Sponsored Event Grants are awarded at the discretion of HIS and are intended to provide sponsorship of up to £1000 to assist with the organisation of events that focus on the prevention and control of HCAIs.
- A1.2 Events should be held in an academic or healthcare setting, and aimed specifically at an audience of healthcare professionals.
- A1.3 Applications are only open to HIS members. Individuals must be elected as HIS members before the date of application
- A1.4 The size of the grant awarded will not exceed £1,000.
- A1.5 The recipient will be expected to acknowledge the contribution of the Society by:
- Badging the event as 'Healthcare Infection Society sponsored event' with the HIS logo included on marketing material in advance of the event, and on the day of the event
  - Displaying Society materials at the event (provided in advance by the Society)
- A1.6 The recipient will be expected to send a short report (500 words) for publication on the HIS website within 4 weeks of the event taking place. The report should include the event aim, delegate, speaker and poster numbers, delegate feedback and include a photograph.
- A1.7 Recipients of HIS Sponsored Event Grants will not be eligible for further Sponsored Event Grants within 2 years of a successful application.
- A1.8 Sponsored Event Grants are awarded for a particular event. They may not be used to support a different event. If an event is cancelled or postponed, HIS should be informed and the award will be withdrawn.
- A1.9 Sponsored event grants will be considered at any time of the year but must be submitted at least 3 months prior to the event taking place.
- A1.10 Grants will not be processed until a report of the event has been received and acknowledged by the Membership, Education and Events Manager



A2. Table confirming the terms and conditions relating to each funding type

Section of document	Small Research Grant	Major Research Grant	Mike Emmerson Early Career	Strategic Research Grant	Graham Ayliffe Training Fellowship	Pilot Project Grant	Career development bursary <sup>e</sup>	Travel Grant <sup>a</sup>	Public Engagement Grant <sup>e</sup>	Sponsored Event Grant <sup>e</sup>
1. Introduction	X	X	X	X	X	X	X	X	X	X
2. Definitions	X	X	X	X	X	X	X	X	X	X
3. Type of Research funded	X	X	X	X	X	X		X		
4. General Terms & Conditions	X	X	X	X	X	X	X	X	X	X
5. Eligibility <sup>b</sup>	X	X	X	X	X	X	X	X	X	X
6. Financial Provisions <sup>c</sup>	X	X	X	X	X	X	X	X		
7. Reporting	X	X	X	X	X	X	C	C	C	C
8. Termination of Award	X	X	X	X	X	X	X	X	X	X
9. Conference Attendance	X	X	X	X	X					
10 Intellectual Property	X	X	X	X	X	X			C	C
11. Signatures <sup>d</sup>	X	X	X	X	X		C	X	X	X
A1 Research Studentships		C		C						
A2 Major Research Grants		X								
A3 Strategic Research Grants				X						
A4 Small Research Grants	X									
A5 Mike Emmerson Early Career Award			X							
A6 Graham Ayliffe Training Fellowship					X					
A7 Travel Grant <sup>e</sup>								X		
A8 Pilot Project Grant						X				
A9 Career development bursary <sup>e</sup>							X			
A10 Public Engagement Grant <sup>e</sup>									X	
A11 Sponsored Event Grant <sup>e</sup>										X

## Key

<sup>a</sup> For Travel Grants: any reference to an Applicant other than the Primary Grant Holder can be ignored

<sup>b</sup> Please refer to the relevant heading

<sup>c</sup> For Travel Grants, Career development bursaries, Sponsored events and public engagement: only condition 6.1 applies

<sup>d</sup> For Travel Grants: only the Primary Grant Holder must sign

<sup>e</sup> Refer to application form

x Section applies

c Section applies under certain conditions