POST DOCTORAL FELLOWSHIP (non-clinical)
Regulations & Conditions for Applicants and Recipients.

These Conditions apply to all applications for grant funding made to Kidney Research UK whose registered office is at Nene Hall, Lynch Wood Park, Peterborough PE2 6FZ and whose Registered Charity Number are 252892 & SC039245 and will apply to and be deemed to form part of any agreement under which Kidney Research UK provides funding to any third party for the carrying out of any research or other work (the “Grant Award”).

These Conditions are however supplemental to any conditions appearing on any specific application form for funding provided by Kidney Research UK.

1. **Eligibility**

   - All candidates must be resident in the United Kingdom and both the project and employment must also take place in the United Kingdom. In exceptional circumstances Kidney Research UK may agree to a period of up to 1 year in an appropriate overseas laboratory during the term of the Fellowship. Scientific justification would need to be provided in the application form at the outset.

   - Post Doctoral Fellowships will be non-clinical graduates with at least 2-3 years post-doctoral experience with a commitment to study areas relevant to Kidney Research UK’s Research Objective.

   - Kidney Research UK Post Doctoral Fellowships are awarded following a presentation and interview of short-listed candidates. Supervisors are asked to consider carefully the relationship of the research programme to the abilities and training needs of the candidate and must ensure that the proposed research programme is appropriate to the candidate’s current experience and future career plan. The Head of Department/Sponsor is required to make a commitment of space and facilities for the programme.

   - The maximum grant available is for a three-year period. The salary should be based on the appropriate university scale and in addition an annual allowance of £15,000 is made for consumables costs. Extensions and supplementary grants are not available. In exceptional circumstances Kidney Research UK will consider a ‘no-cost’ extension to ensure the original aims of the grant are achieved.

2. **Completion of the Application Form**

   - Applications must be laid out in accordance with the specified instructions on the appropriate Application Form, completed in full and paying particular attention to these guidelines.
• Applicants must adhere strictly to the deadline for the return of completed applications. One original hard signed, double sided, copy is required for submission. Late applications will not be accepted.

• Summary of proposed research. This section should outline the research listing aims, methods and outcomes.

• Lay Title & Lay Summary. This section is important for the benefit of non-scientific persons, the public and donors who wish to understand the objectives and outcomes & benefits of the research. It is also necessary to allow the Charity to promote the award and outcomes to a wide audience. If it is not satisfactory then the Charity reserves the right to request a satisfactory replacement Lay Summary.

• Relevance. This section should define the relevance of the proposed research to Kidney Research UK's research objective: “Kidney Research UK wish to support research that is relevant to the understanding of the kidneys and urinary tract system and the disease processes affecting them. There is a particular desire to support work leading to improved management, treatment and prevention of kidney disease and its complications.”

• Note that guidelines on the length of applications should be strictly observed. Over-length applications may be returned for revision without review. Unpublished results that are essential for assessment of the application and/or quoted within the application may be provided as a single page appendix. These should be kept to a minimum and may not exceed the one page limit.

• Kidney Research UK must be notified of subsequent or simultaneous applications submitted to other grant giving bodies whilst Kidney Research UK is considering this application.

• Any changes to the details provided on the application during the course of consideration or award MUST be notified to Kidney Research UK in writing. Significant changes will require prior approval.

3. Resubmissions & simultaneous applications to other funding bodies

• All resubmitted applications will be peer reviewed on their own merit, as per the normal peer review process, and as such will be evaluated in open competition in the round they are re-submitted. No precedence is set by previous submissions or by addressing the feedback comments on the previous application.

• Kidney Research UK allows simultaneous applications to other funding bodies whilst it is considering the same application, however the applicant(s) should:
  (i) Check that the other funding body has no objections to simultaneous applications.
(ii) Complete in full detail page 3 of the Charity’s application form, detailing and all intended simultaneous applications three months PRE and POST submission to Kidney Research UK.

4. Reports and Publications

- Grant recipients will be asked to complete Annual Reports, which should include a lay summary.

