



## STANDARD CONDITIONS OF AWARD DIABETES WELLNESS SVERIGE

### 1. General Conditions

**1.1 Applicability and Definitions:** Grants awarded by Diabetes Wellness Sverige ("DWS") are subject to the conditions of award which apply at the time that the grant is awarded as stated in the award letter. DWS reserves the right to change the conditions of award from time to time, at which point the new conditions shall apply to both new and existing grants. The grant holder is the person at the institution to whom correspondence is normally addressed in connection with the administration of an award. The institution employing the grant holder, also sometimes referred to as the host institution, shall be responsible for the award (including all administration and liaising with third parties) and for ensuring compliance with the conditions of award by the other institutions, where the research activity involves more than one institution. Any individual reference to "institution" shall be to each institution employing the relevant DWS funded personnel or otherwise involved in the research activity.

Terminology used in the DWS Standard Conditions of Award, such as project, research, activity, research activity, funding, shall always be taken to apply to all types of award whatever is covered by the award, whether salary and/or equipment and, when included, expenses.

- 1.2 Acceptance of an award:** Before an award may commence, the institution, or where more than one the host institutions, (through an authorised signatory), head of department, grant holder and any co-applicants must accept, and agree to abide by, the conditions of award set out in the award letter. The conditions shall normally be the DWS Standard Conditions of Award, but these may be varied in the award letter. The host institution undertakes to bring to the notice of all other institutions in any research activity the conditions of award and obtain their agreement to them.
- 1.3 Use of an award:** The grant holder must use his/her best endeavours to complete the research activity, or ensure the research activity is completed, within the agreed period and the overall amount of grant awarded. The use of grant monies for any purpose other than that specified under the award is not permitted without DWS's prior approval.
- 1.4 Start date:** An award should be taken up as soon as possible and the grant holder must advise DWS in writing of the starting date of the research activity at the earliest opportunity. If the activity does not commence within 6 months of the date of the award letter DWS reserves the right to withdraw the offer, whether or not it has been accepted, without any liability. The grant holder must inform DWS of any interruptions to the research activity. DWS reserves the right to review the award, and make whatever changes it deems appropriate including terminating the award, in the event of such an interruption.
- 1.5 Staff:** DWS must be provided with details of all individuals being supported under its awards and notified of any changes of personnel. DWS reserves the right to review the award in the event of such a change, and make any changes it deems appropriate, including terminating the award.
- 1.6 Progress and Final Reports:** A brief report (DWS report template to be used) must be submitted to DWS at the end of each 12 month period. Further funding will not be released until its receipt. A final report must be submitted within twelve months of the end of the award. The final claim for reimbursement will be withheld until its receipt. Failure to submit a report may cause DWS to terminate an existing award and refuse to consider further applications from the grant holder.



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- 1.7 Transfer of an award:** Should the head of research under whom a DWS funded individual is working move to another institution during the tenure of an award, DWS must be informed of the move as early as possible and DWS's agreement to the move sought. Upon giving their agreement, DWS would not expect to incur any additional costs as a result of such a move.
- 1.8 Site visits:** Site visits may be made at any time, upon reasonable notice by DWS or its agents.
- 1.9 Termination of an award:** When DWS makes an award, it reserves the right to terminate the award without notice in the case of misconduct or breach of agreed terms of the contract. In such a case, DWS will reimburse the host institution for expenditure properly incurred under the award up to the termination date, but it will not in any event be responsible for or indemnify the host institution or where more than one, other institutions, against any claim for compensation or other claim for which they may be liable as employer or otherwise.
- 1.10 Scientific integrity and fraud:** DWS agrees to funding research providing the employing authority can produce evidence that they have in place a procedure for dealing with scientific fraud. In the rare event of scientific fraud occurring, it is the responsibility of the employing authority to investigate this. If a case of fraud is suspected in the course of the research, then DWS must be notified and kept informed of developments. At the initial stages of an enquiry DWS would not normally suspend the grant. However, if adequate steps are not taken to proceed with the investigation, DWS will suspend the grant. If fraud is proven, DWS will terminate the grant immediately.
- 1.11 DWS award reference number:** This must be quoted on all correspondence and invoices.
- 1.12 Variations in Standard Conditions of Award:** The DWS Standard Conditions of Award apply equally to any activity of DWS funded individuals in their capacity as grant holders, except to the extent that the DWS Standard Conditions of Award may be varied in a letter of appointment.
- 1.13 DWS funded personnel:** Any person funded by DWS, during their period of funding, shall not by action or omission bring the name of DWS into disrepute or otherwise adversely affect the goodwill of DWS.

