



## RESEARCH PRIZE AGREEMENT

The Lister Institute of Preventive Medicine, in pursuit of its charitable objective of benefiting public health in the UK through the support of biomedical research, wishes to award **Dr xxx** an employee of the **Institution Name** a Lister Institute Research Prize of **£300,000**. The Award is made subject to the following terms and provisions which both the Prize Fellow and the Host Institution hereby agree that they will implement.

### 1. DEFINITIONS

**In this agreement, unless the context otherwise requires, the following words and phrases have the meanings stated:**

- 1.1 **Host Institution** the university, research institution or other entity named in the preamble above at which some or all of the Award Activities will be carried out;
- 1.2 **Prize Fellow** the recipient of the Award named in the preamble above;
- 1.3 **Lister** the Lister Institute of Preventive Medicine;
- 1.4 **Award** the Lister Institute Research Prize;
- 1.5 **Award Activities** the research to be funded by the Award;
- 1.6 **Award Period** the period commencing on the date identified in paragraph 3.1 and ending on the fifth anniversary of that date or the completion of the Award Activities, whichever comes first;
- 1.7 **Direct Costs** the costs explicitly identifiable as arising from the conduct of a project;
- 1.8 **Directly Allocated Costs** cost of resources used by a project that are shared by other activities and based on estimates rather than actual costs (e.g. principal and co-investigator costs);
- 1.9 **Indirect Costs** non-specific costs incurred by all projects that are based on estimates (e.g. human resources, library and departmental services);
- 1.10 **End Date** the last day of the Award Period;
- 1.11 **Award Personnel** the Prize Fellow and any person working on the Award Activities under their supervision;
- 1.12 **Results** all inventions, discoveries, materials, technologies, products, data, algorithms, software, patents, databases, copyright, other intellectual property and know-how arising from the Award Activities;
- 1.13 **Good Clinical Practice Standards** the internationally agreed principles that ensure the ethical and scientific quality in designing, recording and reporting trials that involve human subjects to ensure that the rights, safety and well-being of the individuals recruited for these trials are protected and that clinical trial data are credible and reliable; and
- 1.14 **Data Protection Legislation** the General Data Protection Regulation ((EU) 2016/679) ("GDPR"); the Data Protection Act 2018; in each case as amended, updated or superseded from time to time.

## **2. USE OF AWARD**

- 2.1 The Award may only be used for Award Activities and only to meet costs incurred during the Award Period unless agreed otherwise in advance with Lister. All expenditure is to be made solely on the authorisation of the Prize Fellow.
- 2.2 The Award may be used to cover Direct Costs and Directly Allocated Costs but may not be used to cover Indirect Costs.
- 2.3 The Award may be used to fund salary and individual employment entitlements for Award Personnel other than the Prize Fellow including, where applicable, holiday leave. This may include the employer's National Insurance Contribution and the employer's pension contribution, at a rate no higher than that used by the USS or NHS schemes. Where appropriate, charges should be allocated pro rata between the Host Institution and third parties in line with the respective time commitments. All salaries will be paid on the basis of standard university or institution scales plus National Insurance and USS Contributions where appropriate.
- 2.4 The Award must not be used to pay (a) any merit award or bonus, (b) the costs of recruitment or (c) to make up any prior underfunding of a pension or superannuation scheme.
- 2.5 If the Prize Fellow wishes to spend a period of more than three months in another laboratory, either in the UK or overseas, Lister should be informed. If the total time away exceeds six months in any one twelve-month period and is to exceed 12 months in total during the Award Period Lister should be consulted and its agreement sought. This will not be unreasonably withheld provided that there is clear benefit to the Prize Fellow or their research.
- 2.6 Where the Award funds an individual's salary and that individual takes parental leave or other long term leave the Prize Fellow must notify Lister. The Host institution may only use the Award to pay the cost of covering the vacant position and may not use it to pay that individual's leave entitlements. The Host institution must bear the costs of the individual's parental or other long-term leave consistent with its own employment policies regardless of the fact that the employee's salary is met from the Award.
- 2.7 If the Prize Fellow carries out research in the NHS they must ensure that all costs are attributed according to AcoRD (Attributing the costs all health and social care Research and Development) Guidelines, or equivalent.
- 2.8 The Award may be used to pay patient or volunteer travel and subsistence costs but may not be used to pay for participation costs, including prizes or gift vouchers, for patients and volunteers.
- 2.9 Use of the Award funds for the personal salary of the Prize Fellow or for the augmentation of their salary is not allowed. The Award funds may be used to buy sessions for a replacement lecturer/clinician for some or all of the Award Period to release the Prize Fellow from teaching and administrative duties.