- A Final Report will be required at the end of the grant, which should include a lay summary, and be accompanied by a list of publications (including abstracts & scientific presentations) related to the work. This report is expected at the same time as submitting the final invoice.

- Acknowledgement of Kidney Research UK’s support must be made in all publications and presentations / posters resulting from work concerned. Copies of publications should be forwarded to Kidney Research UK for up to three years following completion of the research.

- Kidney Research UK encourages publication into Open Access journals, however it is not presently a mandatory requirement.

- Publication fees, conference attendance and printing costs are not be covered by Kidney Research UK.

- From late Autumn 2012 all Grant recipients will also be asked to register and thereafter annually submit data through the ‘ResearchFish’ portal regarding research outcomes resulting from their award. This system replaces the previous MRC e-val portal and now includes a wider group of funding bodies including Kidney Research UK.

5. Intellectual Property Rights, Patents & Copyright

- The provisions set out in Appendix 1 shall apply to any intellectual property rights created or otherwise relating to any work funded (in whole or part) by Kidney Research UK. Submission of an application confirms that the applicant(s) and his/her/their host institution accept these provisions within Appendix 1.

6. The use of Public, Patients and Animals

- For ALL awards Kidney Research UK will require evidence of Home Office and / or Ethical Approval as applicable prior to the commencement of funding.

- Compliance with Kidney Research UK’s Policy on the Use of Animals and/ or Patients and Human Tissues in funded research is mandatory - See Appendix 2.

- The Research Governance Framework. From March 2004 all Research Institutes must have robust arrangements in place under the Research Governance Framework for Health and Social Care, which includes formally stating the Research Sponsor for all active research. Kidney Research UK, a
medical research charity, has elected the role of “funder” under this framework (April 2002) and therefore requires the name of the Research Sponsor designated by the Institute for each grant awarded.

- Involvement of the public or patients early on in the research design and undertaking, where applicable, is encouraged but not mandatory. Where there has been such involvement this should be stated in the application.

7. Employment of Staff

- Kidney Research UK does not act as an employer and, therefore, in all cases where support is provided for the employment of staff, the host institution undertakes to issue a contract of employment in accordance with any relevant Acts relating to the conditions of employment. Kidney Research UK does not accept claims for sickness or maternity leave. As Kidney Research UK is not the employer, it is therefore not responsible for claims under any statute or common law, nor will it indemnify the host institution against any claim for compensation or against any other claim for which the host institution may be liable as an employer.

- The Fellows salary is based on the University or Institute Scale and Kidney Research UK will meet the cost of the employer's share of superannuation and N.I. contributions. The projected salary costs shown in the application should reflect the amount Kidney Research UK is likely to be invoiced over the period of the award. Kidney Research UK will, in addition, pay a bench fee of £15,000 per annum.

- Applicants are required to state the appropriate point on the salary scale at which staff will be employed. Staff costs for each year covered by the application must be based upon a reasonable estimate of costs likely to be applicable during the term of the project including any nationally awarded salary increases. Note: Supplementary salary grants are not available.

8. Items of Expenditure

- Kidney Research UK as a member of the AMRC adopts their position statement, as revised in October 2004, regarding full economic costing (fEC) that “it is clear with regard to university funding, that its members will not fund research on a percentage basis. AMRC member charities will continue to pay for the directly incurred and identifiable costs of research, but do not consider it appropriate for them to fund university indirect costs or to be required to cover some of the other costs, such as investigators salaries or estate costs, identified under TRAC”. If the university has a system in place, then it is requested that the fEC of a project be declared to Kidney Research UK for information purposes only.

- Applications that include NHS resources should be aware of the new AcoRD guidance. Kidney Research UK, as an Association of Medical Research Charities (AMRC) member charity, would expect any research costs identified as ‘Part B’ (i.e. local study trial co-ordination or data collection) that are carried out by existing staff employed by the NHS, NIHR Clinical
Research Network (NIHR CRN) or other clinical organisation to be paid by the Department of Health through local networks or the NHS Trust (see FAQ 6 and 7) in the Department of Health, 2012 AcoRD Report. They will not be paid by Kidney Research UK.

