

A large, stylized orange graphic that resembles a thick, rounded arrow pointing to the right. It has a gradient from light orange to dark orange and is set against a background of thin, white, rounded lines that create a sense of movement and depth.

**Research Grant Awards
Conditions and Policies**

Together with the Award Letter,
this document sets out the terms
and conditions by which the
Award is made by the Society.

October 2018

Let's stop MS together

Contents

1.	Multiple Sclerosis Society Award Conditions	3
2.	Multiple Sclerosis Society Administration of Research Grants Policy for Award Recipients	12
3.	Multiple Sclerosis Society Intellectual Property (IP) Policy for Award Recipients	15
4.	Multiple Sclerosis Society Public Access to Research Policy for Award Recipients	20

1. Multiple Sclerosis Society Award Conditions

These Award Conditions, together with the Award Letter and the Policies, set out the terms and conditions on which the Award is made by the Society to the Recipient.

The Recipient must ensure that the Awardholders and others supported by the Award are made aware of and comply with these Award Conditions and the Award Letter.

1. Definitions

1. **Annual Report** means a form on which the Recipient reports on the activities funded by the Award, which must be countersigned by the principle Awardholder and submitted to the Society within three months of the end the Award Period or as otherwise required by the Society.
2. **Arising Intellectual Property** means any Intellectual Property Rights created or developed in the course of the Research or otherwise with the use of the Award.
3. **Award** means the award of funds described in the Award Letter.
4. **Awardholder(s)** means the individual(s) performing or supervising the Research.
5. **Award Letter** means the letter from the Society to the Recipient specifying the amount of the Award made.
6. **Award Period** means the period of the Award set out in the Award Letter.
7. **Final Report** means a form on which the Recipient reports on the activities funded by the Award, which must be countersigned by the principal Awardholder and submitted to the Society within three months of the end of the Award Period or as otherwise required by the Society.
8. **Intellectual Property Rights** means any and all patents, patent rights and patent applications, licenses, inventions, copyright (including rights in software whether in human or machine readable form), database rights, know-how, trade secrets, formulae, algorithms, processes, designs (whether registered or not), schematics, diagrams, trade marks (whether registered or not) and any other similar rights of whatever nature that exist or come into existence in any jurisdiction.
9. **Research** means the activity funded by the Award and outlined in the Award Letter.
10. **Recipient** means the university, institution, research council or other body at which some or all of the activity funded by the Award will be carried out or which employs the Awardholder(s).
11. **Society** means the Multiple Sclerosis Society, registered charity nos 1139257 / SC041990. Registered as a limited company in England and Wales 07451571
12. **Directly Incurred Costs** means any cost that is explicitly identifiable as arising from the conduct of a project
13. **Directly Allocated Costs** means any cost any direct cost that will be calculated on the basis of estimates and not actual costs on a project-by-project basis.
14. **Indirect Costs** means costs necessary for underpinning research but cannot be allocated to individual projects, such as infrastructure costs.

2. Employment

1. The Society does not act as an employer with respect to the Award. The Recipient is solely responsible for all costs, taxes and expenses incurred by or in respect of all employees, staff, contractors, student or others engaged in performing the research.
2. In all cases where support is provided on the Award for the employment of staff, the Recipient shall issue a contract of employment to such staff that is in compliance with relevant laws and regulations.
3. The Award is based on the budget figures and forecasts outlined in the attached proposal. The Society will not make any further payments or increase the value of the Award to reflect any increase in costs. Any such increase is the sole responsibility of the Recipient.

3. Scientific Integrity

1. The Recipient shall ensure that the Awardholders conduct the Research according to the highest standards of the research community and avoid any actual or perceived conflict of interest.
2. The Recipient must have in place adequate formal written procedures for the handling of allegations of misconduct. The Recipient shall provide copies of such procedures to the Society on request and shall promptly amend or revise such procedures to take account of the reasonable requirements of the Society.

4. Conduct of Research

1. The Recipient must ensure that, before the Research commences and throughout the full Award Period, all the necessary legal and regulatory requirements relating to the conduct of the Research and the facilities used for the Research are met, and all the necessary licences and approvals have been obtained. The Recipient accepts full responsibility for ensuring that any such approvals are in place at all relevant periods of the Award. Where any element of the Research is to be conducted outside the Recipient's host country, such legal and regulatory requirements, and such licences and approvals should include those applicable in the additional countries involved.
 1. It is the responsibility of the Recipient and Award holder to ensure that all parties, including Coapplicants, Collaborators, supervisors, and staff employed on Society awards comply with the Terms and Conditions.
 2. It is the responsibility of the Award holder and the Recipient to adhere to the Data Protection Act 2018 (and any subsequent legislation and guidance) and to take all appropriate safeguards with data, in line with the policies of the recipient, or the law, which ever provides the highest level of data subject rights.
2. Any element of the Research that is conducted outside the United Kingdom must, as a minimum standard, be conducted in accordance with the principles of relevant English legislation current at the time of the activity as well as being compliant with all relevant legislation, regulation, guidelines and jurisdictions for that country. The Recipient shall ensure that, at all relevant times during the performance of the Research, it has obtained any necessary or appropriate ethical approval for the Research including obtaining a sponsor where appropriate. For the avoidance of doubt, the Society will not act as sponsor.