### **3. CONDUCT OF AWARD ACTIVITIES**

- 3.1 The Award Period shall commence on the date agreed with Lister or otherwise on the date on which the first drawdown on the Award is made by the Prize Fellow (which should take place no later than three months or such later period as agreed after the date of this agreement).
- 3.2 The Prize Fellow must use their best endeavours to ensure that Award Activities are completed within the Award Period.
- 3.3 The Prize Fellow shall submit a report on the Award Activities at the end of each of the first and subsequent years of the Award Period, including details of any relevant publications, and a detailed final report together with a full list of all relevant publications and presentations within six months of the End Date. The Prize Fellow shall also provide details of relevant publications for a period of three years after the End Date.
- 3.4 All publications by the Prize Fellow submitted during the Award Period shall state that they are a Lister Institute Prize Fellow or Lister Institute Research Prize holder.
- 3.5 The Prize Fellow must acknowledge Lister's support in all research outputs, including publications, oral or written reports, posters, presentations and information posted on websites that relate to the Award Activities or Results.
- 3.6 The Prize Fellow is expected to make a presentation to the Members of Lister at the next Fellows' Meeting after their selection as a Prize Fellow. When possible, the Prize Fellow is expected to attend Lister's Annual Fellows' Meetings.
- 3.7 The Prize Fellow will respond positively and punctually to requests from the Lister Institute to peer review Lister Fellowship applications.
- 3.8 The Prize Fellow must publish or otherwise disseminate appropriately verified Results to the broader scientific community as soon as possible, although Lister or the Host Institution may delay dissemination for a reasonable period in order to protect intellectual property.
- 3.9 As a member of the Association of Medical Research Charities (AMRC), the Lister endorses the AMRC statements on the 'Use of Animals in Research'.
- 3.10 The Lister supports the use of animals in research only where no valid alternative is available. The Prize Fellow shall have proper regard for the welfare of any animals used and the possibility of promoting the reduction, refinement and replacement of animal usage. Adherence to the principles of the 3Rs as laid out in the current NC3Rs guidance documents (available on the NC3Rs website) is a requirement for any research involving the use of animals.
- 3.11 In the event that the Prize Fellow wishes to carry out animal experiments, it is the responsibility of the Host Institution to ensure that current national requirements are followed, and all necessary licences and ethical approvals are in place before the research begins.

- 3.12 If the Prize Fellow intends to carry out research using human tissue, clinical data or human subjects, the Host Institution must also ensure that all relevant legal, regulatory or national requirements are followed, and that appropriate ethical approval has been obtained before that part of the research begins
- 3.13 Award funds may only be used for research involving human embryos where no viable alternative exists. All such research must be carried out under the regulatory framework provided by the Human Fertilisation and Embryology Authority. It is the responsibility of the Host Institution to ensure that all regulations and licences are strictly adhered to.

#### **4. FINANCIAL MANAGEMENT OF THE AWARD**

- 4.1 The Host Institution shall ensure proper financial management of the Award funds, including keeping proper records of Award expenditure, and by appropriate monitoring to prevent fraud, bribery and any other corrupt practices. The Host Institution must account for all income and expenditure related to the Award through a separate cost centre or a separate bank account used exclusively for the Award.
- 4.2 The Host Institution shall present an annual statement to Lister, on request, giving details of the expenditure from the Award funds authorised by the Prize Fellow. A final statement reconciling receipts, expenditure and any balance remaining should be submitted as soon as practicable after the End Date.
- 4.3 The Prize Fellow shall confirm annually the validity of the expenditure reported by the Host Institution in that year.
- 4.4 If the Prize Fellow intends to move from the Host Institution to another institution during the Award Period, Lister's consent to any transfer of the unexpended balance of the Award funds must be obtained. If Lister agree to the transfer, the Host Institution must as soon as reasonably possible transfer any unspent Award funds to the new employer for continued use by the Prize Fellow and provide to Lister a financial statement showing total expenditure to the time of transfer and the proposed sum to be transferred.
- 4.5 Any Award funds not committed by the End Date shall be returned to Lister as soon as is practicable and clearly identified on the closing financial statement.
- 4.6 Unless otherwise agreed with Lister, reconciliation of expenditure must be submitted in pounds sterling. Where the Host Institution has incurred expense in another currency, when submitting the reconciliation, the Host Institution must apply the historical exchange rate quoted on [www.xe.com](http://www.xe.com) on a date agreed with Lister or otherwise on the date on which the first drawdown on the Award is made by the Prize Fellow (or any alternative third party exchange rate calculator or date notified by Lister before processing the reconciliation). Lister is not liable for any losses incurred by the Host Institution through currency fluctuations. Any actual gains made by the Host Institution as a result of currency fluctuations must be used for the purposes of the Award Activities or paid to Lister following the financial reconciliation of the Award.

