

BSAVA PetSavers' Student Research Project – Terms and Conditions (revised December 2023) ("Terms")

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 who supervises a Student to carry out a research project to which these Terms apply ("Project");

"Student" an undergraduate student who undertakes a Project under the supervision of the Grantee and any co-applicant; and

"Institution" the university at which the Student is being supervised by the Grantee.

## Introduction

BSAVA PetSavers offers funding for an undergraduate Student vet, vet nurse or bioveterinary student to carry out a short research Project. Three grant rounds are held yearly, closing on 31<sup>st</sup> January, 30<sup>th</sup> April, and 31<sup>st</sup> August. A decision will be made whether to fund the application within 6 weeks of the cutoff date.

#### What the Grant Includes

Grants are awarded to Grantees and may fund the following:

- Contribution towards a stipend/pay for a Student working outside of term time under the supervision of a Grantee of £200 per week for a period of 6–10 weeks. This should typically be for a continuous period, but non-continuous blocks of time supported by valid reasoning will be considered.
- Consumables purchase support of up to £1200 per Project.
- An opportunity to practise presentation skills at BSAVA Congress. Each Student will be required to present a 12-minute presentation in a 'BSAVA PetSavers' student research stream' at BSAVA Congress. The aim of the stream is to support each Student in developing their research presentation skills. Given the limited time available, it is expected that some projects will have progressed more successfully than others. Therefore, abstracts will not undergo scientific review and will only be circulated to attendees at the stream rather than in Congress Proceedings. Presentations may include experiential as well as scientific elements depending upon how the Project has progressed.
- A travel bursary of up to £100 to support travel to BSAVA Congress.
- A Student ticket for the day of presentation at BSAVA Congress.

# 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 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 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. Grantees should be recognised experts in the field of the Project acting as academic supervisors at the university at which the Student is registered who in turn would appoint that Student to carry out the Project.
- 3. The Grantee must be based in the UK and the Project must be carried out wholly in the UK.
- **4.** The Grantee will be responsible for providing the Student's name and contact details to BSAVA PetSavers and will be solely responsible for obtaining the Student's consent for the provision of such personal data.
- **5.** The application should be made on the BSAVA PetSavers' Student 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
- **6.** The curriculum vitae of the Grantee and 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.



7. Applications are open all year with closing dates of 31<sup>st</sup> January, 30<sup>th</sup> April, and 31<sup>st</sup> August. In exceptional circumstances, at the discretion of the BSAVA PetSavers' Grant Awarding Committee, applications may be considered at other times.

**8.** The funding decision of the grant awarding committee is final. Feedback will be provided to unsuccessful applicants, but no other correspondence will be entered into.

9. The Project must be legal under English law.

## **10. 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' Grant Awarding Committee that the work described does not fall within the Animals (Scientific Procedures) Act 1986.

## 11. 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 act as Supervisor to the Student and must ensure that the Student receives appropriate levels of supervision and training to enable the Project to be completed within the timescale in the original application.
- d) 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.
- e) BSAVA PetSavers does not fund salaries or third-party costs for Student Research Projects either



directly or indirectly. When reviewing the costs of individual procedures, investigations or tests, the BSAVA PetSavers' Grant Awarding Committee understands that there may be justification for a contribution towards the time spent performing the procedure. Any contribution is on a strictly discretionary basis and is by way of supplemental grant.

## 12. 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 applicants should plan to complete the Project by the September after the grant has been awarded.
- d) The actual start date of the Project must be confirmed to BSAVA PetSavers prior to commencement together with the estimated duration.

## 13. Final Report

- a) Successful Grantees will agree to produce a short final report outlining the Project and its outcomes on a form available from our website. This should be completed by the Student in association with the Grantee. Please note the grant is paid in two instalments (Appendix 3) and the final payment will not be made until this report is received.
- b) Grantees and co-applicants may be contacted for up to 3 years after the final Project report has been received to request information about the impact of their Project findings and publication details.
- c) Applicants will not be permitted to apply for future BSAVA PetSavers' grants unless/until they have provided a Project report. There may also be a delay in the payment from BSAVA PetSavers 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. 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.