3. The Recipient (or the Awardholders if appropriate) must inform the Society without delay:
 1. of any change to the status of the Recipient or the Awardholders which might affect their ability to perform the Research or to comply with these Award Conditions;
 2. of any significant alteration to or divergence from the original aims and directions of the Research;
 3. if any of the principal Awardholders transfers to an alternative research institution.
4. Any procedure that involves the removal/collection, retention and disposal of human organs and tissue from live donors or at post-mortem and which is covered in either case by the Human Tissue Act 2004 for England, Wales and Northern Ireland or the Human Tissue (Scotland) Act 2006 (and any subsequent relevant acts respectively) must be carried out in accordance with the guidance issued by the Human Tissue Authority, Human Fertilisation and Embryo Authority (or their successors) and the Department of Health.
5. The Awardholder and Research Personnel must ensure all research involving animals is fully compliant with current Home Office legislation.
6. Research using animals funded by the Society must:
 1. use animals only where there are no alternatives;
 2. use the simplest possible, or least sentient, species of animal;
 3. ensure that distress and suffering are avoided wherever possible; and,
 4. employ an appropriate design and use the minimum number of animals consistent with ensuring that the scientific objectives will be met.

See the [NC3Rs website](#) for further information and guidance.
7. The Award must not be used for any research on animals which has not been approved by the Society and set out in the Application.
8. All Awardholders using animals must implement the principles detailed in the cross-funder guidance [Responsibility in the Use of Animals in Bioscience Research](#).
9. All researchers using cell culture must incorporate a specific cell line authentication protocol into their experimental framework, following the best practice for cell culture procedures.
10. All researchers are expected to follow the principles and guidelines set out in [MRC's Good Research Practice](#).

5. Audit

1. The control of expenditure to be funded under the Award must be governed by the normal standards and procedures of the Recipient and must be covered by any formal audit arrangements that exist in the Recipient.
2. The Society shall have the right to require from the Recipient, at any time, any financial information in respect of the Award or the activities it funds; and/or to ask for confirmation from the external auditors of the Recipient, that the external auditors have signed their opinion on the annual accounts of the Recipient without qualification; and the management letter from the auditors raises no matters that did or could significantly affect the administration of funds awarded by the Society. If

the auditors have raised any such matters in their management letter, the Society may require the Recipient to provide it with relevant extracts from the letter.

3. The Recipient must provide access to accounting and all other records relating to the Award and the activities funded by it for auditors and other personnel from or appointed by the Society at any time (at the Society's expense), if requested. Such access must include the right to inspect any equipment or facilities acquired or funded under the Award. Where elements of expenditure under the Award have been subcontracted, the Recipient must ensure that the Society's right of access extends to the accounts, records, equipment and facilities of any such subcontractor.
4. The Society shall have the right, at its discretion and expense, to audit (directly or via third parties engaged by it) the Award, income and expenditure in relation to the activities funded by the Award and/or the systems used by the Recipient to administer Society Awards at any time.
5. The Society may, during business hours, visit any premises where the Research is conducted to inspect the facilities and to discuss progress of the Research.

6. Reporting and Use of Information

1. The Recipient shall:
 1. submit an Annual Report within 90 days following the award anniversary date unless indicated otherwise in the Award Letter during the Award Period and,
 2. submit a Final Report within 90 days of the end of the Research as defined by the Award Letter or as otherwise required by the Society.
 1. Should an Annual or Final report not received by The Society within 90 days of the anniversary date, the Award Holder is ineligible to apply for any other MS Society funding until the report is received in full.
 2. The Society reserves the right to request more frequent progress reports in certain cases and the Awardholder shall comply with such requests.
 3. be advised that all reports are subject to review by the MS Society and may be subject to review by a non-conflicted member of our grant review panel and. In the case of Annual Reports, release of the next 12 months of funding is subject to this review.
 1. If sufficient progress is not demonstrated in the annual reports, as assessed by the Society, the Society may request a meeting with the Awardholder to discuss progress. The Society will determine any necessary changes to the Award and the Awardholder shall comply with such requests.
 4. submit an up-to-date financial spend report on request by the Society. Payment of all invoices is dependent on submission of a satisfactory Annual or Final progress report within 90 days of the anniversary date of the Award commencement.
2. The Awardholder must submit lay versions of any reports relating to the progress of the Research.