- 4.7 Lister may seek confirmation from the Host Institution or the Host Institution's external auditors that the Award has been used in accordance with these terms and conditions. Lister (or its agents) may also conduct its own audit of the Award at any time and the Host Institution shall co-operate fully in that regard, including by allowing Lister to inspect all books, records and facilities related to the Award, by providing copies of all relevant books and records on request, and by procuring that any subcontractors provide that assistance as well.

## **5. EQUIPMENT**

- 5.1 When access to items of equipment is required, Lister will normally approve the Award being used as a contribution towards the total purchase cost, but its permission should be sought. Alternatively, the Prize Fellow may use the Award to buy time on specialist equipment owned by third parties.
- 5.2 The Host Institution confirms that it will accept ownership of any equipment bought using the Award funds. Lister will have no responsibility or liability for the insurance, maintenance and safe use of such pieces of equipment, but the costs incurred in running and maintaining the equipment and training staff in its use during the Award Period may be met from the Award funds. Where the Host Institution is not a registered charity, at the end of the Award Period, Lister may require that the Host Institution pay Lister an amount equal to the market value of the equipment at the end of the Award Period assessed by an independent valuation expert approved by Lister.
- 5.3 If the Prize Fellow transfers from the Host Institution to another institution with Lister's consent, then they also have the right to transfer the equipment purchased using only Award funds. When a contribution to the purchase cost has been made any transfer will be subject to negotiation between the two employing institutions and the relevant funding bodies. At the end of the Award Period ownership of the equipment, purchased solely from the Award, will transfer to the Prize Fellow's current employer. Where a contribution to the purchase cost has been made Lister's interest in the equipment will transfer to the Prize Fellow's current employer.

## **6. AWARD PERSONNEL**

- 6.1 Lister does not employ the Award Personnel. The Host Institution must ensure that any necessary consultancy agreements or contracts of employment are issued in relation to the Award. Lister accepts no liability for which the Host Institution or others may be liable as employer or otherwise.
- 6.2 The Host Institution must ensure that all clinical Award Personnel hold honorary NHS clinical contracts (or equivalent if based outside the UK) or honorary university contracts at the appropriate level. They must also have necessary professional registration, occupational health clearance and professional indemnity insurance. Lister accepts no liability for any claim arising out of matters relating to fitness to practice.

6.3 The Host Institution must ensure that:

6.3.1 all Award Personnel receive training appropriate to their duties;

6.3.2 adequate resources, premises and facilities are provided to support the Award Activities and their achievement within the Award Period. This includes making any reasonable adjustments for Award Personnel who have a disability as required under the Equality Act 2010;

6.3.3 all equipment used for the Award Activities is fully maintained and insured throughout its useful life, and safe;

6.3.4 it takes all reasonable steps to provide a safe working environment in which all staff observe appropriate standards of workplace conduct; and

6.3.5 it identifies and safely manages any risks which could affect the physical and mental health of the Award Personnel and any other person who could be affected by the Award Activities.

## **7. TRANSFER, VARIATION, SUSPENSION AND TERMINATION**

The Prize Fellow's status as Prize Fellow may be discontinued on written notice from Lister if:

7.1 Their contract of employment with the Host Institution terminates for any reason whatsoever other than as a result of a transfer to another employing institution (who agree to be bound by the terms and conditions of this agreement as the new Host Institution) within the UK with Lister's consent;

7.2 The Host Institution does not provide him/her with the necessary facilities and accommodation during the period of the Award;

7.3 The major focus of the Award activities ceases to be the research that formed the basis on which the award was made. For example, it would not be considered appropriate for the Prize Fellow to spend routinely more than 66% of their time on commercial activities. If the Prize Fellows wishes to change the nature or subject of their research or participate in other activities, they must seek the written permission of Lister;

7.4 They cease to work permanently in the UK; or

7.5 Any of the other conditions set out in this agreement are not fulfilled.

7.6 In the event that Prize Fellow status is withdrawn any Award funds not yet spent or committed must be returned, within a reasonable period, to Lister by the Host Institution and a final statement showing how all Award Funds have been applied or committed shall be provided by the Host Institution.

