

## **BSAVA PetSavers' Clinical Research Project – Terms and Conditions (revised November 2022)**

**Please note that all correspondence should be sent to the Chair of the BSAVA PetSavers' Grant Awarding Committee ("the Committee"), c/o BSAVA, Woodrow House, Waterwells Business Park, Quedgeley, Gloucester GL2 2AB.**

### **Definitions**

The following definitions shall bear the following meanings:

"Grantee" a principal applicant of a funding application to carry out a research project to which these Terms apply ("Project"); and

"Institution" a university or veterinary practice.

### **Introduction**

The BSAVA PetSavers' Clinical Research Project (CRP) grant will fund a specific research project into companion animal health. The grant call opens on 1<sup>st</sup> October each calendar year and closes on 31<sup>st</sup> January, with applications considered in the October of that calendar year.

### **What the Grant Includes**

Each Grant is awarded to the Grantee to fund the following:

- Up to £20,000 for a small-scale clinical research project in companion animals lasting 1–3 years.
- Research expenses and consumables, and up to 30% of the total grant for research-specific staffing costs.

### **BSAVA PetSavers Funds Companion Animal Clinical Research**

A Project will be considered by BSAVA PetSavers to constitute 'companion animal clinical research' if it meets each of the following criteria to a material extent in the reasonable opinion of a majority of the BSAVA PetSavers' Grant Awarding Committee:

- The study involves only naturally occurring disease in small animals; there must be no experimental or artificial induction of disease;
- The anticipated results of the study will contribute to the understanding of or potentially result in a change in diagnosis or management of small animal disease;
- The study is supervised by people with appropriate veterinary clinical skills and knowledge;
- Any interventions on animals (including obtaining samples) would be considered part of normal veterinary practice;
- The Grantee must state how the results will directly benefit cats, dogs or other companion animals. If the benefit is not direct, they must suggest the number of further steps (and at what cost) they believe it will take before a benefit becomes apparent;
- The study must meet ethical criteria as stated in *A guide to applying for a BSAVA PetSavers' grant* (please see Appendix 1);
- All applications should indicate whether ethical approval has been obtained and if not what steps will be taken to ensure that the Project achieves ethical approval before commencement. For those without access to ethical approval through a recognised research institution the RCVS Ethical Review Panel can provide ethical approval for practice-based clinical research.

By definition, therefore, such research would not require a personal or project licence under the terms of the Animals (Scientific Procedures) Act 1986 ("the Act".) **BSAVA PetSavers does not fund research using experimental animals**

## Application

1. Applications should be for funds to support clinical research into the health and welfare of small animals, which are kept as pets, with the ultimate objective of the advancement of understanding of the cause and/or management of a clinical disorder.
2. The Grantee should make the application, but other co-applicants can be included in the application.
3. The Grantee must be based in the UK and the Project must be carried out wholly in the UK.
4. The application should be made on the BSAVA PetSavers' Clinical Research Project Application Form available from our website.

The following information is required:

- a. The title of the Project;
  - b. The aims and objectives of the work;
  - c. The background of the Project;
  - d. Precise details of the experimental design;
  - e. Details of ethical approval and supporting documents;
  - f. Detailed analysis of recurrent costs; and
  - g. A list of three peer reviewers, of whom one or more will be asked to provide an expert opinion on your application. Each reviewer must provide written confirmation that they are able to complete a review within the required timescale and also provide in writing details of any past or present professional relationships or other circumstances which may give rise to a conflict of interest.
5. The curriculum vitae of the Grantee together with other applicants must be supplied. This should extend to not more than two pages and references should be made only to the most significant publications.
  6. The closing date for applications to be considered in October is the last day of the preceding January. Applicants will be notified if they have been shortlisted by the committee within 90 days of the submission closing date. In exceptional circumstances, at the discretion of the BSAVA PetSavers' Grant Awarding Committee, applications may be considered at other times.
  7. Resubmissions can be made of previous grant applications that were rejected by BSAVA PetSavers after being shortlisted. Full details of all changes from the original application must be given.
  8. The Project must be legal under English law.

## 9. No Experimental Animals

- a) **The use of experimental animals is *not* permitted in any work funded by BSAVA PetSavers. This includes work on tissues derived from experimental animals.**
- b) Work carried out on tissues derived from pet animals during a normal post-mortem examination is allowed, provided that the owners' written and informed consent has first been obtained.
- c) BSAVA PetSavers reserves the right to request representations from an appointed ethics committee and/or a local Home Office inspector to satisfy the BSAVA PetSavers' Grants Awarding Committee that the work described does not fall within the Animals (Scientific Procedures) Act 1986.

