

# DIABETES UK BLACK LEADERS IN DIABETES INTERNSHIP SCHEME

## TERMS AND CONDITIONS

### 1. Background

1.1 The Agreement sets out the terms & conditions upon which Diabetes UK has agreed to award the whole or part of the Grant to the Institution.

### 2. Definitions

2.1 The following terms shall have the following meanings:

<b>“Agreement”</b>	Means the Application Form, the Activation Form, the Award Letter, the Conditions and the Policies, as amended from time to time in accordance with their terms;
<b>“Application Form”</b>	Means the form, a copy of which is appended to the Award Letter, completed and submitted by the Grantholder to Diabetes UK requesting grant funding, together with any subsequent letters or other documents provided from and to Diabetes UK relating to the form, setting out full details of the proposed research to be carried out;
<b>“Award Letter”</b>	Means the letter from Diabetes UK to the Institution and Grantholder specifying the details of the financial support awarded in relation to the Project and which must be

	signed by the Institution and Grantholder to accept the Grant;
<b>“Conditions”</b>	Means these terms & conditions, as amended from time to time;
<b>“Data Protection Legislation”</b>	Means GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time. For clarity, Data Protection Legislation means in respect of Diabetes UK and any Institution located in the UK: (i) unless and until GDPR is no longer directly applicable in the UK, the GDPR and Data Protection Act 2018; and then (ii) any successor legislation to the GDPR or the Data Protection Act 2018;
<b>“Diabetes UK”</b>	Means The British Diabetic Association, a charity registered in England & Wales (215199) and Scotland (SC039136);
<b>“Final Report”</b>	Means the report to be issued by the Grantholder and the Institution to provide a summary of progress on the 6-week internship against the original objectives.
<b>“GDPR”</b>	Means the General Data Protection Regulation of the European Union ((EU)2016/679);
<b>“Grant”</b>	Means the financial support to be provided by Diabetes UK in relation to the Project;
<b>“Grantholder”</b>	Means the individual principally responsible for leading and managing the Project and whose name is set out in the Award Letter;
<b>“Grant Period”</b>	Means the period for which the Grant is awarded as set out in the Award Letter;
<b>“Institution”</b>	Means the university, institution, research council or other body to which the whole or part of the Grant is awarded and which is responsible for ensuring the proper conduct of the Project and is accountable for financial management of the Grant;

<b>“Policies”</b>	Means the policies of Diabetes UK applicable to the Project which are available at: <a href="http://www.diabetes.org.uk/grantconditions">www.diabetes.org.uk/grantconditions</a> ;
<b>“Project”</b>	Means the research, funded in whole or in part by the Grant and primarily led and managed by the Grantholder, as set out in the Application Form and any subsequent letters or documents between Diabetes UK and the Grantholder and Institution setting out full details of any agreed changes to such research;
<b>“Results”</b>	Means any and all information, data, databases, materials, algorithms, software and/or findings developed or created in connection with the Project;
<b>“Windsor Fellowship”</b>	A national race equality educational charity and the organisation responsible for making salary payments to the Intern.

### 3. Research Practice

3.1 The Institution and the Grantholder will at all times during the continuance of the Agreement comply with:

- 3.1.1 the Policies;
- 3.1.2 the terms of the Agreement; and
- 3.1.3 any laws and regulations (as amended from time to time) applicable to the Project and the Agreement including human tissue legislation, health & safety legislation, the Data Protection Legislation and the Bribery Act 2010.

3.2 It is a condition of the Grant that the research undertaken in connection with the Project is conducted in accordance with best scientific and ethical practice. The Institution warrants that it has in place, and will continue to have in place through the Grant Period, formal written policies setting out the standards to be met in the conduct of research and the procedures to be followed following any allegation of research misconduct.

3.3 If at any time during or after the Grant Period, allegations of research misconduct are made in relation to the Project, or in relation to the Grantholder (or any other person involved in the Project) in connection with any other research, and are, in the reasonable opinion of Diabetes UK, substantiated, Diabetes UK reserves the right to take such steps as it, at its absolute discretion, considers appropriate which may include (but is not limited to):

- 3.3.1 Requiring the Institution to remove the Grantholder (or any other person involved in the Project) from the Project;
- 3.3.2 taking such steps as it considers necessary to monitor the subsequent conduct of the Project and the Institution and the Grantholder will co-operate with Diabetes UK to facilitate this;
- 3.3.3 terminating the Grant with immediate effect.