- The fellows salary and a bench fee of £15,000 p.a. to cover identified items needed for the carrying out the research such as laboratory or clinical consumables, field work (including necessary travel to multi-sites for the study) costs are covered and are classified as DIRECTLY INCURRED costs.

- No DIRECTLY ALLOCATED costs are allowable on fellowships.

- Kidney Research UK will not contribute to the Sponsor’s or Supervisor’s salaries BUT would wish to be informed of the amount of time that they would be likely to spend on the fellowship and how these costs will be covered.

- Kidney Research UK will not pay INDIRECT costs (e.g. travelling expenses, advertising for posts, secretarial work, stationery IT equipment such as laptops/computers, licence fees or contribution to general departmental overheads).

- Kidney Research UK will not pay publication costs (including Open Access).

- Please ensure that costs are calculated accurately as supplementary grants are not available.

- A Kidney Research UK grant award, as the Charity is an AMRC member charity, provides eligibility for the receiving research institution to claim additional funding towards the full economic cost of the research being undertaken under the award from the Charity Research Support Fund (CRSF), a fund provided by the government direct to institutions.

9. Financial Arrangements

- The Application should be submitted through the Head of Department/Division who should be prepared to support the application and agree to the research being carried out in their section.

- The Secretary for the Institute or Finance Officer should be prepared to ensure that the fund’s provided are used for the purpose for which they have been given and confirms that it is the Institute’s intention to maintain support for the department during the period for which the grant is requested/given. Signature on the application form indicates they are aware and accept this condition.

- The Institute’s Finance Department will be required to submit to Kidney Research UK along with their claim invoice, a breakdown or copies of invoices (where greater than £500) for all for all equipment and supplies for which reimbursement is claimed. Applicants must ensure that their Finance
Department understands and accepts this requirement. VAT zero rating must be applied to all equipment purchased.

- Reimbursement of expenditure will be made by Kidney Research UK upon receipt of a claim invoice certified to be correct personally by either the Chief Accountant or Finance Officer of the host institution.

- All claim invoices must be submitted in arrears at intervals of three months.
- The final claim invoice, marked as such, must be submitted within three months of the termination of the grant and must be accompanied by the Final Report.

- Any apparatus provided in this grant is donated to the Department in which the grant holder works for the benefit of his/her research and for use solely in medical research, diagnosis or treatment. If the Institute is a registered charity, it is possible to obtain exemption from the payment of VAT for equipment donated for medical research. No equipment may be purchased under this grant which involves the payment of VAT.

10. Termination of Grant

- When Kidney Research UK make a grant, they reserve the right, without notice, to terminate it should they so wish. In such a case, Kidney Research UK will reimburse the host institution for expenditure properly incurred under the award up to termination day, but will not in any event be responsible for, nor indemnify, the host institution against any matters arising from the employment of staff.

11. Limitation of NKRF Liability

- Kidney Research UK are not responsible, financially or otherwise, for the expenditure or liabilities arising out of the work other than those listed in the formal award letter. All expenditure under this grant should be governed by the normal standard and procedures of the host institution.

12. Contact Details:

Completed applications and all correspondence thereof should be sent to:

Kidney Research UK
Grants Department
Nene Hall
Lynch Wood Park
Peterborough
PE2 6FZ