## **2. Responsibilities of the institution and limitations of DWS's liability**

- 2.1 General:** It is the responsibility of the host institution to ensure that the award is applied exclusively and appropriately in support of the research activity and the purpose for which it has been awarded, and that all applicable regulations to third parties relating to the research activity and purpose are met, and that none of the obligations to third parties conflict with the DWN Standard Conditions of Award. The institution shall also ensure that the work is undertaken in an adequate and proper way, and that there is appropriate supervision of the people and activity funded.



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**2.2 Best research practice and indemnity:** DWS relies entirely on the institution to ensure that the research activity supported is carried out in accordance with best practice, in order to avoid damage, loss or injury to persons or property. DWS requires the institution to take all reasonable precautions to safeguard the health and safety of those involved in the research and all third parties affected thereby and accepts no liability for any accident, injury or loss sustained by any person as a result of and/or in the course of that research or activity. In accepting the award, the host institution agrees to indemnify DWS against any liability (including legal costs) arising from any claim made against DWS in connection with or arising from any funded activity or person or the accuracy or application of the results of that activity, and confirms that it has obtained and will maintain in force for the duration of the award and for a period of five years thereafter, public and professional indemnity insurance at a level appropriate to the risks involved.

**2.3 Expenditure:** DWS accepts no responsibility, financially or otherwise, for the expenditure (or liabilities arising out of such expenditure) or liabilities arising out of work, other than those specifically listed in the award letter, any accompanying notes and these DWS Standard Conditions of Award. The control of expenditure to be funded under the award must be governed by the normal standards and procedures of the host institution and must be covered by the normal audit arrangements that exist in that institution. Notwithstanding any other provision in these DWS Standard Conditions of Award, DWS shall not be liable to the institution for any amount in excess of the award.

## **3. Employment of DWS funded personnel**

**3.1 General:** In all cases where support is provided for the employment of staff, DWS does not act as an employer, and therefore the institution undertakes to be responsible and liable for the issue of contracts and compliance with employment statutes. DWS will not be responsible for claims under any statute or at common law, nor will it indemnify the institution against any claim for compensation for which the institution, as an employer, may be liable.

**3.2 Management:** The institution undertakes to be responsible and liable for the management, monitoring and control of all personnel employed in or involved in the research work funded by an award. It also undertakes to ensure that all personnel associated with the work receive training appropriate to their duties and the requirements of any statute or regulation.

**3.3 Proportion of time:** Personnel whose salaries are funded by DWS are expected to devote substantially the whole of that salaried time to the funded activity, except for where some understanding has been agreed with the institution that the funded person undertakes a small amount of activity such as teaching. DWS would expect the annual leave entitlement of the funded person and/or other personnel employed in the funded research work, to be taken within the period of the award.

## **4. Financial**

**4.1 General:** In accepting the award the host institution and grant holder confirm that none of the work carried out under the award is subject to financial assistance from any other source other than submitted in the application.