3.4 The Institution and the Grantholder will conduct the Project in accordance with the principles set out in the [Concordat to Support Research Integrity](#) policy.

3.5 Prior to the commencement of the Project, the Grantholder and the Institution will obtain any and all licences, consents and approvals (including ethical approval) necessary to the conduct of the Project, will continue to hold such licences, consents and approvals during the Grant Period, and will promptly upon request provide copies of such approvals, licences and consents to Diabetes UK.

3.6 The Institution will ensure that it has in place throughout the Grant Period procedures for the identification and management of ethical issues connected to the Project, and that such issues are dealt with in accordance with such procedures. The Institution will notify Diabetes UK of any ethical issues connected to the Project and will keep Diabetes UK informed of any actions taken in relation to such issues.

3.7 The Institution will ensure that it has in place throughout the Grant Period procedures for the identification and management of potential conflicts of interest in connection with the Project. The Institution will notify Diabetes UK of any conflicts of interest that arise and will keep Diabetes UK informed of any actions taken in relation to such issues.

3.8 The Institution will promptly notify Diabetes UK of any incident connected to the Project (which the Institution at its reasonable discretion considers relevant to Diabetes UK's rights and interests in the Project) and will keep Diabetes UK promptly informed of any developments connected to such incident.

3.9 The Institution warrants that full details of any third party funding granted to it in connection with the Project were included in the Application Form and Institution agrees, if any such funding is obtained subsequently to Diabetes UK's acceptance of the Application Form, that it will promptly notify Diabetes UK in writing with full details of such funding.

## 4. Project Management

4.1 The Institution will have in place, during the Grant Period appropriate policies of insurance including personal indemnity, public liability and employer's liability insurance.

4.2 The Institution must ensure that it has in place throughout the Grant Period appropriate procedures for the control of expenditure in connection with the Project which shall include maintaining a separate internal financial account for expenditure connected to the Project. The Institution and the Grantholder agree that the Grant may only be used to meet the costs of the Project as set out in the Application Form unless otherwise agreed with Diabetes UK.

## **5. Payment of Grant and Costs**

5.1 Diabetes UK will only release the initial instalment of the Grant once all the conditions set out in the Award Letter have been satisfied.

5.2 Following its receipt of a valid invoice from the Institution;

5.3 Diabetes UK will not be liable for the payment of any amounts in addition to those set out in the Award Letter. The Institution will be liable for any expenditure incurred in connection with the Project in excess of the Grant.

5.4 All Grant amounts detailed in the Award Letter are inclusive of output VAT (if any).

5.5 The salary costs associated with the internship will be paid directly to the Intern through the Windsor Fellowship.

5.6 The Grantholder must commence the work on the Project between April and August for a period of 6-weeks.

5.7 In the event that the agreed Project activities are completed without spending the full amount of the Grant, the Institution must repay all unspent sums to Diabetes UK.

## **6. Equipment**

6.1 The Institution warrants that it has in place, and will continue to have in place through the Grant Period, formal written policies and procedures governing the procurement of equipment. Any equipment funded by the Grant must be procured in accordance with such policies and procedures.

6.2 During the Grant Period, the Institution will ensure that any equipment funded by the Grant:

- 6.2.1 is appropriately insured;
- 6.2.2 properly serviced and maintained in a state of good repair; and
- 6.2.3 that the use of such equipment for the conduct of the Project is given priority.

6.3 The Grantholder will notify Diabetes UK if, during the Grant Period, the need for equipment funded wholly or in part by the Grant for undertaking the Project substantially

decreases, or such equipment is not being used for the Project. Diabetes UK reserves the right to request that the Institution dispose of such equipment and to claim the proceeds of such sale.

6.4 Is agreed that any equipment funded by the Grant is owned absolutely by the Institution and that, after the end of the Grant Period, the Institution shall have absolute discretion in relation to the maintenance and use of such equipment.

6.5 The Institution will be responsible for ensuring that appropriate premises are made available to house the equipment funded by the Grant during the Grant Period.

## **7. Personnel**

7.1 Notwithstanding any financial support awarded as part of the Grant for the employment of personnel, nothing in the Agreement is intended to, or shall, create a relationship of employment between Diabetes UK and the Institution, Grantholder or any other personnel involved in the Project. Diabetes UK will not be responsible for any claim of redundancy, compensation, dismissal or discrimination in respect of which the Institution may be liable in connection with the Project whether as employer or not.

