



TERMS AND CONDITIONS FOR
DOGS TRUST CANINE WELFARE GRANTS
v. 2021.1

1. AWARD OF DOGS TRUST CANINE WELFARE GRANTS

- a. In these Terms and Conditions “**Dogs Trust**” means Dogs Trust Trustee Limited (Company Number 08996564), acting in its capacity as sole trustee of Dogs Trust, a charity registered in England and Wales (Registered Charity Number 227523) and in Scotland (Registered Charity Number SC037843).
- b. Canine Welfare Grants (“**Grants**”) are awarded to educational and research institutions (each a “**Host Institution**”) by Dogs Trust in its sole discretion.
- c. The Principal Investigator at the Host Institution (as named on the Grant Project Application) is not an employee or the responsibility of Dogs Trust and the award of a Grant does not constitute a contract of service with the Principal Investigator or the Host Institution. Dogs Trust accepts no liability for the Principal Investigator or any claim in relation to them (including compliance with, and claims for compensation under, any statute or common law and health and safety requirements) beyond payment of the Grant.

2. CANINE WELFARE GRANTS

- a. Grants are made to applicants on the basis of a preliminary and full Project Application submitted to Dogs Trust in the approved format and the accompanying Guidance Notes. Proof of ethical approval will be required before funding can commence.
- b. The Host Institution is responsible for the administration of the Grant and the employment of any funded positions. Dogs Trust should be notified of all appointments made in connection with the Grant, including any changes during the period of the Grant. Appointments specific to the Grant may be subject to approval by Dogs Trust and the Veterinary Director of Dogs Trust may ask to be consulted in the selection process.
- c. The award of a Grant is tenable for up to three years (unless agreed otherwise) and may be renewable subject to satisfactory progress reports. Dogs Trust reserves the right to withdraw funding if it determines the progress is unsatisfactory.
- d. The Principal Investigator, as named on the Grant Project Application, must submit a written progress report to Dogs Trust every six months, and a final report within three months after the Grant award's agreed date of conclusion. Dogs Trust will contact recipients to advise when a progress report is due. Additional progress reports may be required at Dogs Trust's discretion. The Head of Department, as named on the Grant Project Application, may also be asked to submit a confidential written report of the progress of the project set out in the Project Application (the “**Project**”). The report must include a recommendation as to whether the award of a Grant should be continued.
- e. Unless a variation is approved by Dogs Trust, where a Grant is awarded the Project should commence at the earliest opportunity following their award and, in any case, not more than six months after their award. Reasonable effort should be made by the Host Institution to appoint any necessary staff to commence in the post as soon as possible. If this is not possible, Dogs Trust must be informed at once, and must subsequently be consulted over any proposed revised commencement date.

Dogs Trust

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- f. In special circumstances, the duration of the Grant award may be extended with the prior written approval of Dogs Trust. Any such extension is unlikely to be supported by funding additional to that approved initially.
- g. For Projects which involve collaboration with the Dogs Trust Research Team (a “**Collaborative Project**”):
 - i) Any confidential information to be provided by Dogs Trust will be determined by the Dogs Trust Research Team and may require the Host Institution to enter into a confidentiality agreement.
 - ii) Any data and / or samples to be provided by Dogs Trust will be determined by the Dogs Trust Research Team and may require the Host Institution to enter into a data sharing agreement.
 - iii) A relevant member of the Dogs Trust Research Team will be a co-investigator (or co-supervisor for PhD studentships) on the Project.
 - iv) Publications arising from the Project should acknowledge and/or name as co-authors relevant members of the Dogs Trust Research Team who made a significant contribution to data collection, development of research methods, project management, analysis, interpretation of results, or writing up.