E-mail: grants@kidneyresearchuk.org
Tel: +44(0) 1733 367835
Fax: +44(0) 8456 047211

www.kidneyresearchuk.org
### APPENDIX 1

### INTELLECTUAL PROPERTY PROVISIONS

<table>
<thead>
<tr>
<th>Definitions</th>
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<tbody>
<tr>
<td><strong>“Application”</strong></td>
<td>the application for funding of a research or other project submitted to Kidney Research UK by any third party</td>
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<tr>
<td><strong>“Charitable Objectives”</strong></td>
<td>the charitable objectives of Kidney Research UK, including without limitation the following:</td>
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<td></td>
<td>(a) the advancement and promotion of research into the kidney and urinary tract and into the diseases that affect them (&quot;kidney diseases&quot;), including without limitation epidemiological, clinical and basic research directed towards understanding the processes responsible for kidney disease, as well as the development and evaluation of treatment in a manner which can best serve those who may benefit,</td>
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<tr>
<td></td>
<td>(b) the relief and care of persons suffering from kidney disease, and</td>
<td></td>
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<tr>
<td></td>
<td>(c) the education of the public about kidney disease and the needs of persons suffering from it</td>
<td></td>
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<tr>
<td><strong>“Direct Costs”</strong></td>
<td>those costs incurred by the Researcher(s) which directly relate to the protection of the Research IPR (including without limitation patent filing fees) together with any other costs which Kidney Research UK agrees in writing may be deducted from the Gross Income to arrive at the Net Income</td>
<td></td>
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<tr>
<td><strong>“Gross Income”</strong></td>
<td>all monies and other remuneration received by the Researcher(s) in connection with the exploitation of the Research IPR without any deduction, including without limitation:</td>
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</table>
(a) licence, signing and option fees,
(b) royalties and commissions,
(c) milestone and other performance payments,
(d) benefits in kind, and
(d) amounts invoiced in respect of the supply of goods or services making use of the Research IPR,
but excluding any remuneration received by the Individual Researcher(s) from the Research Organisation by way of revenue sharing arrangements offered by the Research Organisation to its employees

| “Intellectual Property Rights” | all intellectual and industrial property rights, including without limitation, patents, rights in know-how, trade marks, registered designs, models, unregistered design rights, unregistered trade marks and copyright (whether in drawings, plans, specifications, designs and computer software or otherwise), database rights, topography rights, any rights in any invention, discovery or process, and applications for and rights to apply for any of the foregoing, in each case in the United Kingdom and all other countries in the world |
| “Net Income” | the Gross Income after deduction of Direct Costs |
| “Project” | the project to be carried out by the Researcher(s), which is described in Application and which is to be funded by Kidney Research UK (whether in whole or in part) |
| “Research IPR” | has the meaning given to the term in clause 2.1 below |
| “Quarter” | the period of 3 months commencing on the date of the Grant Award and each consecutive period of 3 months thereafter, or any shorter period |
commencing on a day immediately following the end of a Quarter and ending on the termination of the Award.

<table>
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<tr>
<th><strong>“Research Organisation”</strong></th>
<th>the host institution or organisation described in the Application</th>
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</thead>
<tbody>
<tr>
<td><strong>“Researcher(s)”</strong></td>
<td>the Research Organisation and the Individual Researcher(s)</td>
</tr>
<tr>
<td><strong>“Individual Researcher(s)”</strong></td>
<td>the individual researcher(s) described in the Application</td>
</tr>
</tbody>
</table>

2 **Ownership and Exploitation of Funded IPR**

Ownership of IPR

2.1 All Intellectual Property Rights created by or on behalf of the Researcher(s) in connection with the Project (the “Research IPR”) will be owned by the Researcher(s) subject to the terms and conditions of the Grant Award.

2.2.1 Kidney Research UK is under an obligation to ensure that the useful results of any research activity which it funds in whole or in part are applied for the public good, the advancement of healthcare in renal medicine, and otherwise in connection with its Charitable Objectives. The Researcher(s) will provide reasonable assistance to Kidney Research UK in connection with the achievement of such aims and will grant to Kidney Research UK or procure the grant to Kidney Research UK of a perpetual, irrevocable, worldwide, royalty free, non-exclusive licence to use the Research IPR for non-commercial promotional and/or educational purposes in connection with its Charitable Objectives. Such licence to include the right to sub-licence to other not for profit research organisations in receipt of Kidney Research UK funding solely for non-commercial purposes in connection with Kidney Research UK’s Charitable Objectives. If Kidney Research UK grants such a sub-licence to a third party it shall promptly notify the Researcher(s).

