**IRISH INSTITUTE OF CLINICAL NEUROSCIENCE**

**GRANT CONDITIONS**

**1. Definitions**

“Applicant” means the person who applies for the grant. This refers to the ‘principal applicant’ on the grant application form.

“IICN” means Irish Institute of Clinical Neuroscience

“Grant” means the Grant of an amount specified in the Grant Agreement awarded to the researcher by the IICN to carry out the research

“Grant Agreement” means the Grant Agreement signed by the researcher which shall include these Grant Conditions

“Grant Period” means the Grant period specified in the Grant Agreement.

**2. Grant Eligibility**

Only IICN members in good standing may apply for funding.

Serving Members of the Board of Directors of the IICN may not apply.

The project must be conducted at a location in the Republic of Ireland or Northern Ireland.

Applicants should not have received another IICN grant (eg. Sanofi Genzyme Research Grant) within the previous two years.

**3. Funds may be used for the following:**

1. An independent research project or consumables/technologies (e.g. imaging, laboratory testing etc.) for an existing project. Details of other funding available to the larger project should be outlined if applicable to ensure feasibility of the project.
2. ii) An educational project which will be accessible for the clinical and academic neuroscience community in the Republic of Ireland and Northern Ireland.

**4. What types of projects will be funded?**

Research and educational projects that are of direct relevance to clinical and academic neuroscience. Clinicians and scientists at early career stages are actively encouraged to apply.

**5. What is not funded?**

• Institutional overheads

• Funds exclusively for fees

• Salary

• Funds that do not pertain to a specific research or educational project

**6. External and ethical approval**
(a) The IICN Board of Directors will appoint a Grant Subcommittee to oversee the evaluation of requests for grants. The Grant Subcommittee will agree on a panel of assessors and will ultimately recommend to the IICN Council those grant proposals that should receive grant assistance. At all times the IICN Board has the final decision on what requests, if any, are to receive grant aid. The Grant Subcommittee will inform the Board of any material interest between the specified research and any member of the assessment panel and the IICN Conflict of Interest policy will be applied.

(b)  The applicant will confirm in writing that ethical approval (if necessary) for the research has been obtained from the ethical committee recognised by the institution in which the researcher will carry out the research.

**6. Applicants**

(a)  Neither the applicant nor any persons working on, in relation to, or in connection with the project, shall hold themselves out or be deemed for any purposes howsoever to be an employee of the IICN.

(b)  The applicant shall accept responsibility for, and indemnify the IICN in full against, any claim for compensation or any other claims howsoever arising in relation to or in connection with the project, whether brought by persons involved with the project or by any other third party. The applicant shall ensure that all persons employed in or involved in the project, receive training appropriate to their duties, including health and safety training. The applicant shall ensure that all appropriate health and safety procedures are in place in relation to all persons employed or engaged in relation to or in connection with the project.

(c) The successful applicant will be required to make a presentation of their project to a meeting of the IICN, six months following the commencement of the project.

**7. Location of the project**
The project/research shall be carried out at such place or places as the IICN and applicant shall agree.

**8. Financial arrangements**

(a) The applicant shall inform the IICN in writing of funding accepted or received for the same research from any source other than from the IICN

(b) The applicant may modify the aims and objectives of the approved project in order to follow scientific developments. The applicant shall seek the prior approval of the IICN to use any amount of the grant for purposes not related to the approved project. To the extent that any amount is used for purposes not related to the approved research project without the approval of the IICN, the same amount shall immediately become repayable to the IICN

(c) The awarded Grant can only be used for expenses necessarily incurred for the successful completion of the project. Amounts remaining at the end of the project for whatever reason will be refunded to the IICN. Amounts remaining at the end of any reporting period will be rolled over into the next period to cover qualifying expenses relating to the original project, or refunded to the IICN, whichever is applicable

(d)  In the event that the Grant proves insufficient to cover the cost of the project, the applicant may submit a further written proposal outlining the additional funding required for completion of the project to the IICN. The IICN may, in its absolute discretion, provide such additional funding.