3. Lay versions should use straightforward, simple, everyday language. Further information on how to write for a lay audience is available from the Society.
4. If lay versions are not, in the reasonable opinion of the Society, appropriate for a lay audience the Awardholder must make necessary amendments to the report. Payment on the Award is conditional on satisfactory lay versions of reports being submitted to the Society – see clause 7.6.2 of the Multiple Sclerosis Society Award Conditions.
5. If the Awardholder or the Recipient institution designates any of the information submitted under sections 6.1.1 or 6.1.2 as confidential, unless legally required to do so the Society shall keep it confidential until the Awardholder or the Recipient institution advises the Society that it is no longer confidential or until it is in the public domain, whichever is earlier.
6. Selected information on awards including the Award reference, Awardholder's name, Recipient name, Award title, lay and scientific abstracts, duration and value of support will be placed in the public domain on the Society's website and/or used by the Society in publications, marketing and other promotions. The above details will also be published on the Europe PubMed Central website (also see the MS Society Public Access to Research Policy, 4.2.3 and 4.4.1 below)
7. It is a requirement of the Society's membership of the Association of Medical Research Charities (AMRC) that the Society submits to it the following information on new awards: Award reference, Awardholder's name, Recipient name, Award title, Award start and end dates, lay and scientific abstracts, value of support, Award type (ie project grant, studentship, etc), whether the Award involves the use of animals and if so what species.
8. In order that Awardholders are eligible to publish on AMRC Open Research (also see the MS Society Public Access to Research Policy, 4.2.4 and 4.4.1 below), the Society will provide the following information: Award reference, Awardholder name and email address, and Recipient name.
If the Society informs the Recipient that it has authorised another organisation (including but not limited to LifeArc in relation to IP matters) to receive information or make requests on its behalf then the Awardholder should provide such information in the same way that it would if requested by the Society.

7. Administration of the Award

1. Payment of the Award will be made quarterly in arrears in accordance with the terms of the Award Letter.
2. No payment will be made until the Recipient has formally accepted the Award and the conditions under which the Award is made by countersigning and returning the Award Letter to the Society and the Recipient has provided the Society with: the Commencement Notice including confirmation that all legal and regulatory authorizations or approvals, all necessary insurance and other requirements necessary for the performance of the Research are in place; the completed Details of Staff form; and, any other documentation required by the Society.
3. The Recipient must ensure that sufficient resources are dedicated to support the Research.

4. Unless otherwise agreed, the Recipient shall commence the Research within 90 days of the date of the Award Letter. If the Recipient does not provide the documentation listed at 7.2 above and commence the Research within 90 days of the date of the Award Letter, the Society may withdraw the offer of the Award and will be under no obligation, financial or otherwise, to the Recipient.
5. No funds will be released before the Society receives the Recipient's invoice in the agreed format, at the agreed time and accompanied by the required information.
6. Payment of the Award is guaranteed for the first year of the Research. Subsequent payments are conditional on:
 1. availability of funds to the Society; and
 2. receipt, review and approval by the Society of Annual Reports.
 3. The Society reserves the right to withhold payment of further invoices if the Awardholder does not submit satisfactory reports on time.
7. Payments made by the Society must be applied exclusively in support of the Research. The Society will only reimburse Directly Incurred Costs relating to the Research awarded. The Society does not pay Directly Allocated Costs or Indirect Costs. Funds may not be vired between budgets or applied to other research projects without the prior written consent of the Society. Any surplus will be retained by or returned to the Society.
8. The Society will not be responsible for any overheads, or similar costs, not agreed in the budget forecast. The Society will not be responsible for any increase in the costs of the Research (whether caused by increased consumables costs, increased personnel costs or otherwise) and the Society will not increase the Award to reflect increased research costs.
9. The Recipient must not accept any donations directly from MS Society branches. If the Recipient does so, the amount donated will be deducted from the overall Award. Where the Recipient holds multiple Awards the Society will select the Award(s) from which the donation will be deducted.

8. Equipment

1. The Recipient must ensure that it has in place clearly defined procedures for the procurement of equipment and that equipment funded by the Award is acquired by it using these procedures. The Recipient will supply the Society with a copy of this procedure on request.
2. The Recipient must ensure that equipment purchased with the Award is appropriately insured and maintained, at the Recipient's cost, throughout its useful life. Equipment funded by the Society should display a label or plaque indicating that it is funded by the Society.
3. Equipment funded by the Award is provided to the Recipient specifically for the purposes of the Research. Written permission from the Society must be obtained prior to the use of the equipment for any other purpose (including the transfer of the equipment to another institution, the grant of any mortgage or charge over the equipment, the hire, loan or disposal of the equipment).

4. Any single piece of equipment costing in excess of £1000 and funded by the Award is the property of the Society. Any proceeds arising from the use or disposal of the equipment shall be returned to the Society.
5. The Society is not liable for any loss or damage to, or caused by the use or misuse of, equipment funded by the Society