## **8. INTELLECTUAL PROPERTY**

- 8.1 Lister, as a medical research charity, is under an obligation to ensure that the results of research funded in part or in whole by the Award funds are published for the public benefit. The Prize Fellow must publish the results of the research supported by Lister in peer review journals. However, the attention of Lister and the Host Institution must be drawn, in good time before publication, to any results which might appear to be suitable for commercial exploitation, whether capable of intellectual property protection or not. In this situation publication of the research findings must be delayed until all necessary evaluations have been made by Lister and until any appropriate intellectual property applications have been filed in accordance with the provisions of clause (8.4) of this agreement. The Prize Fellow should not disclose any of the Results (unless under appropriate confidentiality arrangements), whether in journals or at learned society meetings, that may prejudice any subsequent filing of any intellectual property applications.
- 8.2 The Results shall vest in the Host Institution. The Host institution shall ensure that the contracts of employment or other terms of engagement of the Award Personnel provide for automatic and immediate vesting in the Host Institution all the Results. The Host Institution and the Award Personnel shall co-operate fully with Lister in all matters relating to the exploitation of the Results.
- 8.3 The Host Institution will use its reasonable best endeavours to operate a fully resourced technology transfer office or its equivalent capable of evaluating and exploiting the Results.
- 8.4 The Host Institution will review the opportunities for the protection and exploitation of the Results and, where appropriate, file patents and any other appropriate intellectual property applications.
- 8.5 Where the Host Institution has filed a patent and/or other intellectual property rights, which are part of the Results, it will also undertake all appropriate and necessary steps to protect and maintain those rights. Likewise, when the Host Institution holds such exploitable know-how, or a patent, or any other intellectual property rights, it will use all reasonable endeavours to exploit these on a commercial basis either itself or through a sub-licensee and shall use all practicable means to maximise its income from the invention, design or know-how. The Host Institution, through its technology transfer office or its equivalent, must keep Lister fully informed of all progress in developing commercially exploitable opportunities arising from the Results.
- 8.6 Lister's approval, in writing, must be sought by the Host Institution before any written agreements relating to the commercial exploitation of the Results are entered into by the Host Institution. Host Institution and Lister shall negotiate in good faith the terms of a revenue sharing agreement as consideration of Lister's approval of the commercialisation activities.
- 8.7 For the purpose of this clause, the revenue to be shared shall mean the total sums received by the Host Institution, whether in the form of profits, royalties, dividends, capital sum, shares or otherwise in respect of the exploitation of the Results after deduction of the cost to the Host Institution of:

- obtaining a patent or other protection in respect of the invention or other rights (including but not limited to patent fees and any ancillary fees);
- obtaining legal advice in connection with the licensing; or
- defending any patents or other intellectual property rights, any royalties or other sums to third parties which may become payable as the result of the settlement of any dispute in relation to such patents or other protected rights.

8.8 In the event that the Prize Fellow is named as inventor or co-inventor on any patent or is responsible for the development of any know-how or other protected intellectual property Lister does not accept any liability for any subsequent exploitation and the consequences thereof.

8.9 If the Host Institution does not protect, manage, exploit any Results (whether patentable or other intellectual property rights) then Lister has a right, but not a duty to protect, manage or exploit such Results. If Lister decides to exercise its right, the Host Institution agrees it will make reasonable endeavours to ensure that its employees and students and any third party, acting on its behalf, does all acts required to assist the Lister in such protection and exploitation. In the event Lister makes any profit or gain as a result of the exploitation of the Results, the Host Institution shall be entitled to an equitable share based on its inventive contribution to such Results.

8.10 The Prize Fellow and the Host Institution shall execute and do such other documents and things as may be necessary to give effect to the provisions of this clause.

## **9. LEGAL COMPLIANCE, RESEARCH PRACTICE AND GOVERNANCE**

9.1 The Host Institution must ensure that the Award Activities are carried out in accordance with all applicable legal, health and safety, ethical and regulatory requirements (including Data Protection Legislation, any clinical trials registration and Good Clinical Practice Standards), and that all licences and approvals necessary for the Award Activities are obtained. For the avoidance of doubt, the Award may be applied toward Award Activities prior to ethical approval being granted where those Award Activities are necessary in order to apply for ethical approval where the application for the Award clearly established this need or where Lister otherwise agrees in writing.