3. FINANCIAL MATTERS

a. Grants

- i) A Grant payment will be made by Dogs Trust to the Host Institution on a quarterly basis, subject to satisfactory six-monthly reviews of the Grant award.
- ii) Funds are allocated on a pro-rata basis e.g. a Grant for £45,000 over three years will be allocated at £ 3,750 per quarter.

b. Responsibility

- i) The Principal Investigator for the Project is responsible for ensuring that claims to Dogs Trust for expenditure do not exceed the Grant approved by Dogs Trust. They are also responsible for advising the Host Institution’s finance office of awarded Grants and of these Terms and Conditions.

c. Purpose of Grants

- i) The Grant must only be used for the Project (the scope of which may be varied from time to time by written agreement between Dogs Trust and the Host Institution) (the “**Purpose**”). The amount of the Grant is determined by Dogs Trust in its sole discretion.

d. Reimbursement

- i) Any claims to Dogs Trust for reimbursement of expenditure within the awarded Grant must be submitted at quarterly intervals in arrears beginning from three months after the start date of the Project.
- ii) Any travel or publication costs that are incurred as part of the study or conference attendance need to be accounted for in the original Grant budget.
- iii) The final claim must be submitted within three months of the agreed date of conclusion of the Project. Final claims submitted later than this will not be reimbursed unless by prior arrangement with Dogs Trust.

e. Over expenditure of Project

- i) Dogs Trust will only reimburse expenditure in accordance with and up to the amount of the awarded Grant. Any over expenditure is the responsibility of the Host Institution.

f. Under expenditure

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- i) Grant funds which remain unspent after reimbursement of the final claim will become immediately unavailable to the Host Institution.
- ii) If the Host Institution holds unspent Grant monies these must be returned to Dogs Trust as soon as possible and within a maximum of three months of the agreed end of the Project.

g. Disallowance of Expense Claims

- i) Dogs Trust reserves the right to disallow expense claims, in full or in part, which it considers do not comply with these Terms and Conditions. In particular, travel costs must be clearly indicated on the Project Application and should be calculated using only standard class rail fare or HMRC mileage rates.

h. Control of Expenditure and Auditing

- i) The controls of expenditure under Grants awarded by Dogs Trust must be governed by the normal standards and procedures of the Host Institution and must be covered by that institution's formal audit arrangements.

4. PUBLICATIONS

- a. At least one substantial paper arising from the Project Grant should be published in refereed and appropriate non-refereed journals. Publication of clinical papers in refereed journals is expected during, or in a timely manner after, conclusion of the Grant award.
- b. The final draft of proposed publications and/or presentations relating to the Project **must be sent to the Veterinary Director of Dogs Trust for review and comment in good time and at least 30 days prior to the proposed submission.**
- c. Dogs Trust shall review the proposed final draft for references to Dogs Trust and to ensure compliance with these Terms and Conditions. Dogs Trust shall revert to the Host Institution with a decision regarding the proposed final draft within 21 days of receiving that proposed final draft. The Host Institution and the Principal Investigator shall only present, publish, or submit for presentation or publication those final drafts which have been approved in writing by Dogs Trust (such approval not to be unreasonably withheld).
- d. An electronic copy of the final publication and/or presentation must be forwarded to the Veterinary Director.
- e. The support of Dogs Trust must be acknowledged in all written publications, written presentations and oral presentations arising from the Grant. Dogs Trust must be notified prior to publication / presentation. Publication costs can be accounted for in the final budget to a maximum of £1,500.

5. COMMUNICATIONS / PR

It is mandatory that Dogs Trust is made aware of any upcoming publication or communication surrounding a Grant in order to prepare necessary statements and responses.