9. Publication and publicity

1. The Recipient and the principal Awardholder must consult with the Society before making any comment in the press or issuing any press statements or other publicity material about the Award or the Research or the findings or outcome of the Research.
2. The Society requires the publication and dissemination of the results of research funded by the Society even where the results prove negative or inconclusive. However, the Society requires that, before publication:
 1. the work undergoes the Recipient's normal procedures (including peer review) for ensuring the validity of the results and the suitability of the work for publication;
 2. the Recipient shall provide the Society with a copy of any publication or oral or poster presentation so that, if appropriate in order to permit steps to be taken to protect Intellectual Property Rights, the Society may require the alteration or delay of publication or presentation for a reasonable period of not exceeding three months. Where material is to be submitted for publication by a peer reviewed journal or equivalent, the Recipient shall provide the Society with a copy of the material before submission.
3. To assist the Society in monitoring the outputs of activity to which it has contributed either wholly or in part, the Society's contribution must be acknowledged in all publications.
4. The obligations of this clause 9 shall remain in force and effective after the completion of the Research, the expiry of the Award Period or the termination of the Award.
5. Studies involving human subjects represent a special case, especially if the publication, either in print or electronic format, of the results enables individuals (the subjects or others) to gain knowledge about their personal condition which they otherwise would not have had. In any clinical study where this is possible the matter must be addressed in the protocol and discussed with a research ethics committee.
6. The Awardholder must consider whether a mechanism is needed for human subjects to be made aware of the results and the implications for them personally before publication (communication with their GP or the consultant entering them into the trial, with a clear indication of their responsibility for communicating to the patient, would be deemed to be sufficient). If such a mechanism is put in place, there must also be procedures for dealing with any consequences arising from its use.
7. Awardholders should ensure that they report animal-based studies in accordance with the [ARRIVE guidelines](#) as far as possible, taking into account the specific editorial policies of the journal concerned.
8. Awardholders can publish a wide range of outputs (from standard research articles to data sets, from new insights to confirmatory or negative results) through [AMRC Open Research](#). The Society expects that

Awardholders will publish either via a traditional publication or through AMRC Open Research within twelve months of the end date of the Award.

10. Public Involvement

1. The Recipient shall, and shall ensure that any individuals engaged by or on behalf of the Recipient in performing the Research, fully co-operate with the Society's public involvement programme.

11. Intellectual Property Rights and Commercial Activities

1. The Recipient shall develop and implement strategies and procedures for the identification, protection, management and exploitation of Arising Intellectual Property.
2. The Recipient shall ensure that all persons in receipt of the Award or working on the Research (including employees, students, visiting fellows and subcontractors) are employed or retained by the Recipient on terms that vest in the Recipient all Arising Intellectual Property.
3. The Recipient hereby grants the Society an irrevocable, non-exclusive, sub-licensable, royalty free licence to use all the Arising Intellectual Property. For the avoidance of doubt, this licence will remain in effect for the duration of the Arising Intellectual Property notwithstanding the expiry or earlier termination of the Award.
4. The Recipient shall promptly disclose the Arising Intellectual Property to the Society and consult with the Society to decide whether the protection, management and exploitation of such Arising Intellectual Property is an appropriate means of achieving the public benefit.
5. The Recipient must obtain the prior written consent of the Society before using, or authorizing the use of, the Arising Intellectual Property for any commercial purpose. The Society is not obliged to grant consent, however this will not be unreasonably withheld, and any consent given will be conditional upon the Recipient, as a minimum:
 1. undertaking to adhere to a reasonable commercial strategy, approved by the Society, for the protection, management and exploitation of the relevant Arising Intellectual Property;
 2. paying the Society a reasonable proportion of any revenue realized from any such commercial use;
 3. accepting the Society's revenue and equity-sharing terms.
6. If the Recipient does not wish to protect, manage or exploit any Arising Intellectual Property or if the Recipient fails to comply with the agreed strategy for the protection, management or exploitation of the Arising Intellectual Property, the Society may direct the Recipient to:
 1. take immediate steps to protect the Arising Intellectual Property at the Society's expense;
 2. immediately transfer the Arising Intellectual Property to the Society.
7. The Recipient agrees to do, and will ensure that its employees, students and any third party acting on its behalf do, all acts required to assist the Society in the protection and exploitation of the Arising Intellectual Property.
8. If the Recipient wishes to use any third party to carry out its obligations with respect to this clause 11, then it must provide details of the proposed third party to the Society and obtain the Society's prior written approval.

12. Limitation of liability

1. The Society accepts no responsibility, financial or otherwise, for expenditure (or liabilities arising out of such expenditure) or liabilities arising out of the Research.
2. The Society will not indemnify the Recipient, any Awardholder or any other person working on the Research (including employees, students, visiting fellows and subcontractors) against any claims for compensation or against any other claims (whether under any statute or regulation or at common law) for which the Recipient may be liable as an employer or otherwise or for which any such person may be liable.
3. The Recipient shall ensure that it has adequate and sufficient insurance in place and shall, at the request of the Society, provide evidence of payment of premiums.

13. Termination

1. The Society may terminate the Award with immediate effect by giving notice in writing to the Recipient.
2. In the event of early termination, the Recipient shall promptly return to the Society any part of the Award that has not been allocated as at the date of termination.

14. Entire Agreement, Variation and Conflict

1. These Award Conditions together with the Award Letter and the Policies constitute the entire agreement between the parties with respect to the Award and shall have effect to the exclusion of any other representation, memorandum, agreement or understanding of any kind between the parties preceding the date of the Award Letter and relating to the Award.
2. The Society may amend these Award Conditions, the Policies and the Award Letter at any time. Any amendment will be notified to the Recipient directly.
3. In the event of any conflict between the provisions of the Award Letter, these Award Conditions or the Policies as amended from time to time, the provisions of the Award Letter will take precedence over the Award Conditions and the Policies, and the Award Conditions will take precedence over the Policies.