(e)  The applicant shall submit to the IICN a detailed financial statement, in such format as may be required by the IICN, showing disbursements from the Grant, within six months following the end of the Grant Period.

**9. Reports and publications**(a) The applicant shall provide the IICN with a final report, in such format as may be determined by the IICN, on the project within six months following the end of the Grant Period.

(b)  If applicable, a copy of each publication arising from the project shall be sent by the applicant to the IICN. Each such publication shall acknowledge the assistance provided by the IICN.

**10. Applicant’s warranties**

The applicant warrants:

(a)  that the performance of the applicant’s obligations in accordance with these Grant Conditions does not and will not infringe any agreement to keep in confidence any proprietary information of any third party acquired by the applicant in trust or confidence and will not infringe any intellectual property rights of a third party

(b)  that the applicant has not entered into and will not enter into any agreement, whether written or oral, which conflicts with the obligations of the applicant under this Agreement

(c)  that the applicant has the full power and authority to enter into the Agreement

(d)  That the applicant will comply with all legal requirements concerning the conduct of the project, if applicable.

**11. Applicant’s obligations**

The applicant:

(a)  shall accept full responsibility for the management, monitoring and control (including all regulatory and legislative requirements) of the project and all persons (including but not limited to employees) employed, engaged or involved in the project

(b)  accepts that, should any person employed, engaged or involved in the project suffer any illness, disease, infection or personal injury of any kind whatsoever, or pass such disease or infection to any third party, the IICN shall have no liability whatsoever arising therefrom

(c) shall accept responsibility for any litigation or liability that may arise out of the project and shall hold the IICN harmless in respect thereof.

(d) shall obtain adequate insurance coverage in respect of employers’ liability insurance (in the event that the applicant engages personally to carry out research), professional indemnity insurance and public liability insurance

(e)  Shall retain all records resulting from the project for a period of not less than four (4) years.

**12. Termination**

1. The Grant Agreement shall terminate at the end of the Grant Period or sooner in accordance with this Clause 9
(b) The Grant Agreement may be terminated by either party upon material breach by the other party of any term of the Grant Agreement, which breach if capable of remedy shall not have been remedied within 60 days of the service of notice accordingly on the party in breach. In the event that the IICN terminates the Grant Agreement the full amount of the Grant paid to the researcher shall become repayable on demand to the IICN.
(c) The termination of the Agreement, however incurred, shall not operate to relieve the researcher of its continuing obligations under clauses 3, 5, 6, 7, 8, 9 or 11 of those Grant Conditions.

**13. Indemnification**

The applicant hereby agrees to indemnify the IICN against all liabilities, obligations, losses, costs and expenses arising out of acts or omissions of the applicant, its employees or agents in carrying out the project.

**14. Waiver**

None of the terms of the Grant Agreement may be waived except by express written agreement signed by the party against whom enforcement of such waiver is sought. Failure or delay of either party in enforcing any of its rights under the Grant Agreement shall not be deemed a continuing waiver of such right.

**15. Assignment**

While the applicant is entitled to appoint persons to carry out or to assist in the project, the rights and obligations of the applicant under the Grant Agreement shall be deemed to be personal in nature and shall not be assignable without the prior written consent of the IICN.

**16. Entire Agreement**

The Grant Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understanding among the parties, whether written or oral, relating to the said subject matter.

**17. Headings**

The headings herein contained are inserted for convenience of reference only and are not intended to be part of or affect the meaning or interpretation of any of the terms and conditions of the Grant Agreement.

**18. Severability**

In the event that any of the terms, conditions or provisions of the Grant Agreement shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term condition or provision shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.

**19. Amendments**

The IICN reserves the right to make any amendments to the Grant Agreement as it, in consultation with the applicant, shall deem necessary from time to time.

**20. Governing Law**

The Agreement shall be governed by the laws of Ireland and the Irish courts shall have exclusive jurisdiction in relation to any disputes arising under the Agreement.