2.2.2 Should the Researcher(s), or its technology transfer company if relevant, decide not to proceed with protection and commercialisation of any Research IPR then it shall inform Kidney Research UK and, subject to any relevant third party rights and consents, Kidney Research UK shall have the right, but not
the duty, to protect and exploit such Research IPR. Kidney Research UK shall confirm to the Researcher(s), or its technology transfer company if relevant, within a reasonable period (and bearing in mind patent deadlines) whether it wishes to take on the protection and commercialisation of such Research IPR so that the Researcher(s) may offer it back to other relevant funders or the inventors as appropriate. If Kidney Research UK decides to exercise its right to take on the protection and commercialisation of such Research IPR the Researcher(s), or its technology transfer company if relevant, will assign the Research IPR to Kidney Research UK or to a nominee notified in writing to the Researcher(s) or its technology transfer.

**Exploitation of IPR**

2.3 The Researcher(s) will provide Kidney Research UK upon the it’s request with details of all Research IPR, take reasonable steps to protect the Research IPR and use its reasonable endeavours to exploit the Research IPR to an appropriate extent. The Researcher(s) will seek approval from Kidney Research UK of its/their plans for exploitation of the Research IPR (which approval may not be unreasonably withheld or delayed by Kidney Research UK), and will exploit the Research IPR in accordance with the plans approved by the Kidney Research UK.

2.4 Kidney Research UK recognises that the Researcher(s) may want to seek registered intellectual property protection for the Research IPR and accordingly Kidney Research UK will not make public any Research IPR for a period of sixty (60) days from disclosure of that Research IPR to Kidney Research UK where at the time of disclosure the Research Organisation indicates in writing to Kidney Research UK that it will be applying for registered intellectual property protection in respect of the disclosed Research IPR.

2.5 If the Researcher(s) do/does not in the reasonable opinion of Kidney Research UK sufficiently exploit and protect the Research IPR, Kidney Research UK may serve written notice on the Research Organisation of this opinion and in such notice indicate what it wishes to be done to so sufficiently exploit and protect. If after six (6) months of such notice being served the Research Organisation has not in the reasonable opinion of Kidney Research UK complied with the notice then the Researcher(s) will assign the Research IPR (together with any other Intellectual Property Rights subsequently derived from the Research IPR) to Kidney Research UK or to a nominee notified in writing to the Research Organisation by Kidney Research UK. To the extent that any Research IPR can be assigned to Kidney Research UK without any formal assignment or other written document then the same will be automatically assigned to Kidney Research UK upon expiry of the six (6) month period referred to above.
2.6 If the Researcher(s) is/are required to grant an assignment under clause 2.5 then they will do such further things and execute such further documents as Kidney Research UK may require to effect and confirm such assignment.

2.7 The Researcher(s) will in respect of the exploitation of the Research IPR provide to Kidney Research UK:

2.7.1 details of all Research IPR (and any Intellectual Property Rights derived from the same), including without limitation details of any patent applications filed in respect of such Intellectual Property Rights together with progress of all such applications;

2.7.2 details (together with copies) of all agreements entered into which relate to the development and/or exploitation of the Research IPR subject to third party confidentiality obligations;

2.7.3 within twenty one (21) days of the end of each Quarter or such other period as the Fund approves, an exploitation report (in such format reasonably requested by the Fund) detailing the commercialisation activities for the previous Quarter, such report to include but not be limited to a statement setting out the financial information for the Project for the previous Quarter including without limitation Gross Income, Net Income and Direct Costs; and

2.7.4 arrange and hold update meetings with Kidney Research UK at least once every six (6) months.