## 10. Responsibilities of the Grantee

- a) BSAVA PetSavers provides grants to Grantees and does not act as either employer or principal.

Accordingly BSAVA PetSavers is not responsible for claims (however arising) whether under statute or at common law either by or against any applicant or any party named within an application, nor will it indemnify any of those parties against any form of claim.

- b) Each Grantee and those named within the relevant application must accept full responsibility for the management, compliance, monitoring and control of all the research work funded as the result of this grant. This includes the requirements of all regulatory authorities governing the use of radioactive isotopes, pathogenic organisms, genetically modified organisms (GMOs), and toxic and hazardous substances. BSAVA PetSavers is not responsible for such matters.
- c) The Grantee must ensure that all permanent and temporary staff, subcontractors and students involved in the research receive training appropriate to their duties, and in accordance with the local legislation and comply with all relevant working codes and recognised practice legislation within the local rules and legislations (including without limitation the Health and Safety at Work Act 1974, the Control of Substances Hazardous to Health Regulations 1999 (COSHH), the Management of Health and Safety at Work Regulations 1999, the Genetically Modified Organisms (Contained Use) Regulations 2000, Approved Codes of Practice associated with any of the above, guidance from the Advisory Committee on Dangerous Pathogens (ACDP) or the Advisory Committee on Genetic Modification (ACGM), and any other legal or regulatory requirements that may apply from time to time.

## **11. Acceptance of the Grant**

- a) Grants awarded by BSAVA PetSavers are subject to these Terms. Any amendments subsequent to each relevant grant to the Terms can be made only with the written agreement of both parties.
- b) A signed copy of these Terms must be returned to BSAVA PetSavers in order to allow the application to receive full consideration. This must include the signature of the Grantee and an authorised representative of the Institution. Please see Appendix 2 for a list of acceptable authorised representatives. The Institution acts as Sponsor so is contractually responsible to BSAVA PetSavers. No funds can be released until the signed Terms are returned with valid signatures of both the Grantee and the Institution.
- c) The start date of the Project must be within six months from the date of the acceptance letter issued by BSAVA PetSavers, unless written permission has been granted from BSAVA PetSavers for an additional delay. The start date must be confirmed to BSAVA PetSavers prior to commencement together with the estimated duration of the study.

## **12. Divergence from the Original Award**

- a) BSAVA PetSavers understands that scientific developments may lead to a need for the Grantee to modify the aims and directions of the Project. Any such modifications must be notified to BSAVA PetSavers as soon as they become known and must be fully justified in writing.
- b) BSAVA PetSavers must be consulted promptly and fully prior to any proposed changes to the original application and reserves the right to withhold further funding should it consider the divergence from the original application to be too great.

## **13. Progress Reports**

- a) BSAVA PetSavers requires a written report of the Project progress every six months. This should be 400–1000 words in length and should be completed using the Clinical Research Project report form available from the BSAVA PetSavers' website.
- b) Applicants will not be permitted to apply for future BSAVA PetSavers' grants unless/until they are up-

to-date with Project reports. There may also be a delay in the payment of further funds or the reimbursement of monies already paid by the Grantee from BSAVA PetSavers until the report is submitted, where such monies are not already committed and/or the report is not provided within a reasonable timeframe as agreed by the Grantee and BSAVA PetSavers.

#### 14. Publications and Publicity

- a) BSAVA PetSavers reserves the right to publicise the awarding of grants as it sees fit.
- b) Each Grantee or co-applicant must complete one article for **Companion** magazine during the period of their grant when requested by BSAVA PetSavers.
- c) Grantees must ensure that they notify BSAVA PetSavers of any submissions and acceptances of publications based wholly or partly upon the research funded by the grant and forward an electronic copy of any such publications to BSAVA PetSavers within 30 days of publication.
- d) All publications directly arising from a grant supported by BSAVA PetSavers are to be submitted to the Editor of the Journal of Small Animal Practice (JSAP) to determine if the publication is suitable for that journal. If the Editor considers the publication suitable then it shall be submitted to JSAP by the Grantee for publication in that journal. BSAVA will make efforts to promote BSAVA PetSavers-funded papers published in JSAP.
- e) Grantees must ensure that the BSAVA PetSavers' contribution to the funding of the Project is suitably acknowledged in a form acceptable to BSAVA PetSavers in all publications. Work supported by our grants should be described in publications as "BSAVA PetSavers (Co)-funded" or "This work was supported by BSAVA PetSavers (grant number xxx)", as appropriate. Any variation to this wording must be approved in advance by BSAVA PetSavers.
- f) BSAVA PetSavers recognises that publication of the results of research may need to be delayed for a reasonable period while seeking protection by way of formal registration of intellectual property arising from that research. If there are any such periods of delay, BSAVA PetSavers must be kept regularly informed of the precise position and the reasons.
- g) Grantees may be asked to supply BSAVA PetSavers with suitable materials for publicity and promotional purposes. Any Grantee or co-applicant attending BSAVA Congress may be requested to spend a reasonable amount of time on the BSAVA PetSavers' stand or to speak at BSAVA Congress to promote BSAVA PetSavers' work at such periods and on dates reasonably agreed by the Grantee/co-applicant and BSAVA PetSavers.

