# Terms and conditions for The Mike Emmerson International Fellowship

January 2020

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1. **Introduction**
   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.
   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.
   3. To further these aims, HIS supports and assists clinicians and scientists to understand, discover and develop practices and techniques that will further the aim of stopping preventable infections.
   4. In practice, HIS accepts that it is not always the case that the direct or immediate outcome of a single piece of research or learning will lead to immediate changes in IPC practice or stop preventable infections. However, the activities funded by HIS must progress the scientific and clinical knowledge that will further HIS’s goal of preventing HCAIs.
   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.
   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).

## Definitions

* 1. For the purpose of these terms and conditions, the following definitions shall apply:

‘**Application**’ the application for Funding submitted to HIS by an Applicant (and any other person required to sign the Application in accordance with the Conditions).

‘**Applicant**’ a person who is pursuing the Fellowship and has signed the Application form

‘**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.

**‘Fellowship’** The Mike Emmerson International Fellowship pursued by the applicant and awarded by HIS

‘**Funding**’ the funding awarded pursuant to the Application

‘**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.

**‘Host institution’** an institution based in the United Kingdom or the Republic of Ireland where the Applicant proposes to undertake their Fellowship.

‘**Line Manager**’ shall mean the person employed by the Applicant’s Own Institution and who is responsible for directly supervising the Applicant.

‘**Own Institution**’ shall mean the Applicant’s institution at which they are currently employed and identified as such in the Application.

**‘Sponsor’** is a person employed by the Applicant’s Host Institution who is willing to supervise the Applicant during their Fellowship and identified as such in the Application.

* 1. Condition, appendix and paragraph headings shall not affect the interpretation of these terms and conditions.
  2. The appendices form part of these terms and conditions and any reference to these terms and conditions or the conditions includes the appendices.
  3. Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
  4. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
  5. A reference to **writing** or **written** includes emails but excludes faxes.
  6. 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.
  7. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
  8. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
  9. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

## Research funded by HIS

The fellowship aims for the Applicants to be given an opportunity to undertake the observership in the Host Institution and there is no need for the Applicant to undertake research as a part of the Fellowship. If the Applicant wishes to carry out a research project during the Fellowship, they are permitted to do so with an understanding that the following conditions are met:

* 1. The applicant is not eligible for any additional source of funding from HIS or any other sources.
  2. The proposed research is undertaken in the Host Institution
  3. Ethical implications of the research have been investigated and assessed by the Applicant and the Sponsor prior to submission of the Application. In such case, the award of the Fellowship is contingent on ethical approval being obtained by the Applicant or the sponsor to HIS’s satisfaction and communicated to HIS.
  4. 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.