3 Revenue Sharing

3.1 In consideration of Kidney Research UK providing funding for the Project, the Researcher(s) will, unless agreed otherwise in writing by Kidney Research UK, share with Kidney Research UK the Net Income received by the Researcher(s) as follows:

<table>
<thead>
<tr>
<th>Cumulative Exploitation Income</th>
<th>Net Proportion to be shared with the Fund</th>
</tr>
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<tbody>
<tr>
<td>&lt;£100,000</td>
<td>25%</td>
</tr>
<tr>
<td>£100,000 - £500,000</td>
<td>29%</td>
</tr>
<tr>
<td>&gt;£500,000</td>
<td>30%</td>
</tr>
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</table>

3.2 The Researcher(s) will in respect of each Quarter pay to Kidney Research UK an amount equal to the proportion of the Net Income to be shared with Kidney Research UK in accordance with clause 3.1. Payment to Kidney Research UK will be made by the Research Organisation within thirty (30)
3.3 The Researcher(s) agree(s) to keep true and accurate records and accounts relating to the Gross Income, Direct Costs and Net Income. These records and accounts will upon request and reasonable notice being provided by Kidney Research UK be open at all reasonable times during business hours for inspection by Kidney Research UK or its duly authorised agent.

4 Restrictions on Dealings with the Research IPR

4.1 With the exception of assignment to the Researcher(s)’ technology transfer company and subject to 4.3 below, the Researcher(s) may not at any time assign, charge or encumber the Research IPR (or any part of it) or assign or subcontract the whole or any part of the Grant Award, without the prior written consent of Kidney Research UK such consent to be given at the absolute discretion of Kidney Research UK.

4.2 If Kidney Research UK consents to an assignment under clause 4.1, the Researcher(s) shall procure that the assignee is bound by substantially the same terms as contained in the Grant Award and shall not enter into any assignment without the written approval of Kidney Research UK of the terms of such assignment.

4.3 The Researcher(s) shall be free to assign any Research IPR to its technology transfer company without prior reference to Kidney Research UK but if it so assigns the Research IPR, the Researcher(s) shall procure that its technology transfer company shall be bound by substantially the same terms as contained in the Appendix 1 Intellectual Property Provisions of the Grant Award and that the technology transfer company shall not enter into any further assignment of the Research IPR without written approval of Kidney Research UK of the terms of such assignment, such approval not to be unreasonably withheld.
APPENDIX 2
POLICY ON THE USE OF ANIMALS IN FUNDED RESEARCH

Animal experimentation is essential for some types of biomedical research and the process is regulated by law. All research involving the use of animals requires a license from the Home Office under the Animals (Scientific Procedures) Act 1986. Under this all the researchers, research establishments and procedures on which the experiments are performed must be licensed by the Home Office. All these processes are rigorously policed by the Home Office Inspectorate.

Kidney Research UK from time to time approves research involving animal experimentation when there is no suitable or practical alternative. The Charity supports the 3Rs principles of, Replacement, Reduction and Refinement along with high animal welfare standards.

Such Grants are only awarded when the researchers provide convincing arguments that:

a) The research question being addressed is of sufficient importance and justifies the use of animals;

b) The use of animals is essential, and that the question cannot be answered using alternative methods;

c) The proposed experiment should answer the research question;

d) The number of animals is the minimum required to answer the question posed, and the species chosen is appropriate;

e) Home Office regulations relating to pain and distress of the animals is adhered to absolutely at all times;

e) The experiments will only be performed on premises of the highest standards licensed by the Home Office.

POLICY ON THE INVOLVEMENT OF PATIENTS, CONTROL VOLUNTEERS OR HUMAN TISSUES IN FUNDED RESEARCH

Kidney Research UK requires that research involving patients and control volunteers is subject to approval by an Ethics Committee and requires a copy of a letter of approval before an award is activated.

Kidney Research UK requires that research involving human tissues and samples is conducted in accordance with all current legal and regulatory requirements. This includes but is not limited to,

- appropriate approval from an Ethics Committee
- HTA licence in place, compliance with the Human Tissue Act 2004
- appropriate consent from the patients or next of kin.
- treatment of the material with appropriate respect and conformity to the Data Protection Act 1998.