15. Governing Law and Jurisdiction

1. These Award Conditions, the Award Letter and the Policies shall be governed by and construed in accordance with English law. The parties irrevocably submit to the jurisdiction of the English courts to settle any disputes in connection with the Award.

2. Multiple Sclerosis Society Administration of Research Grants Policy for Award Recipients

The Recipient must ensure that the Awardholders and others supported by the Award are made aware of and comply with this Policy

1. Introduction

1. The Recipient must ensure that financial claims, progress reporting and other administrative aspects of the Award are dealt with in accordance with the Award Conditions and this Policy.

2. Acceptance of Award

1. The Recipient must submit a countersigned Award Letter within 30 days from the day of the Award Letter.

3. Commencement of Award

1. An Award must commence on the first day of a quarterly period. The quarterly periods recognised by the Society are January to March, April to June, July to September and October to December.
2. Recipients must submit a completed Commencement Notice and a Details of Staff Form(s) once the start date is known.
3. Awards cannot commence until the Society has received the countersigned Award Letter, Commencement Notice and Details of Staff Form(s).

4. Reimbursement of research costs

1. Recipients must invoice the Society in arrears on a quarterly basis for the reimbursement of research costs.
2. The Society will not consider costs incurred outside of the Award period as stated in the approved programme of research.
3. Research claims must be submitted to the Society no later than one month after the quarter end period. Reimbursement will not be considered after this time, unless otherwise agreed with the Society.
4. All claims should be in respect of actual expenditure incurred during the corresponding quarter. The Society will not cover overheads, or similar costs, not stated in the approved programme of research.
5. All claims must clearly state the total amount requested for salaries and non-salaries.
6. Claims for salary reimbursement must be itemised as follows: name of individual, basic salary, National Insurance, superannuation and London weighting allowance where applicable. The amount claimed for superannuation must not exceed 18%, except if permitted under clause 7. Apprenticeship Levy will not be claimable.
7. Where the Recipient has implemented a salary sacrifice scheme to make additional pension contributions, a higher rate for superannuation is permissible. In this case the total amount claimed for salaries must not exceed the amount which would have been claimed had the salary sacrifice scheme not been in operation.
8. Full details and a copy invoice must be provided for all items of equipment and also for non-salary reimbursement and single items costing £1000 or more.

9. The amount that can be claimed and reimbursed for the first 12 months of the Award must not exceed that stated in the year 1 budget of the approved programme of research.
10. The balance remaining at the end of each year will be carried forward to the following year. However, the amount that can be claimed must not exceed that stated in the approved programme of research for that year plus the unspent balance from previous year(s).
11. Recipients must submit the final claim within 3 months from the scheduled end of the Award period. Payment will not be made by the Society for claims submitted after this date.
12. Upon payment of the final claim the Award will be closed and the Society will not consider any further claims.
13. Recipients must respond to any queries raised by the Society within two weeks, otherwise the Society will settle and process the invoice as it reasonably sees fit.
14. Recipients agree to reimburse the Society for any amounts paid by the Society that exceed that stated in the approved programme of research or where payments have not been used in accordance with the Award Conditions. The Society reserves the right to recover such sums by offsetting them against any other sums owed to the Recipient.

5. Salary Costs

1. The Society will reimburse actual salary costs up to the salary level as stated in the approved programme of research. If the Recipient appoints staff at a higher salary level the Recipient must cover the additional cost.

6. Award Extension Requests

1. The Society will consider a no cost extension request from the Recipient of an Award. Requests must be made in writing providing a detailed justification for the extension and may be subject to review by the relevant Grant Review Panel.
2. The Society will not increase the amount of an Award, unless in exceptional circumstances. Such requests will be subject to review by the relevant Grant Review Panel and may require approval from the Society's Board of Trustees.

7. Virements of Funds Requests

1. The Society will consider a request for virements of funds as per the approved budget for the Award. These virements may include: a) changes in spending within budget categories; b) changes in spending across budget categories; c) changes in spending across years, both within and across budget categories. Requests must be made in writing providing a detailed justification for the virement and may be subject to review by the relevant Grant Review Panel.
2. Requests for virements of funds must be submitted in a timely manner before the end date of the award and before the costs for these categories have occurred. The MS Society will not consider any virements of funds once the award period has ended.
3. Funds vired across or within categories must comply with the financial criteria for eligible and ineligible costs, as detailed in the applicant guidance. Any ineligible costs that are seen by the applicant as direct

costs for the projects must be requested with a full and detailed justification and may be subject to review by the relevant Grant Review Panel.