1. General terms and conditions
   1. The Conditions shall be binding on the Applicant, the Sponsor and the Line Manager, and 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 Applicant.
   2. HIS may change the Conditions applicable to the Fellowship from time to time, at which point the new Conditions apply.
   3. It is the Applicant’s responsibility to inform all persons involved in the Fellowship, and who have not signed the Application, of the Conditions 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.
   4. HIS does not currently offer co-funding for the Fellowship. When applying for the Fellowship, the Applicant must declare that they do not intend to seek any financial support (including the proposed research project) outside of HIS. HIS must be informed of any funding awarded outside of HIS Fellowship and the Application shall (unless HIS agrees otherwise in writing) be withdrawn immediately.
   5. Once Fellowship has been awarded, HIS shall provide funding as specified in the Application for the period stated in the Application, but subject always to compliance in full with the Conditions by the Applicant and by all other persons engaged in the Fellowship.
   6. The Fellowship is subject to the continuing availability of funds allocated by HIS, and HIS reserves the right to withdraw the Fellowship awarded (in whole or in part) at any time due to a lack of availability of funds.
   7. It is the responsibility of the Applicant’s Own Institution to provide the Applicant with the information and eligibility to secure visas and other documentation to the extent required for the purposes of the Fellowship.
   8. The Applicant must notify HIS of the intended and actual start dates. Fellowships that fail to start within 12 months may be withdrawn at HIS’s sole discretion.
   9. For the avoidance of doubt, all applications for Fellowship and any decision whether or not to award funding shall be at the sole discretion of HIS.
2. Eligibility
   1. The Mike Emmerson International Fellowship was established to offer support to overseas clinicians in order to facilitate the sharing of best practice in IPC, and to gain experience in the management of healthcare-acquired infections in a hospital or community setting.
   2. Only the applications from the individuals based in the low or low-middle income countries will be considered for the Fellowship as defined by the World Bank.
   3. Applicants must identify a UK or RoI-based sponsor willing to supervise the Applicant during their Fellowship. The sponsor must have been a HIS member and working for the Host Institution for at least two years.
   4. Applicants are required to be post-graduate healthcare professionals, working in a clinical role at the time of an application
   5. The Fellowship will only be awarded once to an individual, and once every 5 years to the individual's Own Institution
   6. Applications must be submitted and signed by the Applicant, the Sponsor in the Host Institution and the Line Manager in their Own Institution.
3. Non-employment, Payment and Management of Funding
   1. The relationship between HIS and the Applicant is intended to be and shall be one of Fellowship-maker and Fellowship-recipient and shall not be an employment relationship. No Applicant, nor any other person engaged in the Fellowship, shall be regarded as an employee of HIS under any circumstances.
   2. HIS does not act as an employer or sponsor for any Applicant or other staff associated with the Fellowship that is subject to the Funding. In all cases where the Fellowship is awarded, the Host Institution must undertake to issue a contract in accordance with current legislation.
   3. HIS accept no responsibility, financial or otherwise, for expenditure or liabilities other than those expressly applied for in the Application and included in the Fellowship award, and subject always to HIS’s right to terminate or withdraw the award pursuant to the Conditions.
   4. In particular, HIS shall not be liable for any liability any Applicant incurs towards any other person or institution.
   5. HIS will only fund costs directly associated with the Fellowship. HIS will not fund, for instance, and the Fellowship funding shall not be applied to pay salaries or pay for the events not declared in the Application.
   6. Applicants must promptly notify HIS in writing of any changes they are aware of that may impact their Fellowship.
   7. Payment and Management of Funding
      1. The Fellowship shall not commence until and unless the start date for the Fellowship has been agreed in writing by HIS and the Applicant (**Official Start Date**), and HIS have received prior to such date, the signed Application from the Applicant, the Sponsor and the Line Manager.
      2. No expenses, incurred prior to the Fellowship being awarded will be accepted.
      3. The Fellowship must commence within twelve (12) months of the Fellowship being awarded otherwise, the Funding will be rescinded. If there are exceptional mitigating circumstances and HIS is kept well informed, the Applicant may request a delay to the Official Start Date but this will be at the sole discretion of HIS. No extensions to the Fellowship will be granted once the Fellowship commenced.
      4. HIS reserves the right to investigate the most appropriate way of transferring funds (likely to the Host Institution), in arrears. Such payment shall be made within 30 days of HIS receiving an invoice for such payment, provided that:
      5. the aforementioned invoice is submitted following the end of the Fellowship but no later than 30 days, and is accompanied by a detailed breakdown of costs and appropriate receipts;
      6. the invoice must state the reference number allocated to the Funding, the name of the Applicant and the Host Institution where Fellowship took place.
      7. Invoices submitted otherwise than in accordance with condition 6.7(d) may, at HIS’s discretion, be subject to a 5% reduction in the Funding amount specified in the affected invoice.
      8. The Applicant shall ensure that the Funding made available by HIS is applied exclusively and appropriately in support of the Fellowship for which it has been awarded, and that all contractual requirements relating to the Fellowship are met.
      9. If research is undertaken, only research materials that are essential may be requested as part of the Fellowship award and the total amount must not exceed the maximum £2,500 awarded.
      10. Invoices received in a currency other than GBP Sterling shall be paid at a prevailing exchange rate of HIS’s choice, provided that HIS shall not be required to increase any Funding amount or instalment, by virtue of converting any such amount into GBP Sterling.
   8. Modifications

Any modification to the original Application approved by HIS will not be valid unless the modification is notified in writing to HIS and is authorised by HIS in writing prior to any changes taking place. HIS shall decide at its sole discretion whether to authorise the modifications to the Fellowship, and in doing so may impose any conditions it sees fit.