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- 4.2 Amount of award:** Total amounts agreed in an award will not be increased except under very exceptional circumstances.
- 4.3 Funded personnel:** (i) In cases where staff are employed under an award, no increase in salary other than nationally agreed pay awards and annual increments shown in the application will be met by DWS. DWS pays salaries aligned to the university non-clinical academic salary scales and academic equivalent.
- (ii) Before confirming the appointment or replacement of funded personnel, the candidate's curriculum vitae, unless included in the application, must be forwarded to DWS with proposed basic starting salary and start date for prior written approval.
- (iii) Should a grant holder, whose salary is provided by the award, obtain salary support from an alternative source, the salary provision may not be transferred to any other individual.
- 4.4 Equipment:** Reimbursement of equipment monies will be subject to receipt of a claim from the host institution's finance officer to which a copy of the relevant invoices must be attached. DWS will not reimburse equipment costs not covered by an award. Should the need arise, a grant holder may approach DWS for a separate equipment grant.
- 4.5 Costs not covered by DWS:** DWS awards grants on the basis that infrastructure and overhead costs are met by the institution (including but not limited to lighting, heating, institute support staff salaries, publication charges, administrative costs, library facilities). DWS will accept a 10% overhead cost related to the project but will not accept responsibility for staff salaries between grant periods or as a consequence of a deferred application.
- 4.6 Reclaiming award expenditure:** Claims for salaries (personnel should be named), research expenses and equipment (copy purchase invoices must be attached) will be reimbursed quarterly, normally in arrears but sometimes in advance according to the type of grant awarded, against details, in the format agreed, itemising expenditure from the host institution's finance office. A final claim must be submitted within six months of the end of the award. No reimbursement will be made against claims received after this period and DWS may withhold payment until a final report is filed.
- 4.7 Audit:** DWS reserves the right to request auditors of its own to seek confirmation from the host institution's external auditors that the award and the amounts paid by the DNS have been used for the purpose for which they were awarded.

## 5. Equipment

- 5.1 General:** Any equipment awarded is donated to the department in which the principal investigator works. Equipment provided by an award is solely for the benefit of the research as specified in the award, and at the end or termination of an award will remain the property of the institution. Should any ancillary activity be carried out using this equipment for commercial gain (that is, use for which charges are levied) DWS's prior written approval must be obtained. Such approval may be conditional on DWS sharing any financial benefit that results.

If the research activity for which the equipment was purchased ends prematurely, or if the equipment is no longer required for the purpose it was given for whatever reason, DWS must give its consent in writing to its disposal or other use.



- 5.2 Responsibility:** The institution must take responsibility for installation, maintenance, repairs and insurance costs at their own expense. In certain circumstances equipment might be subject to further conditions specified in the award letter.
- 5.3 Relocation:** If DWS has approved the transfer of an award to another institution, it reserves the right to require that equipment which was included in the award be transferred to the other institution, at no cost to DWS.

## **6. Ethical approval and use of animals**

- 6.1** Acceptance of an award constitutes confirmation that any necessary Ethics Committee approval has been obtained. An award may not commence without full ethical approval. A copy of the approval must be forwarded to DWS prior to commencement, unless included in the application.
- 6.2** Grant holders are expected to adopt procedures and techniques which minimise the use of animals.

## **7. Intellectual property and commercial exploitation**

- 7.1 DWS's obligations:** DWS is committed to finding a cure for diabetes, and one of its two major reasons for existence is in funding research. As a charity, DWS is under an obligation to ensure that the useful results of research that it funds (whether in whole or in part) are applied for the public good. DWS therefore requires all grant holders and DWS funded personnel to play an active role in ensuring the protection and exploitation of the intellectual property arising out of any DWS funded person or DWS funded activity ("Intellectual Property"). The term intellectual property includes all inventions, technologies, products, data, know-how and materials).
- 7.2 DWNS requires the institution and grant holders to:**
- (i) notify DWS promptly in writing when Intellectual Property that might be of medical or commercial value is created, and ensure that such Intellectual Property is protected and not published or otherwise publicly disclosed prior to protection (whilst at the same time ensuring that potential delays in publication are minimised);
  - (ii) ensure that all persons in receipt of DWS funding or working on a DWS funded activity are to comply with their obligations under the Award and agree to be bound by the terms and conditions therein.
  - (iii) permit DWS to have reasonable access to people and information who and which has any bearing on a DWS funded activity or the exploitation envisaged under this Condition 7.