8. Transfer of an Award

1. The Recipient must immediately notify the Society if the Awardholder transfers to a different Institution.
2. If the Awardholder transfers to an Institution that is eligible to receive funding from the Society and is able to support the programme of research the Society would normally transfer the Award to the new Institution. This may be subject to review by the relevant Grant Review Panel and will be subject to written agreement from the Awardholder, the original Recipient and the intended new Recipient. Any costs involved in the transfer must be met by the new Recipient.
3. Approval and confirmation of the transfer of an Award to a new Institution is dependent on:
 1. Confirmation of the remaining salaries and non-salaries budget from both the Society and the Institution from which the Award is being transferred;
 2. All outstanding costs in relation to the Award have been invoiced to the Society. No further invoices from the Institution from which the Award is being transferred will be considered once this has been confirmed by all parties and a confirmation letter has been issued
4. If the Award is not transferred, or if the Awardholder does not wish to transfer the Award, a request that the Award remains with the Recipient can be made. Requests must be made in writing providing a detailed justification and may be subject to review by the relevant Grant Review Panel.

9. Suspension or Termination of an Award

1. The Society will consider a request to temporarily suspend an Award. Requests must be made in writing providing a detailed justification and may be subject to review by the relevant Grant Review Panel.
2. The Recipient must immediately notify the Society if the research is terminated before the expiry of the Award.
3. Full justification, a Final Report and a final invoice must be submitted to the Society as soon as reasonably possible after the termination.
4. The Society will consider recompensing any eligible cost commitments made prior to the termination of research which cannot be avoided or cancelled.

10. Progress Reports

1. Awards of greater than one year in duration are subject to annual renewal. Funding for subsequent years will be dependent on submission and satisfactory review of an Annual Report.
2. At the end of an Award the payment of a final invoice is dependent on submission of a satisfactory Final Report.
3. The Society will provide an Annual or Final Report template and guidance notes. Recipients must submit an electronic version of the report by email within 90 days of the anniversary date.

3. Multiple Sclerosis Society Intellectual Property (IP) Policy for Award Recipients

The Recipient must ensure that the Awardholders and others supported by the Award are made aware of and comply with this Policy.

1. Background

1. This Intellectual Property (IP) Policy document sets out principles that the Society will be guided by when considering questions that arise in relation to intellectual property and research matters. It should be read in conjunction with:
 1. the funding award conditions
 2. the MS Society's research strategy
2. The Society may choose to deviate from the terms of this IP Policy in appropriate circumstances.
3. The Society may also choose to refer questions relating to the terms of this IP Policy for consideration by the Society's Intellectual Property Advisory Group. The members of this Group are experienced practitioners in the intellectual property field. This Group has been formed in order to offer advice and guidance to the Society on issues relating to research-generated intellectual property and associated research activities. It should be noted that this Group's role is advisory. In all cases, the final decision will rest with the Society.

2. Key Priorities

1. The Society funds and promotes research into finding the causes of, and effective therapies for, MS and into improving care and services for people affected by MS.
2. The Society encourages the early identification and protection of intellectual property rights arising from research funded by the Society. These rights are of fundamental importance to the Society in pursuing the Society's strategic aims by:
 1. providing protection for the results of research which in turn allows for the wider dissemination of the results and the development of discoveries, with the primary aim of benefitting people affected by MS;
 2. allowing the Society to share in the commercial opportunities that may arise from the results of the research and so making more funds available to the Society to further develop its research programme, to the ultimate benefit of people affected by MS.

3. Intellectual Property

1. The Society recognises that, as a charity with a focus on research, it is not best placed to arrange for, or to oversee, the commercialisation of the results of research funded by the Society. Therefore, the Society acknowledges that it will normally be appropriate for intellectual property to be owned by the institution that receives the Society's funding.
2. In order to further the Society's aims it is expected that the recipients of funding or support from the Society take steps in line with the terms and

objectives of this Policy to further develop or to disseminate the results of research.

3. The Society acknowledges and accepts that the development or dissemination of the results of research may include commercialising the results or making the results, other data or materials available for use by other researchers whether by commercial licence, research collaboration, material transfer agreement or otherwise.
4. The Society will consider any request to support plans for development or dissemination in the light of the Society's strategic aims and in the light of the detail of the proposed plan.

4. Commercialisation

1. The Society is prepared to consider applications led by clinical and/or academic institutions to fund or support:
 1. new research projects; or
 2. research that is designed to further existing research projects; or
 3. research that is designed to develop existing intellectual property with the aim of promoting its commercialisation; or
 4. research that may involve collaboration with industry and is designed to further develop intellectual property that has already been commercialised.
2. However, the Society will not provide any funding or other support of any nature unless the recipient has obtained the written authorisation of the owner of any and all intellectual property rights that will be used in the course of the proposed research.
3. In return for providing funding and supporting the research, the Society will require the recipient to do all of the following:
 1. ensure that any intellectual property arising out of the research, including research results and data as well as inventions, databases, copyright material and other intellectual property rights, is all properly protected;
 2. obtain ownership of all of the intellectual property arising out of the research, including research results and data as well as inventions, databases, research materials, copyright material and other intellectual property rights or that the institution concerned deals with the intellectual property as dictated by the funding terms;
 3. diligently explore and pursue all avenues for the commercialisation of the intellectual property and other results or materials arising from the research. The dual purpose being to promote the Society's strategic aims by developing or disseminating the intellectual property and other results or materials and to provide the Society a reasonable share of any financial return;
 4. consult with the Society over, and obtain the Society's approval of, proposed development, commercialisation or dissemination transactions and strategies;
 5. take steps to ensure that any medicines or other developments that arise from research funded by the Society will benefit people affected by MS; and