1. Such modifications which can be requested include extension to start date, budget revisions (not exceeding the maximum award of £2,500), change of role in the current or new Own Institution.
2. A letter from the Host Institution stating that they are aware and supportive of the Fellowship and that adequate facilities will be available to the Applicant to enable the completion of the Fellowship.
3. A statement from the Applicant to describe any changes to the Fellowship
4. Transfer of the Fellowship to a new Host Institution will require submission of the new Application. Upon submission of such Application, the offer of the previously awarded Fellowship will be immediately withdrawn. Re-submissions will only be considered if sufficient time was provided before the start of the Fellowship.
5. Reporting
   1. It is a condition of the Fellowship that within sixty (60) days of the end of the Fellowship, the Applicant must write and deliver a 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 in the report.
   2. HIS may approach the Applicant with requests for blog articles and members’ newsletter articles relating to their HIS Fellowship.
   3. All outputs, including but not limited to, oral and written presentations, these and other documentation resulting from the Fellowship must include acknowledgement of HIS funding, and where possible include a copy of the HIS logo.
6. Termination of Funding
   1. Funding for the Fellowship may be terminated or its conditions varied at any time and with immediate effect, at the absolute discretion of HIS.
   2. Without prejudice to the generality of condition 8.1, HIS may, at its discretion, terminate or suspend the Fellowship with immediate effect, in the event that the Applicant, or any person engaged in the Fellowship (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; if so terminated, the Applicant will be required to repay the Fellowship funding in full on demand by HIS (unless HIS demands only part repayment, in which case the Applicant 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.
   3. HIS shall reimburse expenditure covered by the Fellowship 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 where the Applicant has not complied with any of the Conditions.
   4. Applicants whose progress or conduct does not satisfy HIS, may, at HIS’s sole discretion, have their Fellowship terminated. It will be at the discretion of HIS whether, in any such case, repayment of some or the entire Fellowship amount will be required, and if so required by HIS, it shall be the responsibility of the Applicant to repay such amounts in full to HIS, promptly on demand by HIS.
7. General Terms
   1. Waiver
      1. 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.
      2. 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.
      3. 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.
      4. 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.
   2. Law and Jurisdiction
      1. 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.
      2. 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)
8. Signatures

|  |  |
| --- | --- |
| **Applicant (signing in their personal capacity)** | |
| Print Name |  |
| Position |  |
| Institution |  |
| Signature  Date |  |

|  |  |
| --- | --- |
| **Host Institution supervisor (confirming that the Host institution is willing to support the Applicant’s Fellowship)** | |
| Print Name |  |
| Position |  |
| Institution |  |
| Signature  Date |  |

|  |  |
| --- | --- |
| **Supervisor/Line Manager of the Applicant’s Institution (confirming that the Applicant will be released from their duties to pursue the Fellowship)** | |
| Print Name of Institution |  |
| Print Name of authorised signatory |  |
| Position of authorised signatory |  |
| Signature  Date |  |

|  |  |
| --- | --- |
| **HIS** | |
| Print Name | Healthcare Infection Society |
| Print Name of authorised signatory |  |
| Position of authorised signatory |  |
| Signature  Date |  |

For further information or enquiries, please contact HIS Research and Development Manager via email at [grants@his.org.uk](mailto:grants@his.org.uk)

**Appendix 1** Additional regulations applying specifically to the Mike Emmerson International Fellowship

* 1. The Mike Emmerson Early Career International Fellowship has been established for the healthcare professionals from low and low-middle income countries to gain experience in the management of healthcare-acquired infections in a hospital or community setting.
  2. Mike Emmerson International Fellowship was designed to offer support for these healthcare professionals to undertake a four-week fellowship in the Host Institution based in the United Kingdom or Republic of Ireland
  3. Although the Applicant will be recipient of the award, oversight and guidance for the individual undertaking the fellowship must be provided (and detailed in the Application). The Sponsor must have been a member of HIS for at least two years based at the host institution.
  4. The award holders will be asked to provide a detailed report of their experience of the Fellowship to be published in the Infection Prevention in Practice journal. Failure to report the outcomes of your project may result in the applicant and their institution being ineligible to receive HIS funding in the future.
  5. Where issues arise that cause a delay or modification to the research Project, HIS must be immediately notified as stated in condition 6.8.
  6. At the end of the award, the Applicant is eligible to re-apply to HIS for other categories of funding, although there are no guarantees that further funding from HIS will be awarded.
  7. The maximum award will only be considered in respect of Applications where complete and detailed justification of such costs have been given.
  8. The Applicant will, if so requested by HIS, be an ambassador for HIS and contribute to promotional activities and the HIS website and blog about their Fellowship experiences.