## 15. Publications and Publicity

- a) Each Grantee (and/or Student) must complete one article for **Companion** magazine during the period of their grant when requested by BSAVA PetSavers.
- b) Students are required to prepare a 12-minute talk for presentation at BSAVA Congress. Submissions of research abstracts should be made in the September after the grant has been awarded.
- c) 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 PetSaversfunded papers published in JSAP.
- d) Grantees must ensure that the BSAVA PetSavers' contribution to the funding of the research 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 xxxx)", as appropriate. Any variation to this wording must be approved in advance by BSAVA PetSavers.
- e) 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 the research. If there are any periods of delay, BSAVA PetSavers must be kept regularly informed of the precise position and the reasons.
- f) Please note that the grant must not be used to fund publication charges.
- g) Grantees may be asked to supply BSAVA PetSavers with materials for publicity and promotional purposes. Any Grantee or Student attending BSAVA Congress may be requested to spend a reasonable amount of time on the BSAVA PetSavers' stand to promote BSAVA PetSavers' work at such periods and on dates reasonably agreed by the Grantee/Student and BSAVA PetSavers.

# 16. BSAVA PetSavers 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, Students and others who have played a major role in the project will be invited to become members of the Alumni Group.

# 17. 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 13a. 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.

# 18. 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 the 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 18 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.

# **19. 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 at the time the Student takes up the award 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 a satisfactory final report (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, Woodrow House, 1 Telford Way, Waterwells Business Park, Quedgeley, Gloucester GL2 2AB or <u>finance@bsava.com</u>.
- 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 14a.
- 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) The first invoice must be received by BSAVA PetSavers within one year of the date of the grant being awarded and the second invoice should be received by BSAVA PetSavers within one year 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 validly invoiced within one year of the proposed completion date of the original grant 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.

# 20. Intellectual Property and Commercial Activities

a) BSAVA PetSavers is committed to advancing veterinary healthcare through its support for clinical research. As a charity, BSAVA 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. The Institution and Grantees should notify BSAVA PetSavers promptly in writing when Intellectual Property that it deems suitable for protection arises from the grant and take all reasonable steps to ensure that such Intellectual Property is protected and not published or otherwise disclosed publicly prior to protection (whilst at the same time ensuring that potential delays in publication are minimised). BSAVA PetSavers is always interested to hear about research that may stem from the findings obtained from Projects it has funded. Application 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 not be unreasonably withheld. Reasons why approval may be refused include, but are not limited to, where BSAVA PetSavers considers that the proposed commercial exploitation would run counter to its interests and charitable objectives. Any such approval will only be granted subject to the right to share all net revenue received from the exploitation of the arising Intellectual Property, taking into account the proportionate funding contributions of BSAVA PetSavers, the Institution and Grantees and other third party funders, in the proportion of sixty-seven percent (67%) to the Institution and thirty-three percent (33%) to BSAVA PetSavers.

For the purposes of this clause, "net revenue" shall mean the total gross revenue received from the exploitation of the arising Intellectual Property less: (i) patenting, legal, accounting, auditing and other costs relating to the protection, upkeeping and any relevant registration of that Intellectual Property; and (ii) marketing costs specific to the product/service that exploits that Intellectual Property.

b) BSAVA PetSavers shall have the right to audit the Grantee's relevant accounts and records upon prior reasonable written notice to confirm that there has been an appropriate benefit sharing made in relation to any such exploitation.

# 21. 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 either the Grantee or the Student:

- 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 and/or Student 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 21 b) or 21 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 Student does not complete the Project, a full written report of the Project to date must be provided by the Grantee and Student within 8 weeks of that Student ceasing work on the Project including the reasons for failure to complete the Project.



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 <u>Guide to Applying for a BSAVA PetSavers' Grant</u>.

#### Appendix 2

List of authorised representatives: Principal, Vice-Chancellor, Dean, Registrar, Secretary, Research Contracts Officer, Head of Department, 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 upon invoicing and provision of student details
- 25% of funding will be made available upon invoicing and receipt of a final report after completion of the Project