## **8. Consultancies, third party restrictions and arrangements**

**8.1** The institution shall ensure that no consultancies, third party restrictions and arrangements are entered into in relation to any DWS funded person or activity, except as provided in this Condition 8.1.

(i) Consultancy is limited to the provision of advice and exchange of ideas and should not include research or supervision of research. DWS is concerned to ensure that any form of remuneration by a company is made only for the provision of advice and the exchange of ideas, and does not enable that organisation to gain inappropriate access to any DWS funded person or activity. Consultancies may not be used to enable an organisation to gain an unfair advantage over its competitors in access to a DWS funded person or activity.

(ii) Neither any individual funded by DWS or involved in any DWS funded activity nor the institution will, without the prior written consent of DWS, accept an appointment as a consultant, or enter into confidentiality agreements, or use materials or compounds (not obtained commercially), where any party would place restrictions on the publication of or obtain prior knowledge of any research findings of DWS funded individuals or activities other than those relating specifically to the materials or compounds supplied.

(iii) Neither any individual funded by DWS or involved in any DWS funded activity nor any institution will enter into any collaborative arrangements involving DWS funded individuals, materials or activities, where any party would place restrictions on the publication of, or patenting, or commercial exploitation of, any results of such collaborative arrangements without the prior written consent of DWS. As a condition of granting such consent, DWS may require the host institution and/or the individual to agree to terms including the sharing of benefits (such as revenues and equity).

**8.2** The grant holders and co-applicants confirm that upon acceptance of an award there are no pre-existing arrangements which have not been disclosed fully in writing to DWS, which are or could lead to a breach of the DWS Standard Conditions of Award.

**8.3** The institution is required to not to act in any way that goes against the conditions for funding stipulated in this agreement or the purpose of the funding.

**8.4** DWS funded individuals shall provide DWS with a list of all consultancies and equity interests related to their research covering themselves and all other members of their research team and update such consultancies and interests once a year.

## **9. Acknowledgements, Publications and Publicity**

**9.1 General:** Grant holders must inform DWS when publication of research papers based on work funded, wholly or partly, by DWS is imminent. Grant holders must take all reasonable actions to ensure that DWS's support is acknowledged in all publications either in the text or in a footnote and quoting "Diabetes Wellness Sverige" or "Diabetes Research & Wellness Foundation". One copy of each published paper must be forwarded to DWS upon publication.

**9.2** Grant holders must take all reasonable actions to ensure that DWS's support is acknowledged in every presentation given related to the funded project. DWS supply all grant holders with a Grant holder pack including digital logos to use for this purpose.



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- 9.3 Grant holders, personnel involved in DWS funded activities, and the institution, may not use the DWS logo without the written permission of DWS.
- 9.4 Grant holders must ensure that all written press statements on DWS funded activities have been approved by DWS's Public Relations Section prior to release.
- 9.5 Grant holders and personnel involved in DWS activities will assist DWS in its policy of publicising as widely as possible its awards and progress in scientific research supported by DWS, and agree not to enter into any restrictive publication arrangements without the written approval of DWS.

Print name ..... Print name .....

Position.....

Department.....

Signature .....  
Head of Department

Signature .....  
Applicant

Insamlingsstiftelsen Diabetes Wellness Network Sverige (org.nr. 802425-2218), står enligt lag under tillsyn av Länsstyrelsen i Stockholms län samt under tillsyn enligt avtal mellan Stiftelsen för Insamlingskontroll och insamlingsstiftelsen. Stiftelsen har 90-konto 900116-5.