

Terms and Conditions for HSA Research Grants

Use of funds

- 1. Projects and procedures funded by HSA grants may not be altered from those specified on the application form and in the grant authorisation from the HSA without prior written permission of the HSA, and no additional funds will be provided unless the HSA so decides in its absolute discretion.
- 2. Where funds are granted to an institution for the employment of staff at that institution, or for work to be carried out by a private individual, the HSA is not the employer. It is the responsibility of the host institution to issue a contract of employment in accordance with all current employment law or equivalent legislation in other countries. Full details of all employment costs should be provided in the application. Where the HSA provides funds for the employment of staff to undertake research, the employer is expected to protect these staff from the burdens of undertaking administrative and teaching responsibilities unless agreed otherwise by the HSA.
- 3. The period of the grant is strictly limited and the tenure of appointment of any persons employed by the host institution for the work covered by the grant must be confined strictly to the period of the grant. If staff are retained beyond this, it is for the host institution's own purposes and at their own expense.
- 4. The host institution is entirely responsible for increments in salaries or stipends during the term of the grant and these should be budgeted for in the application. The HSA may consider applications for additional sums following national pay increments. Applications should be made promptly after these occur and full details of the circumstances explained.
- 5. All grants are made on the condition that the HSA is in no way responsible for claims under any statute or at common law and it does not indemnify the host institution against any claim for compensation or against any other claims for which the host institution may be liable as an employer, owner-occupier, or user of premises or as the provider of services or facilities or in relation to the work carried out under the grant.
- 6. Any equipment purchased from an HSA grant should be used during the period of the grant only for the activities approved.

Additional Funding

7. If additional funding is to be sought from other sources this must be discussed with, and written approval obtained from, the HSA in advance.

Legal and ethical

8. It is the responsibility of the applicant to be aware of all laws and codes – including ethics approval (see point 9) – under which the work is to be carried out and to abide by these and to obtain all necessary permissions and licences. This includes anti-harassment policies, as well as diversity, equity, and inclusion (DEI) policies.

Use of animals

9. If the proposed work involves the use of animals or human subjects, an ethical evaluation of the project is necessary, even if the procedures involved are deemed to be sub-threshold. In addition, it is the responsibility of the principal applicant to check with the appropriate national or regional authority regarding the need for licences or other specific authorisation required in the country concerned and to obtain these where necessary.

It is also the responsibility of the principal applicant to obtain the necessary approvals from the institution's ethics committee where there is one. If working with animals in a country that has no legislation to protect the welfare of animals during scientific experiments, the principles of either the UK's Animals (Scientific Procedures) Act 1986 (and any amendments) or the EU Directive (2010/63/EU) on the protection of animals used for scientific purposes should be followed as good practice.

- 10. The HSA requires rigorous implementation of the 3Rs. Where animals are used in research, they must be afforded high standards of welfare compatible with the aims of the research. At all times conditions for husbandry and experimentation should be of high standard conducive to good welfare and to minimising stress. Enclosures should meet the physiological and behavioural needs of the animals and appropriate enrichment should be provided. The health of the animals should be maintained and monitored, and any deterioration attended to immediately. All staff involved in animal research, both at a scientific and research support level, and those involved in the breeding, handling and care of animals, must be appropriately trained and possess relevant qualifications.
- 11. In order that the HSA can be satisfied that projects involving the use of animals take the fullest possible account of their welfare, applications should include details on the animals, their housing and management, as well as the experimental design and procedures carried out (as appropriate) in the description of the methods.

Applicants may wish to consult the UK's NC3Rs websites on <u>experimental design</u> and <u>reduction</u> for help with designing an appropriately powered study before submitting their application. The ILAR (Institute for Laboratory Animal Research) Journal also contains valuable information on <u>experimental design and analysis</u>. Data should be collected in a way that ensures that on publication the <u>ARRIVE guidelines</u> can be complied with where appropriate.

Studies should be planned to minimise the use of animals and to ensure their welfare. Applicants may find the PREPARE guidelines helpful when planning experiments involving animals. Applicants (especially those submitting applications for behavioural research) may find useful, and are recommended to familiarise themselves with, the Association for the Study of Animal Behaviour's Guidelines for the treatment of animals in behavioural research and teaching updated in each January issue of the journal **Animal Behaviour** and available on the Journal website.

Financial arrangements

12. Claims, certified to be correct by the private individual or the finance officer of the host institution, should normally be submitted at intervals of three months (in arrears) but other arrangements, which must be specified in this application, may be considered by the HSA.

Limitation of liability

13. The HSA is in no way responsible, financially or otherwise, for the expenditure or liabilities arising out of the work other than those specifically listed and defined in the project proposal or approved in further correspondence.

Copyright

14. In general, the data collected during a project for which the HSA is providing support, and any publications arising from said project, belongs to the grant holder. The HSA may, in exceptional cases require the copyright of these data or publications, but in these cases, this will be made a condition of the award.

Termination of grants

15. The HSA has the right to revoke or suspend any grant upon failure to observe any of the conditions listed above or specified by the HSA in the offer of a grant or on consideration of the progress of the work. In such a case, the HSA may require repayment or, depending on the circumstances, may reimburse the host institution for expenses incurred to the date of termination but will not be responsible for, nor will indemnify the host institution against, any claims (relating to employment or anything else – see conditions above) arising as a result of the termination.