7.2 The Institution shall be solely responsible for complying with any applicable employment related laws, regulations and practices in relation to the Grantholder and any other personnel engaged in the Project, including health and safety legislation.

7.3 The Institution shall be responsible for ensuring that it enters into written contracts of employment or consultancy (as appropriate) with the Grantholder and any other personnel (including students) involved in the Project.

7.4 The Institution will indemnify Diabetes UK in respect of any loss or damage suffered by Diabetes UK arising out of any claim by the Grantholder or any other personnel involved in the Project that such person is employed by, or otherwise engaged to provide services to, Diabetes UK.

7.5 The Institution will ensure that the Grantholder and any other personnel involved in the Project comply with the terms of the Agreement.

## **8. Reporting**

8.1 Within 6 weeks of the end of the Grant Period (unless otherwise expressly agreed in writing by Diabetes UK), the Grantholder will submit the Final Report to Diabetes UK. If Diabetes UK reasonably considers that the Final Report is not satisfactory, it may request the Institution and the Grantholder to provide additional information and/or to provide a revised Final Report.

## 9. Limitation of Liability

9.1 Diabetes UK will be liable to the Grantholder and the Institution to the extent that any loss or damage suffered by the Grantholder and/or the Institution is attributable to Diabetes UK's breach of its obligations under the Agreement. Diabetes UK's total liability to the Grantholder and the Institution together shall be limited to the amount of the Grant.

9.2 Save as set out in clause 9.1, Diabetes UK will not be liable:

- 9.2.1 for any loss or damage suffered by the Institution or the Grantholder as a result of their involvement in the Project; or
- 9.2.2 subject to clause 5.3, for any costs or expenditure in excess of the Grant.

9.3 Subject to clause 9.1, the Institution will indemnify Diabetes UK against any and all loss and damage suffered by Diabetes UK arising from or in connection with the conduct of the Project. The Institution's liability under this clause 9.3 shall be limited to the total amount of the Grant.

9.4 Nothing in the Agreement is intended or shall limit or exclude the liability of one party to another to the extent that such liability may not be limited or excluded by applicable law.

## 10. Confidentiality, Data Protection and Freedom of Information

10.1 Each party acknowledges that, as a result of the Agreement, it may acquire confidential information relating to another party that is not connected to the Grant and the Project. Subject to the express terms of the Agreement, each party agrees that it shall keep such information confidential to the extent that such information is not available in the public domain unless required to disclose it by applicable law or statutory regulation or order of a court of competent jurisdiction.

10.2 Information relating specifically to the Grant and the Project which has not been published shall be kept confidential save as set out in the Agreement or expressly agreed by the parties in writing. The Institution and the Grantholder may disclose information about the Grant and the Project to their scientific collaborators and any co-applicants under similar conditions of confidentiality.

10.3 All parties will comply with the Data Protection Legislation in relation to their handling of personal data in relation to the Grant and the Project.

10.4 The Institution and the Grantholder agree that in order to administer and manage the Grant, Diabetes UK and any party appointed by Diabetes UK under clause 10.3, will collect, store and use the personal data of the persons working on the Project and Institution staff involved in managing the Grant on behalf of the Institution. Diabetes UK will be the data controller



for such purpose. The Institution and the Grantholder warrant that they have obtained the consent of any persons working on the Project to the disclosure of their personal data to Diabetes UK and the use of their information by Diabetes UK as set out in the Diabetes UK research [privacy policy](#).

10.5 The parties acknowledge that the Institution is subject to the Freedom of Information Act 2002 (or equivalent legislation in other jurisdictions) ("FOIA"). If the Institution receives a request for information under the FOIA in connection with the Project, it will promptly notify Diabetes UK and comply with any reasonable request made by Diabetes UK in connection with its response to such request.

## **11. Termination/Suspension**

11.1 The Agreement shall commence on the date that Diabetes UK receives the Award Letter signed by both the Institution and the Grantholder. It shall continue in force unless terminated earlier in accordance with this clause 11 until: (i) the date upon which the Final Report is approved by Diabetes UK or (ii) 3 months following the end of the Grant Period if Diabetes UK has not received a satisfactory Final Report by such date and has declined to extend the period for submission of such report, when it will terminate automatically (unless otherwise expressly agreed in writing between the parties).