6. INTELLECTUAL PROPERTY RIGHTS

- a. Dogs Trust and the Host Institution agree that all rights, title and interest in or to any information, data, reports, documents, publications, procedures, technology, knowhow, marks and logos, including but not limited to trade marks, copyright, design rights and patents ("IPR") whatsoever owned by either Dogs Trust or the Host Institution before the Grant award, shall remain the property of that party.
- b. Subject to paragraph 6(c) below, the **IPR resulting directly from research conducted via the Grants made by Dogs Trust shall be owned by the Host Institution. The Host Institution**

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shall not unreasonably withhold permission to allow Dogs Trust (for non-commercial purposes only) to use any IPR resulting directly from research via the Grants made by Dogs Trust. The **Host Institution** should notify Dogs Trust as soon as possible if they are to file a patent for any commercial exploitation of results arising from the funded Project.

- c. **For Collaborative Grants, IPR arising from the Project will be agreed in writing on an individual basis** and the Host Institution may be required to sign a confidentiality agreement and/or data sharing agreement prior to commencement of the Project.
- d. The Host Institution shall be permitted to use the name and/or logo of Dogs Trust (as provided by Dogs Trust from time to time) only to acknowledge the Grant award for the Project and for no other purpose.
- e. Dogs Trust shall be permitted to use the name and/or logo of the Host Institution (as provided by the Host Institution from time to time) only to acknowledge the Grant award for the Project and for no other purpose.

7. DATA PROTECTION

- a. **“Data Protection Legislation”** means: (i) the UK General Data Protection Regulation (“**GDPR**”) and any related legislation which applies in the UK including, without limitation, the Data Protection Act 2018; (ii) the Privacy and Electronic Communications (EC Directive) Regulations (2003) and any successor or related legislation; and (iii) all other applicable laws and regulations relating to the processing of personal data and/or governing individuals’ rights to data privacy, including statutory instruments.
- b. Both Dogs Trust and the Host Institution will comply with all applicable requirements of and all their obligations under the Data Protection Legislation which arise in connection with the Grant and/or the Project.

8. CHANGE OF PRINCIPAL INVESTIGATOR

If the Principal Investigator moves to another institution, or if a change in Principal Investigator becomes necessary for any other reason, the Host Institution must obtain approval for the Grant to continue from Dogs Trust, in writing in advance.

9. WITHOLDING, SUSPENSION AND/OR REPAYMENT OF GRANTS

- a. Dogs Trust’s intention is that a Grant awarded will be paid to the Host Institution in full. However, Dogs Trust reserves the right at any time and without notice to withhold and/or suspend a Grant, in full or in part, for any reason in Dogs Trust’s sole discretion, including but not limited to on the grounds of unsatisfactory progress or failure to comply with these Terms and Conditions.
- b. Dogs Trust will reimburse expenditure properly incurred up to the date of notice of the withholding and/or suspension, will withhold and/or suspend the Grant from the next month onward after this date, and will not be liable for any matters or circumstances, including financial, after this date.
- c. If the Principal Investigator discontinues the Project before expiry of the Grant award, they must inform Dogs Trust immediately.
- d. Dogs Trust reserves the right at any time on notice, to require the immediate repayment of a Grant, in full or in part, on the grounds that the Host Institution uses all or any part of the Grant for purposes other than the Purpose, or the Host Institution otherwise fails to comply with these Terms and Conditions.

10. CHANGES TO THE TERMS AND CONDITIONS

Dogs Trust reserves the right to modify or vary these Terms and Conditions or add further Terms and Conditions at any time, on notice to the Host Institution.

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11. ACCEPTANCE OF GRANTS

Grants offered are not valid until they, and these Terms and Conditions, have been accepted in writing by the Host Institution and any other parties whose acceptance may be required by Dogs Trust.

12. LIABILITY

- a. Dogs Trust's liability under these Terms and Conditions is limited to payment of the Grant.
- b. Dogs Trust accepts no liability for any consequences, whether direct or indirect, that may come about from the Principal Investigator or the Host Institution running the Project, the use of the Grant or from withdrawal of the Grant. The Host Institution shall indemnify Dogs Trust, its employees, agents, officers and sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Host Institution in relation to the Project.

13. GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the laws of England. The English Courts shall have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with these Terms and Conditions.

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