9.2 The Lister will use information provided on the Award proposal for processing the application, the award of any consequential award, and for the payment, maintenance and review of the Award. This may include:

- Registration of proposals;
- Operation of awards processing and management information systems;
- Preparation of material for use by referees and peer review panels;
- Administration, investigation and review of award proposals;
- Sharing proposal information on a strictly confidential basis with other funding organisations to seek contributions to the funding of proposals; and
- Statistical analysis in relation to the evaluation of research and the study of trends.

- 9.3 The Host Institution must ensure that Lister is not put at risk of breaching UK charity laws or regulations because of any relationship between a third party and the Host Institution, or Award Personnel. The Host Institution must ensure that the Award, the Award Activities and the product thereof are applied for public benefit, and that any private benefit is only incidental and is not excessive.
- 9.4 The Host Institution and the Prize Fellow must conduct the Award Activities in accordance with the highest standards of research integrity. Where applicable, the Host Institution must:
- 9.4.1 make reasonable efforts to mitigate the risk of scientific misconduct occurring;
  - 9.4.2 have in place formal written procedures for the handling of allegations of research misconduct ensuring that any investigation into alleged research misconduct is conducted without bias (or the appearance of bias) and make those procedures available to Lister on request;
  - 9.4.3 notify the Lister at the earliest opportunity of any allegations of research misconduct connected in any way with the Award or the Award Activities, as well as the progress and outcome of any ensuing investigation into the alleged misconduct; and
  - 9.4.4 ensure that any investigations and follow up required from conclusions are completed in a timely manner.
- 9.5 The Host Institution and the Prize Fellow must notify Lister if there is any change in their status or the status of any Award Personnel that may affect their eligibility to hold the Award.
- 9.6 If the Host Institution receives a freedom of information request in relation to any part of the Award or Award Activities, it must notify and consult with Lister on the response to the request.
- 9.7 The Host Institution and the Prize Fellow must take reasonable steps to provide a workplace environment where everyone is treated with consideration, fairness, dignity and respect. This should include not just adopting appropriate policies regarding workplace conduct but also taking reasonable steps to ensure those policies are effectively implemented.
- 9.8 Lister reserves the right to refuse, suspend or terminate funding, or ask that an individual be removed from the Award, where, in its reasonable opinion, the conduct of any person connected to the Award may bring Lister's reputation into disrepute.
- 9.9 The Host Institution and the Prize Fellow will jointly and severally take all reasonable steps to ensure that the Award Activities by the Award Personnel and their conduct generally do not in any way impact on the reputation and good standing of the Lister and that all Award Personnel comply with the terms and conditions of this agreement.

**10. LIABILITY, INDEMNITY AND INSURANCE**

- 10.1 Lister relies entirely on the Host Institution to ensure that all activities are carried out in accordance with best practice to avoid damage, loss or injury to persons or property. The Host institution must also ensure that any results arising from the research are appropriately validated before publication. Lister accepts no responsibility for costs incurred other than those specifically set out in this agreement, nor any liability for any accident, injury or loss sustained by any person in connection with the Award Activities or publication of Results.
- 10.2 The Host Institution agrees to indemnify Lister against any costs, claims or liabilities (including legal costs) suffered or incurred by Lister as a result of any action, claim or complaint against Lister in connection with or arising from Award Activities or the negligence or wilful default of the Award Personnel or any failure to accurately report Results or arising out of the use, publication or exploitation of the Results by the Host Institution or the Award Personnel.
- 10.3 The Host Institution must ensure that it holds appropriate insurance for professional indemnity, public liability and employer’s liability during the Award Period and for a period of six years after the end of the Award Period and during any commercialisation of the Results.

**11. GOVERNING LAW AND JURISDICTION**

- 11.1 This Agreement is governed by the laws of England and Wales. The Host institution and Prize Fellow irrevocably and unconditionally submit to the exclusive jurisdiction of the English courts in respect of any dispute or disputes arising out of or in connection with this Agreement.

To: The Director, Lister Institute of Preventive Medicine  
PO Box 2502, Watford, WD18 1AE

We accept the offer of a Lister Institute Research Prize on the terms and conditions set out in this Agreement and attached letter.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Lister Institute Prize Fellow

Date: \_\_\_\_\_

\_\_\_\_\_  
Signed, on behalf of the Host Institution

Date: \_\_\_\_\_

\_\_\_\_\_  
Signed, on behalf of the Lister Institute of Preventive Medicine