AFRICA RESEARCH EXCELLENCE FUND
Award Terms and Conditions

Definitions

Term	Definition
Application	Document(s) submitted by the PI in response to a call for applications.
AREF	Africa Research Excellence Fund
Award	The grant of funds made to the Investigator(s) consisting of monies payable to the Lead Research Organisation in accordance with and as set out in the Award Letter.
Award Letter	The letter confirming AREF's offer of the Award and setting out the funding available under the Award and any additional terms and conditions applicable to the Award.
Award Terms and Conditions	These terms and conditions together with any additional terms and conditions set out in the Award Letter.
Co-applicant	The organisation (other than LRO) that employs or is otherwise responsible for Investigators' activities under the Research. For clarity, a Co-applicant may receive part of the Award funding.
Collaborator	An individual or an organisation who contributes toward the Award but is not necessary for its execution. For clarity, a Collaborator usually does not receive any part of the Award funding.
Co-Investigator	A person who assists the PI in the management and leadership of the Research and is named as such in the Application.
Commercial Exploitation	Use of Results for any commercial purpose or any licence, sale, assignment, materials transfer or other transfer of the Results to a commercial/for-profit organisation.
Data Protection Regulations	(a) any law, statute, directive, legislative enactment, order, regulation, or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data to which a party is subject, including the Data Protection Act 2018 and the UK GDPR for as long as the same remains applicable law; and (b) any code of practice or guidance published by the Information Commissioner's Office from time to time.
Directly Incurred Costs of Research	Costs that are explicitly identifiable as arising from the conduct of the Research which are charged as the cash value actually spent and are supported by an audit record.
Fellowship	An Award made with the aim of supporting the development of a particular individual, known as the Fellow. The Fellow is the Principal Investigator on a Fellowship Award.
Final Technical Report	A report which the PI must provide at the end of the Award, detailing the outputs, outcomes and impacts of the project to date.

GDPR	General Data Protection Regulation (EU) 2016/679 and UK General Data Protection Regulation, on the protection of natural persons with regard to the processing of personal data.
Indirect Costs of Research	Non-specific costs arising from conduct of the Research, which are charged across all similar types of projects based on estimates. They include the costs of the Lead Research Organisation's administration such as personnel, finance, IT, legal, general laboratory, office consumables, library and some departmental services.
Investigator(s)	The PI and/or the Co-Investigator(s) and/or Sponsors and/or any other personnel (including employees, students, visiting workers) that work on the Research.
Intellectual Property (IP)	Any patents, utility models, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), semiconductor topography rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be awarded, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Lead Research Organisation (LRO)	The organisation to which the Award is provided, and which takes responsibility for the management of the Research and the accountability of the funding provided by AREF. For Fellowships an LRO may be the Fellow's employing organisation (EO) or host organisation (HO) where the Fellow is undertaking their placement.
Materials	Written materials, instructions, diagrams and technical information (some or all of which may bear AREF branding, get-up or trade dress or project specific names or branding, get-up or trade dress), for use in connection with the Research.
Principal Investigator (PI)	The person that submitted the Application to AREF for funding and is named as such on the Award Letter and has responsibility for intellectual leadership of the Research.
Research	The activities described in the Application and Award Letter.
Research Organisation	Any university, institution, research council or other organisation at which Award activities are carried out and/or to which Award monies are received
Results	Any and all information, data, techniques, know-how, results, inventions, discoveries, software and materials (regardless of the form or medium in which they are disclosed or stored) identified or first reduced to practice or writing or developed in the course of the Research, and any and all Intellectual Property pertaining to the foregoing.
Sponsor	A senior, experienced researcher who agrees to be a Fellow's advisor who takes responsibility for facilitating the Fellow's development as a researcher including accessing institutional resources.

1. How These Terms and Conditions apply

1.1 These terms and conditions relate to all activities conducted under or in connection with the Award, including use of all funds provided by the Africa Research Excellence Fund (AREF) under the Award and conduct of the Research and Commercial Exploitation activities. References in these terms and conditions to statutory provisions and guidance include any subsequent amendments or re-enactments.

2. Responsibilities of the Lead Research Organisation (LRO)

2.1 The LRO must ensure that the PI and all other Investigators are made aware of their responsibilities and that they observe the Award Terms and Conditions.

2.2 The LRO must ensure the PI takes responsibility for the intellectual leadership and the overall management of the Research.

2.3 The LRO shall ensure an agreement with the Co-Investigators, Sponsors or Collaborators, which enables fulfilment of the Research and the Award Terms and Conditions, is concluded within three months of the Research starting.