#### 15. Alumni Group

- a) The newly-formed Alumni Group aims to establish a community of past and present BSAVA PetSavers-funded researchers to foster networking, mentoring and being an ambassador for BSAVA PetSavers.
- b) On receipt of the final project report, Grantees, co-applicants and others who have played a major role in the project will be invited to become members of the Alumni Group.

#### 16. Equipment

- a) Any equipment funded by the BSAVA PetSavers' grant in relation to a Project shall be the property of the Grantee.

- b) Any loss resulting whether directly or indirectly from payments made for equipment in advance of delivery will be entirely the responsibility of the Grantee. The Grantee is responsible for adequately insuring and maintaining the equipment so that the Project can be completed.
- c) Should the Grantee move to another institution/practice during the tenure of this grant, this will be considered a divergence to the original award as detailed in section 12a. If the Grantee moves to another institution within three years of the expiry or the termination of a grant and wishes to take the equipment with them, BSAVA PetSavers reserves the right to require that the equipment funded by the grant be transferred after discussion, if necessary, with the institutions concerned.
- d) It is the responsibility of the Grantee to maintain the equipment whilst in their care both during and for a period of 12 months after completion of the Project. Disposal is the sole responsibility of the recipient.

## 17. Limitations of BSAVA PetSavers' Liability

- a) BSAVA PetSavers accepts no responsibility, financially or otherwise, for the expenditure (or liabilities arising out of such expenditure) or other liabilities whether direct or indirect arising out of the Project. The control of expenditure to be funded under this grant must be governed by the normal standards and procedures of the Grantee's Institution and must be covered by the formal audit arrangements that exist within that Institution. Save as specifically provided below Recipient Institution and the Grantee accept no responsibility for any use which may be made of any work carried out under or pursuant to this grant, or of the results of the Project, nor for any reliance which may be placed on such work or results, nor for advice or information given in connection with them.
- b) Both Recipient Institution and the Grantee understand and accept that this does not in any way prevent a third party from making claims against them in relation to the work carried under of pursuant to this grant and that the limitations agreed in this paragraph 17 are intended to apply to the relationship with BSAVA PetSavers alone.
- c) The liability of the Recipient Institution or Grantee for any breach of the terms of this grant, or arising in any other way out of the subject matter of this grant, will not extend to loss of profit, or to any indirect or consequential damages or losses other than loss of business and reputational damage (whether direct or indirect) to BSAVA PetSavers. The maximum liability of the Recipient Institution or Grantee to BSAVA PetSavers under or otherwise in connection with this grant shall not exceed £1 million. For the avoidance of doubt, no provision of this Agreement shall be deemed to exclude or limit in any way the Recipient Institution or Grantee's liability for intentional wrongdoing or statutory liability in respect of death or personal injury caused to any person as a result of their negligence, or for any sort of liability which cannot be limited in law.

## 18. Financial Arrangements

- a) All claims for grant funding must be made in the form of an official invoice raised by the Grantee's Institution quoting full details of the BSAVA PetSavers' award. 75% of funding will be available when BSAVA PetSavers is notified in writing of the start date of the Project and will be paid within 30 Business Days of receipt of a valid invoice, with the remaining 25% being paid within 30 Business Days after receipt of the final 6-month report and a valid invoice (see Appendix 3).
- b) A copy of these Terms must be passed by the Grantee to the finance department of their Institution.
- c) Should the Grantee move to another institution during the tenure of the grant, the grant may not be transferred unless all parties concerned including BSAVA PetSavers shall previously agree in writing to such a move. BSAVA PetSavers will not be liable in respect of any additional costs as a result of such a move or transfer. In the event that BSAVA PetSavers does not agree to such a move, it shall not be

liable to make further payments under the Terms of the grant. Any such decision shall be at the sole discretion of BSAVA PetSavers.