Reports and Publications

16. Projects over £10k or more than 1 year's duration:

Annual progress reports are required within one month of the anniversary of the start date each year, and within 3 months following the completion date a final report must be submitted. This can take the form of one or more draft manuscripts for submission to a journal, and should summarise the aims, methods, results and conclusions, discussing any difficulties encountered in achieving the objectives, and including a brief final financial statement. In addition, the principal applicant is required to provide a brief (200-300 word) account of their project written in an easily accessible style. Excerpts of this may be used for inclusion in HSA publications, including our website and social media. This should explain the background of the project and its animal welfare benefits. Appropriate photographs of the project should also be made available to the HSA for its publications (wherever possible photographs should be of high resolution – ideally 300DPI and in TIFF or JPEG format). When projects are supporting a student obtaining a degree, the HSA requires an electronic copy of the final thesis to be submitted upon completion. A bound copy is not requested by the HSA.

Projects under £10k or less than 1 year's duration:

A final report is required within one month of the project completion date. This can take the form of a draft manuscript for submission to a journal, and should summarise the aims, methods, results and conclusions, discussing any difficulties encountered in achieving the objectives, and including a brief final financial statement. In addition, the principal applicant is required to provide a brief (200-300 word) account of their project written in an easily accessible style. Excerpts of this may be used for inclusion in HSA publications, including our website and social media. This should explain the background of the project and its animal welfare benefits. Appropriate photographs of the project would be appreciated for inclusion in HSA publications and on our website.

All projects supported by the HSA:

Where work supported by the HSA results in publication then the HSA's financial support must be acknowledged. This includes (but is not limited to) all publications, presentations, and press-releases.

If an article based on work (or aspects of it) funded by the HSA is to be published, please send a draft copy of the proposed article to the HSA prior to submission for publication. Please also forward a copy of any publications arising from the work to the HSA on their publication. Reprints of articles arising from work supported or partially supported by the HSA should also be sent to the HSA in due course.

For oral and poster presentations, the HSA should be acknowledged and a copy of the HSA logo displayed. Please also notify the HSA when the work is presented at conferences, meetings or similar venues.

If a press-release based on the project is planned, please liaise with the HSA prior to issuing the release: media@HSA.org.uk.

The HSA is a charity and how we use our funds matters. By reporting on your work, acknowledging the HSA, and informing the HSA of any publications or presentations arising from the project, you are helping us to gauge the impact of the money awarded and to promote the HSAs charitable objectives – which is ultimately to improve the welfare of animals.

Please note that failure to comply with these conditions and to submit reports on schedule may result in the disqualification of the applicant or of their organisation from obtaining grants from the HSA in the future.

Intellectual property and commercial activities

17. The HSA is committed to advancing animal welfare through its support for research and other animal welfare projects. As a charity, the HSA is under an obligation to ensure that its funds are applied effectively in pursuit of its objectives. The HSA therefore wishes to encourage and, together with HSA-funded researchers and their host institutions, ensure the protection and exploitation of the intellectual property arising out of the work that it funds.

Specifically, the HSA requires the institution to:

- (a) develop and implement strategies and procedures for the identification, protection and exploitation of all intellectual property created or acquired in connection with HSA-funded activity (intellectual property includes all inventions, technologies, products, data and know-how);
- (b) notify the HSA promptly when intellectual property that may or may not be of animal welfare 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);
- (c) permit the HSA to have reasonable access to information utilised in, or created, or acquired as part of an HSA-funded activity, or the exploitation envisaged under this paragraph 17;
- (d) ensure that all persons in receipt of HSA-funding or working on an HSA-funded activity are employed or retained on terms that vest in the institution all intellectual property which is created or acquired by any such person in connection with an HSA-funded activity.
- 18. No intellectual property created or acquired in connection with an HSA-funded activity may be exploited in any way without the prior written consent of the HSA, such consent not to be unreasonably withheld. Exploitation includes use for any commercial purpose or any license, sale, assignment, materials transfer, or other transfer rights. As a condition of granting such consent, the HSA may require the institution to agree to terms of exploitation including the sharing of the benefits (such as revenues and equity) arising from the exploitation.
- 19. If the institution does not protect or exploit any such intellectual property in accordance with the jointly agreed strategies and procedures or otherwise to the HSA's satisfaction, the HSA shall have the right, but not a duty, to protect and exploit such intellectual property in furtherance of the aims of the Charity.

Such right shall only be exercised 6 months after the HSA has given the institution notice in writing requiring the institution to protect and exploit such intellectual property, unless the HSA reasonably considers that such intellectual property rights could be lost, and more immediate action is required. The institution agrees to carry out and to ensure that its employees and students do as well, all acts required to assist the HSA in such protection and exploitation.

Data Sharing

20. The HSA encourages data arising from HSA-funded research to be made freely available to the wider scientific community such that it can be re-analysed. Where appropriate, applications should detail plans for data sharing.

General

21. As the HSA is a Charity registered in England, this agreement will be governed by English law and subject to the exclusive jurisdiction of the English courts.

22. Retention of Data

Information provided in this application and any supporting documents will be kept by the Charity for an indefinite period for the purposes of recording charitable activity and to allow review of funding decisions. Copies of unsuccessful applications will be kept for seven years (Limitation Act 1980). For the processing and retention of personal data, the HSA adhere to the <u>Data Protection Act (2018)</u>. For full details of our privacy statement see <u>www.HSA.org.uk</u> or contact the HSA office.