2.4 The LRO must ensure that the conduct of the Research complies with all relevant legislation and government regulation, including that introduced while work is in progress. This requirement includes approval or licence from any regulatory body that may be required before the Research can commence.

2.5 The LRO must provide (and ensure any Co-Investigators, or Sponsors provide) the infrastructure needed to carry out the Research, together with any specific contributions identified in the Application.

2.6 The LRO is encouraged to follow the principles, standards and good practice for the management of research staff set out in the 2008 Concordat to Support the Career Development of Researchers in respect of any Investigators supported by the Award (www.vitae.ac.uk/policy/concordat). It must ensure compliance with all relevant legislation and Government regulation.

2.7 The LRO is responsible for ensuring that equality, diversity and inclusion is considered and supported at all stages throughout its performance of any activities funded by the Award. The LRO is responsible for ensuring compliance with the terms of local equality regulations or guidelines, including any subsequent amendments introduced while the Research is in progress, in respect of its appointment of any Investigators.

2.8 The LRO is encouraged to create an environment in which public engagement is valued, recognised and supported and is encouraged to adopt the principles, standards and good practice as set out in the UK 2010 Concordat for Engaging the Public with Research (https://re.ukri.org/documents/hefce-documents/concordat-for-engaging-the-public-with-research/) or equivalent local regulations.

2.9 The LRO must integrate the Fellow within its research activities whilst ensuring that the Fellow is able to maintain independence and focus on conducting the Research.

2.10 During the period of the Award, the LRO must promptly notify AREF in writing of any change in its status, or that of the PI and the Co-Investigators, that might affect their eligibility to receive funding from AREF under the Award.

2.11 The LRO must ensure proper financial management and accountability of Award funds and that appropriate policies and procedures, and audit and control arrangements are in place, including those for monitoring and preventing fraud, tax evasion, bribery, breach of relevant financial sanctions laws, or any other improper practices.

2.12 The LRO must ensure that adequate business continuity plans are in place to ensure that operational interruptions to the Research are minimised.

2.13 The LRO must ensure that all requirements are met for Research involving patients, their organs, tissues

or data, and that the necessary arrangements are in place with partner organisations.

2.14 The LRO shall ensure the Research is undertaken with a view to safeguarding vulnerable groups (including children) impacted by the Research. The LRO shall without undue delay notify AREF of any safeguarding incidents, allegations or concerns arising from or relating to the Research

2.15 The LRO is responsible for ensuring that all clinicians involved in the Research are aware that they are individually responsible for maintaining appropriate cover of professional indemnity assurance. AREF will not meet the costs of such cover.

2.16 The LRO is responsible for ensuring any honorary clinical contracts (or local equivalent) required by clinical staff have been obtained prior to the start of the Research.

3. Research Governance

General Governance

3.1 It is the responsibility of the LRO to ensure that the Research is organised and undertaken within a framework of best practice that recognises the various factors that may influence or impact on the Research. Particular requirements are to ensure that all necessary permissions are obtained before the Research begins, and that there is clarity of role and responsibility among the PI, the Co-Investigators, Sponsors and any Collaborators. The Research must be conducted in accordance with the highest standards of scientific integrity and research methodology. The LRO should also ensure that Investigators follow the principles set out in the Global Code of Conduct for Research in Resource-Poor Settings (https://www.globalcodeofconduct.org/).

3.2 The LRO is responsible for ensuring that ethical issues relating to the Research are identified and brought to the attention of the relevant approval or regulatory body. Approval to undertake the Research must be in place before any work requiring approval begins. Ethical issues should be interpreted broadly and may encompass, among other things, relevant codes of practice, the involvement of human participants, tissue or data in research, the use of animals, research that may result in damage to the environment and the use of sensitive economic, social or personal data.

3.3 It is the responsibility of the LRO where research is being conducted collaboratively, and particularly within interdisciplinary or international partnerships, that there is a clear agreement on and articulation of the standards and frameworks that will apply to the work as set out in the Montreal Statement on Research Integrity in Cross-Boundary Research Collaborations (https://wcrif.org/guidance/montreal-statement).

3.4 The LRO must ensure that transfer of data or materials between the LRO and any other organisation to undertake the Research has obtained local and (as applicable) national approvals and a transfer agreement is in place.

Health and Safety

3.5 The LRO is responsible for ensuring that a safe working environment is provided for all individuals associated with a research project and must meet all regulatory and legislative requirements as recommended by the local health and safety authorities and will include appropriate care where researchers are working off-site or on placement. The LRO when acting as the host organisation (HO) for a Fellow should ensure that the Fellow has access to the necessary information to ensure their safety should an emergency situation occur.

