

TANDem grant funding: TERMS AND CONDITIONS

1. Administration of the Award

1.1 The award is based on the budget figures and forecasts outlined in the award financial schedule. be-TSC will not make any further payments or increase the value of the award to reflect any increase in costs. Any such increase is the sole responsibility of the Recipient.

1.2 No payment will be made until the Recipient has formally accepted the Award and the conditions under which the Award is made by countersigning and returning the award agreement to be-TSC.

1.3 Invoices should be sent to:

- By email: info@betsc.be
- By post to:
be-TSC v.z.w.
Kapenbergstraat 42
2640 Mortsel – Antwerpen
Belgium

1.4 Unless otherwise agreed, the project should commence within 90 days of the date of the award letter. If the deadline is not met, be-TSC may withdraw the offer of the Award and will be under no obligation, financial or otherwise, to the Recipient.

1.5 be-TSC will not be responsible for any overheads, or similar costs, not agreed in the budget forecast. be-TSC will not be responsible for any increase in the costs of the research (whether caused by increased consumable costs or otherwise).

2. Conduct of Research

2.1 The Recipient must ensure that, before the research commences and throughout the full award period, all the necessary legal and regulatory requirements relating to the conduct of the research and the facilities used for the research are met, and all the necessary licenses and approvals have been obtained.

2.2 The Recipient shall ensure that, at all relevant times during the performance of the Research, it has obtained any necessary or appropriate ethical approval for the Research including obtaining a sponsor where appropriate. For the avoidance of doubt, be-TSC will not act as sponsor.

be-TSC vzw – Kapenbergstraat 42 – 2640 Mortsel - Belgium
www.betsc.be – betscvzw@outlook.be
company number: 643.577.479 – bank account number: BE32 7370 4475 1702 (KBC bank)

2.3 The Recipient must inform be-TSC without delay:

- Any change to the status of the Recipient which might affect their ability to perform the Research or to comply with these Award Conditions;
- Any significant alteration to or divergence from the original aims and directions of the Research;
- If any of the principal award-holders transfers to an alternative research institution.

3. Scientific Integrity

3.1 In the rare event of scientific fraud occurring, the responsibility for investigation lies with the employing authority. If a case of scientific fraud is suspected in the course of the research then be-TSC should be notified and kept informed of further developments. At the initial stages of the enquiry be-TSC would not normally suspend the grant. However, if adequate steps are not taken to proceed with the investigation be-TSC will suspend the grant. If fraud is proven be-TSC will terminate the grant immediately.

4. Employment

4.1 be-TSC does not act as an employer with respect to the Award and expects that the employee will be issued with a contract by the employing institution in accordance to the Institution's normal practice.

4.2 The Recipient is solely responsible for all costs, taxes and expenses incurred by or in respect of all employees, staff, contractors, student or others engaged in performing the research.

4.3 be-TSC does not accept any liability as employers of any persons in respect of whom a grant may be made. Maternity leave, sick pay and redundancy agreements will be the responsibility of the employing institution. be-TSC should be informed as soon as possible of any leave of absence greater than one month so that the grant can be suspended until work is resumed.

5. Reporting

5.1 The Recipient shall submit:

- An "End of Award Activity Report" within 90 days of the end of the Research as defined by the award letter.
- Reports or metrics beyond the end of the study as defined by the award letter.

6. Equipment

- 6.1 The Recipient must ensure that equipment purchased with the award is appropriately insured and maintained, at the Recipient's cost, throughout its useful life.
- 6.2 Written permission from be-TSC must be obtained prior to transfer of the equipment to another institution, the hire, loan or disposal of the equipment.
- 6.3 be-TSC is not liable for any loss or damage to, or caused by the use or misuse of, equipment funded by be-TSC.

7. Publication and publicity

- 7.1 The Recipient must consult with be-TSC and the TAND consortium before making any comment in the press or issuing any press statements or other publicity material about the Award or the Research or the findings or outcome of the Research.
- 7.2 be-TSC and the TAND consortium encourage the publication and dissemination of the results of research that it funds even where the results prove negative or inconclusive. Before publication the Recipient shall provide be-TSC and the TAND consortium with a copy of any publication or oral or poster presentation arising from the award. Once accepted for publication, an embargoed copy of the research manuscript should be sent to info@tandconsortium.org.
- 7.3 To assist be-TSC and the TAND consortium in monitoring the outputs of activity to which it has contributed either wholly or in part, be-TSC's and the TAND consortium's contribution must be acknowledged in all publications.

8. Intellectual property rights and commercial activities

- 8.1 It will normally be appropriate for intellectual property to be owned by the institution that receives be-TSC's funding.
- 8.2 The Recipient shall develop and implement strategies and procedures for the identification, protection, management and exploitation of Arising Intellectual Property.
- 8.3 The Recipient shall promptly disclose the arising intellectual property to be-TSC and consult with be-TSC to decide whether the protection, management and exploitation of such arising intellectual property is an appropriate means of achieving the public benefit.
- 8.4 The Recipient must obtain the prior written consent of be-TSC before using, or authorising the use of, the Arising Intellectual Property for any commercial purpose. be-TSC is not obliged to grant consent, however this will not be unreasonably withheld,

and any consent given will be conditional upon the Recipient, as a minimum:

- Paying be-TSC a reasonable proportion of any revenue realised from any such commercial use;
- Accepting be-TSC's revenue and equity-sharing terms.

8.5 If the Recipient does not wish to protect, manage or exploit any arising intellectual property be-TSC may direct the Recipient to immediately transfer the arising intellectual property to Be-TSC

8.6 If the Recipient wishes to use any third party to carry out its obligations with respect to this intellectual property protection then it must provide details of the proposed third party to be-TSC.

9. Audit

9.1 be-TSC shall have the right to require from the Recipient, at any time, any financial information in respect of the Award or the activities it funds; and/or to ask for confirmation from the external auditors of the Recipient, that the external auditors have signed their opinion on the annual accounts of the Recipient without qualification; and the management letter from the auditors raises no matters that did or could significantly affect the administration of funds awarded.

10. Limitation of liability

10.1 be-TSC accepts no responsibility, financial or otherwise, for expenditure (or liabilities arising out of such expenditure) or liabilities arising out of the Research.

10.2 be-TSC will not indemnify the Recipient, any Award holder or any other person working on the Research (including employees, students, visiting fellows and subcontractors) against any claims for compensation or against any other claims (whether under any statute or regulation or at common law) for which the Recipient may be liable as an employer or otherwise or for which any such person may be liable.

10.3 The Recipient shall ensure that it has adequate and sufficient insurance in place and shall, at the request of be-TSC, provide evidence of payment of premiums.

11. Termination

11.1. be-TSC may terminate the award with immediate effect by giving notice in writing to

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the Recipient. In the event of early termination, the Recipient shall promptly return to be-TSC any part of the award that has not been allocated as at the date of termination.

11.2. be-TSC may terminate the award at any time. Reasons for termination may include, but are not limited to:

- Any material breach of the provisions of the Terms and Conditions,
- Evidence arising of unsatisfactory performance of services in respect of the post-holder's job-description and responsibilities,
- The post-holder in any way bringing into disrepute the name or reputation of be-TSC.

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