6. consult with the Society to assess whether it is more appropriate to achieve the aims of the Society by making the results of the research freely available for further research use or for development.
4. Where the Society provides funding under its usual terms, the Society has the right to provide consent before any commercialisation opportunities are exploited. The Society will consider the following factors when deciding whether to give consent:
 1. the extent of the risk to the Society's assets and reputation or otherwise and the extent to which the Society has been or can be shielded from such risks;
 2. the extent of the potential benefit to be gained from the commercialisation both in terms of the fulfilment of the Society's strategic aims and financial return;
 3. the extent to which the proposed opportunity furthers the strategic aims of the Society or hampers the conduct of further research.

5. Relations with Industry

1. The Society recognises the added value that those in industry or the commercial field can bring to research projects or Society initiatives. Therefore, the Society may consider applications for support that include elements of collaboration with industrial or commercial partners.
2. The Society's priorities will be to ensure that:
 1. the terms of the proposed collaboration do not form or suggest an inappropriate relationship between the Society and the collaborators;
 2. neither the collaboration itself nor the proposed parties to the collaboration are likely to damage the reputation of the Society, whether directly, by association or otherwise;
 3. the terms of the proposed collaboration do not unduly restrict the future use or dissemination of the research output or any intellectual property contributed by the Society or by those supported by the Society;
 4. the terms of the proposed collaboration provide for a reasonable level of recognition (whether financial or otherwise) for the Society's support.
3. The Society realises the benefit of, and therefore has no objection to, an individual researcher who is receiving support or funding from the Society performing personal consultancy work for commercial enterprises provided that such work does not:
 1. breach any confidentiality provisions;
 2. exploit research results or intellectual property that have been created or obtained with the support of the Society; or
 3. give the commercial enterprise any direct or indirect access to, or rights over, any research results or intellectual property that have been created or obtained with the support of the Society; or
 4. damage the reputation of the Society, whether directly, by association or otherwise.

6. Relations with other partners

1. The Society encourages close relations with both individual researchers and with their host institutions who receive research funding from the Society and with others who are collaborating with the Society.
2. The Society is keen to promote a free and frequent flow of information between the Society and the recipients of funding. The Society's funding terms set out detailed reporting requirements but the Society may request informal reports in addition to the regular Annual Reports and the Final Report that are required by the Society's funding terms.
3. In any research or other collaboration with the public sector, other charities or academic institutions, the Society's priorities will be to ensure that:
 1. the terms of the proposed collaboration do not unduly restrict the future use or dissemination of the research output or any intellectual property contributed by the Society or by those supported by the Society;
 2. neither the collaboration itself nor the proposed parties to the collaboration are likely to damage the reputation of the Society, whether directly, by association or otherwise;
 3. the terms of the proposed collaboration provide for a reasonable level of recognition (whether in the context of academic publication, other publicity, financial return or otherwise) for the Society's support.

7. Risk Management

1. The Society has limited resources and it is a priority for the Society to ensure that they are best deployed for the benefit of people affected by MS. In particular, and in return for providing funding and support, the Society will require the recipient to do all of the following:
 1. to perform adequate background investigations to avoid any conflicts of ownership or obligation;
 2. to exercise reasonable supervision of the research;
 3. to ensure that the Society has the benefit of any contractual protection (including limitations of liability and insurance protection) that the recipient negotiates or has the benefit of as part of any commercialisation arrangements.

8. Publicity, Branding and Reputation

1. As a charity reliant on donations, it is of crucial importance that the Society retains as high a profile as possible and that the Society's reputation and good name is not harmed.
2. The recipient must ensure that the conduct of the researchers is always of the highest standards and that the conduct of the recipient and the researchers is not such that it might or does harm the Society's reputation.
3. The Society requests that the recipient acknowledges the support of the Society wherever possible and whether by acknowledging the financial support of the Society in purchasing equipment or by acknowledging the Society's support in publications or other publicity. The Society also expects that individual researchers who receive support from the Society will participate in the Society's various initiatives to raise the profile of research.

4. The Society will normally grant permission to the recipient of funding or support from the Society permitting the recipient to make use of the Society's brand and logo but this permission will only be granted under strict conditions.
5. The Society will provide the recipient with the Society's style and branding guidelines and requests that the recipient adheres to these guidelines at all times.



Approved by MRCT mark indicates that these terms and conditions are deemed as compliant with best practice by MRC Technology; experts for over 10 years in the field of health research translation

4. Multiple Sclerosis Society Public Access to Research Policy for Award Recipients

The Recipient must ensure that the Awardholders and others supported by the Award are made aware of and comply with this Policy.

1. Introduction

1. The MS Society is committed to open and unrestricted access to results of MS Society funded research. We believe the publication of results in open access journals allows the outputs from our funded research to be publically available– not just to other researchers, but also to potential users in business, charitable and public sectors, and to the general public.
2. This policy applies to all peer-reviewed, primary research publications that are supported in whole or in part by MS Society funding.