11.2 The provisions of clause 3.3 shall apply in circumstances where any allegation of scientific misconduct is made in relation to the Grantholder and/or any personnel involved in the Project. The provisions of clause 3.3 shall continue to apply after the end of the Grant Period.

11.3 Diabetes UK shall be entitled to terminate the Agreement at any time by giving one month's notice in writing to the other parties.

11.4 The Institution and the Grantholder may together terminate the Agreement by notice in writing signed by both parties if Diabetes UK is in material or repeated breach of its obligations under the Agreement.

11.5 On termination of the Agreement by Diabetes UK for reasons other than the Institution or the Grantholder's material or repeated breach of the terms of the Agreement, Diabetes UK will reimburse the Institution and the Grantholder for any costs and expenses reasonably and properly incurred in connection with the Project that are not covered by instalments of the Grant already paid at the date of termination. The Institution and the Grantholder shall provide reasonable documentary evidence in relation to such costs and expenses.

11.6 Diabetes UK shall not be required to reimburse the Institution or the Grantholder in respect of costs and expenses incurred where termination is as a result of the Institution or the Grantholder's material or repeated breach of the terms of the Agreement.



11.7 If, at the date of termination of the Agreement, the Institution holds any Grant funds that have not been allocated to properly incurred expenditure in connection with the Project, the Institution shall promptly repay such funds to Diabetes UK. The Institution and the Grantholder shall provide reasonable documentary evidence of properly incurred expenditure.

11.8 Termination shall be without prejudice to any accrued rights, in particular to the continuing reporting requirements set out at clause 8.

## **12. General**

### **12.1 Precedence**

To the extent that there is any conflict between the terms of these Conditions and the terms set out in the Award Letter, the terms set out in the Award Letter shall take precedence. To the extent that there is any conflict between the terms of these Conditions and the Application Form, the terms set out in the Conditions shall take precedence.

### **12.2 Variation**

Diabetes UK reserves the right to amend any term of the Conditions at any time where such amendment is required by applicable laws or regulations, or in order to comply with the recommended standards of anybody with jurisdiction over the Project or Diabetes UK, or where Diabetes UK reasonably believes that such change is necessary to ensure that the Conditions comply with Association of Medical Research Charities guidelines from time to time. Diabetes UK will publish any such changes on its website at [www.diabetes.org.uk/grantconditions](http://www.diabetes.org.uk/grantconditions) and shall notify the Institution in writing of any such changes.

Any other changes must be agreed in writing between the parties.

### **12.3 Third Party Rights**

Nothing in the Agreement shall grant any rights to any third party under the Contracts (Rights of Third Parties) Act 1999 (as amended) save that Diabetes UK Services Limited shall be entitled to enforce Diabetes UK's rights hereunder.

### **12.4 Whole Agreement**

The Agreement sets out the entire agreement of the parties in relation to the award of the Grant and the Project. The parties agree that, in entering into the Agreement, they have not relied on any statements, representations or warranties save those set out in the Agreement.

## 12.5 Force Majeure

In the event that any party is delayed in performing its obligations under the Agreement by reason of circumstances beyond its reasonable control or anticipation (which includes without limitation to acts of God, flood, drought, earthquake or other natural disaster, epidemic, pandemic, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom, any law or any action taken by a government or public authority, collapse of buildings, fire, explosion or accident any labour or trade dispute, strikes, industrial action or lockouts, non-performance by suppliers or subcontractors, interruption or failure of utility service or declaration of a period of national mourning) (“Delaying Circumstances”), it shall be excused from performance of such obligations for the period for which such Delaying Circumstances continue in force, provided it promptly notifies the other parties of such circumstances and the expected duration of the delay. The affected party shall take all reasonable steps to minimise the Delaying Circumstances. If the delay continues for a period of six weeks, any of the unaffected party/ies may elect to terminate the Agreement by written notice to the other parties. If the Institution or Grantholder is the party affected by Delaying Circumstances, Diabetes UK shall not be required to pay any further instalments of the Grant (even if such payment is due) until the Delaying Circumstances have come to an end.

## 12.6 Interpretation

Any phrase introduced by terms such as ‘including’, ‘for example’ and/or ‘in particular’ shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

Any reference to legislation, regulation or policy shall be deemed to include any sub-ordinate legislation or regulation, and to refer to such legislation, regulation or policy as amended from time to time.

The expressions ‘in writing’ or ‘written’ shall include email and documents transmitted electronically.

## 12.7 Jurisdiction

The Agreement shall be subject to the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England & Wales.