- d) All invoices for funding must be sent for the attention of the Finance Department, BSAVA PetSavers, BSAVA, Woodrow House, 1 Telford Way, Waterwells Business Park, Quedgeley, Gloucester GL2 2AB or to [finance@bsava.com](mailto:finance@bsava.com).
- e) All invoices must have the reference number of the award; failure to comply with this will result in the invoice being rejected.
- f) Travel costs not agreed in the original application will not be covered unless written agreement has been obtained in advance from BSAVA PetSavers as part of a divergence from the original award under section 12a.
- g) The amount of any grant does not include any local taxes (including VAT). The recipient is responsible for payment of all local taxes.
- h) BSAVA PetSavers does not pay University Full Economic Costings.
- i) BSAVA PetSavers likes to support Grantees during life events; therefore requests for suspension in relation to parental leave or sick leave will be assessed on a case-by-case basis. Grant funds will not normally be paid during a period of suspension.
- j) The first invoice must be received by BSAVA PetSavers within one year of the date of the grant being awarded and the final invoice must be received by BSAVA PetSavers within two years of the proposed Project completion date. Extensions commensurate with the length of the Project originally proposed will be considered if requested in writing to BSAVA PetSavers. Any money not invoiced within two years of the proposed Project completion date will be forfeited and the money used for funding future grants unless an extension to the Project has been agreed in writing with BSAVA PetSavers.

## 19. Intellectual Property and Commercial Activities

- a) BSAVA PetSavers is committed to advancing veterinary healthcare through its support for clinical research. BSAVA PetSavers is under an obligation to ensure that the useful results of each Project that it funds are applied for the public benefit. To meet these objectives, BSAVA PetSavers, together with BSAVA PetSavers-funded Grantees, researchers and their institutions/practices, wish to play an active role in ensuring the protection and exploitation of the intellectual property arising out of the Project that it funds. Accordingly, BSAVA PetSavers requires the Grantee to communicate full reports detailing the results of the Project to BSAVA PetSavers at regular intervals. BSAVA PetSavers is always interested to hear about research that may stem from the findings obtained from Projects it has funded. Application by the Grantee for any form of Intellectual Property registration of the results of the Project and/or commercial exploitation of those results is encouraged by BSAVA PetSavers but should not be made without the prior written approval of BSAVA PetSavers which may be withheld, or granted subject to such conditions, including the right to share in any financial benefits arising from any such registration or exploitation, that BSAVA PetSavers may in its entire discretion decide.
- b) BSAVA PetSavers shall have the right to audit the relevant accounts and records of the Grantee upon prior reasonable written notice to confirm that there has been an appropriate benefit sharing made in relation to any such exploitation.

## 20. Termination of a Grant



BSAVA PetSavers may, without prejudice to its other rights and remedies, by notice in writing to the Grantee immediately terminate its obligations in relation to the Grant if the Grantee:

- a) is in material or persistent breach of any of its obligations under this Agreement and if that breach is capable of remedy and the Grantee has failed to remedy that breach within 30 days after receiving written notice requiring remedy of that breach; or
- b) if in the reasonable opinion of BSAVA PetSavers the Project is conducted in a manner which is prejudicial to the reputation of BSAVA PetSavers; or
- c) being a company is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution of the other (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of the other or the other enters into or proposes any composition or arrangement with its creditors generally or any analogous event occurs in any applicable jurisdiction; or
- d) being an individual a trustee in bankruptcy is appointed or that individual enters into a voluntary arrangement; or
- e) any of the events referred to in paragraphs 20 b) or 20 c) is in the reasonable opinion of BSAVA PetSavers about to occur; or
- f) if the Grantee ceases or threatens to cease carrying on business, or if the Grantee undergoes a change of control that is in BSAVA PetSavers' reasonable opinion likely to have an adverse effect on the Project.

Notwithstanding the foregoing BSAVA PetSavers will reimburse the Grantee for expenditure properly and directly incurred or committed under the Project up to the termination date but shall not be liable for any other form of loss incurred by the Grantee.

Where a Project is not completed, a full written report of the Project to date must be provided by the Grantee within 8 weeks of work ceasing on the Project including the reasons for failure to complete the Project.

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**The Grantee and their Institution agree to abide by the above terms and conditions:**

Signature of Principal Applicant / Grantee: \_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

Signature of authorised representative of the Institution with contractual responsibility to BSAVA

PetSavers (see Appendix 2): \_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_\_



## Appendices

### Appendix 1

Please see the [Guide to Applying for a BSAVA PetSavers Grant](#).

### Appendix 2

**List of authorised representatives:** Principal, Vice-Chancellor, Dean, Registrar, Secretary, Head of Department, Research Contracts Officer, Bursar, Chief Finance Officer, Chief Administrative Officer, Chief Accountant, Practice Owner, Practice Partner.

### Appendix 3

#### **Financial payments for the Project:**

- 75% of funding will be made available upfront on invoicing and once a letter confirming the start date has been received
- The remaining 25% will be made available after receipt of the final report and a valid invoice