2. Background

1. Open Access publication
 1. An open access publication is one that can be read and downloaded for free and in full via an online repository, by anyone with internet access.
2. PubMed Central (PMC) and PubMed
 1. PMC is an online repository of biomedical and life sciences journal publications.
3. Europe PubMed Central (Europe PMC)
 1. Europe PMC is an online searchable archive of biomedical and life sciences journal articles providing free access to full-text peer-reviewed research publications to anyone with internet access. Europe PMC is linked to PMC
 2. Europe PMC is useful for evaluating research outcomes. It contains information on all grants and Principal Investigators funded by the Europe PMC Funders' Group.
 3. The Europe PMC Grant Reporting Service allows for easy tracking of publications to research grants, which can help individual researchers and funding organisations to determine and demonstrate research outcomes.
 4. Europe PMC is funded by UK and European biomedical research funders
 5. The MS Society is a member of the Europe PMC Funders' Group.
4. AMRC Open Research
 1. AMRC Open Research is a new publishing platform developed through a collaboration between 23 members of the Association of Medical Research Charities (AMRC).
 2. The platform allows researchers funded by the participating charities to rapidly publish all research outputs supported by the underlying data, including confirmatory, replication and negative result studies. AMRC Open Research will follow an open access model allowing immediate publication with open, invited peer review and post review indexing in standard global scientific databases.
 3. The key criteria for publication are:

1. At least 1 author on the research article must be formally affiliated (i.e. named as an applicant or staff) with a Society funded research Award.
2. Current and past award holders are eligible to publish research which arises from their Society funding.
3. Society-funded PhD students are welcome to publish on their own provided their supervisor endorses the paper prior to publication.
4. For more information please go to the [AMRC Open Research website](#).

3. Open/Public Access Author Requirements

1. It is a condition of grant award that peer reviewed research papers resulting from research funded, in whole or in part, by the MS Society are published in an Open Access environment and made available through Europe PMC.
2. Such papers must become Open Access as soon as possible following publication, and in all cases within 6 months of the publication date.
3. Where authors are required to pay an open access fee, the MS Society regrettably cannot cover these costs. In certain circumstances systematic reviews may be excluded from this policy, subject to satisfactory justification.
4. Studies involving human subjects represent a special case, especially if the publication, either in print or electronic format, of the results enables individuals (the subjects or others) to gain knowledge about their personal condition which they otherwise would not have had. In any clinical study where this is possible the matter must be addressed in the protocol and discussed with a research ethics committee.
5. The Awardholder must consider whether a mechanism is needed for human subjects to be made aware of the results and the implications for them personally before publication (communication with their GP or the consultant entering them into the trial, with a clear indication of their responsibility for communicating to the patient, would be deemed to be sufficient). If such a mechanism is put in place, there must also be procedures for dealing with any consequences arising from its use.
6. Awardholders should ensure that they report animal-based studies in accordance with the [ARRIVE guidelines](#) as far as possible, taking into account the specific editorial policies of the journal concerned.

4. Compliance

1. An author can comply with the requirement that MS Society-funded research is made freely accessible in two ways:
 1. via Europe PMC/PMC, by:
 1. publishing in a journal that automatically deposits all final published articles in PubMed Central without author involvement. Articles will either be made available as open access on date of publication or after an embargo period. An expectable embargo period being 6 months.
 2. depositing a copy of the final, peer reviewed manuscript in Europe PMC. In cases where a manuscript is deposited, the paper must be made freely available as soon as possible or within 6 months of the publication data. An author

manuscript submission system is available on the Europe PMC website for researchers to self-archive papers.

3. In order to self-archive authors must ensure certain rights are reserved in any agreement with the publisher. Specifically, authors will need the right to deposit peer-reviewed manuscripts in Europe PMC immediately upon its acceptance for publication and to make it publicly available within 6 months after publication.
2. via AMRC Open Research, by:
 1. Award holders can publish a wide range of outputs (from standard research articles to data sets, from new insights to confirmatory or negative results) through [AMRC Open Research](#). The Society expects that Award holders will publish either via a traditional publication or through AMRC Open Research within twelve months of the end date of the Award.
 2. Authors must acknowledge MS Society's support in every article arising from MS Society funding. The acknowledgement statement must include the MS Society grant award reference number. This will enable MS Society to link the published outputs of research to the support it has provided.
 3. Example acknowledgement:

'This work was supported by the Multiple Sclerosis Society in the UK, grant reference [xxx].'

5. Non-compliance

1. In exceptional circumstances authors can publish in journals that are non-compliant with the MS Society's open access policy if it is considered to be the most appropriate journal to publish in.
2. In the event that authors decide to publish in a journal that is not compliant with the MS Society's open access policy, authors should notify the MS Society of this when a manuscript is submitted, providing justification for the decision.

We're the MS Society.

Our community is here for you through the highs, lows and everything in between.

We understand what life's like with MS.

Together, we are strong enough to stop MS.

mssociety.org.uk



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 **Let's stop MS together**