3.6 AREF reserves the right to require the LRO to undertake a safety risk assessment in individual cases where AREF believes health and safety is an issue for any part of the Research, and to monitor and audit the actual arrangements made.

3.7 It is the responsibility of the LRO to ensure that appropriate insurance is obtained for any individual undertaking travel or fieldwork supported by the Award, including students. The LRO must also ensure that Investigators have access to the funds provided by the Award to support them while they are away from their normal place of employment.

3.8 Any individual undertaking travel or fieldwork supported by the Award is expected to comply with the LRO's guidelines on travel and safety, particularly for high risk countries. AREF will not be held liable for the health, safety and security of any individual undertaking travel supported by the Award.

Research Integrity, Misconduct and Conflicts of Interest

3.9 The LRO is required to have in place policies and procedures for governing good research practice and for investigating and reporting unacceptable research conduct. These should follow national principles and responsibilities for research integrity, if these are not available the principles and responsibilities set out in the Singapore Statement on Research Integrity, should be followed (https://wcrif.org/guidance/singapore-statement). In the UK, policies and procedures should meet the requirements set out in the Concordat to Support Research Integrity (2012) (https://www.universitiesuk.ac.uk/policy-and-analysis/reports/Documents/2012/the-concordat-to-support-research-integrity.pdf) and the Research Councils' Code of Conduct and Policy on the Governance of Good Research Conduct (2009).

3.10 The LRO must ensure that potential conflicts of interest in the Research are declared and subsequently managed.

Use of Animals in Research

3.11 The LRO must ensure that any part of the Research involving the use of animals complies at all times with the relevant laws and regulation of the host country. Research that involves the use of animals and that is conducted outside the UK should, at a minimum standard, be carried out in accordance with the principles of UK legislation.

3.12 Without limiting the generality of Section 3.11 and in relation to any part of the Research involving the use of animals in the UK, the provisions of the Animals (Scientific Procedures) Act 1986, and any amendments, must be observed and all necessary approvals and licenses must have been received before any Research work requiring such approvals and/or licenses takes place. All Awards are made on the absolute condition that no work which is controlled by the Act will begin until the necessary licences have been obtained from the Home Office.

3.13 Any recommendations arising from the peer review of the application with regards to animal use and communicated to the PI (whether in the Award Letter or other form or written or electronic communication) must be followed by the Investigators.

3.14 AREF supports the principles of the 3Rs (Replacement, Reduction and Refinement) which promote the development and dissemination of techniques that reduce, refine, or replace animal experiments, in relation to any part of the Research involving the use of animals. Investigators should follow the guidance set out in "Responsibility in the use of animals in bioscience research": https://www.nc3rs.org.uk/responsibility-use-animals-bioscience-research.

3.15 Where possible, and without limiting the generality of Section 3.9, the LRO must ensure Investigators adopt procedures and techniques that avoid the use of animals. Where this is not possible, the Research must be designed so that:

- The least sentient species with the appropriate physiology for the work are used.
- The number of animals used in an experiment must be the minimum sufficient to create adequate statistical power to answer the question posed.
- The severity of the procedures performed upon animals is kept to a minimum. The experiment

should be kept as short as possible, and anaesthesia/analgesia used to minimise pain where possible.

3.16 When animals are purchased from commercial suppliers for use in the Research, local suppliers should be used wherever possible to minimise the risk of suffering during transport.

3.17 All Research activities involving non-human primates are required, as a condition of AREF funding, to comply with the NC3Rs Guidelines: Primate accommodation, care and use.

3.18 The LRO must ensure that the Investigators report animal-based Research in accordance with the ARRIVE guidelines (http://www.nc3rs.org.uk/arrive-guidelines) as far as possible, taking into account the specific editorial policies of the journal concerned.

3.19 The LRO must ensure that any new procedure(s) arising from the Research, which is likely to support or implement the principles of the 3Rs, including procedures that replace the use of animals in research or testing, reduce the number of animals used in research or testing or refine animal use for such activities, is(are) promptly reported to AREF and disseminated through the usual channels to all those who might make use of the new procedure(s).

Mouse Strains

3.20 The LRO shall ensure the PI, Co-Investigators and Sponsors know they are encouraged to deposit mouse strains engineered or characterised using AREF funds in suitable public repositories to ensure they remain available to support further research.

Medical and Health Research

3.21 The LRO is responsible for managing and monitoring the conduct of medical and health aspect of the Research. The LRO must ensure there are effective and verifiable systems in place for managing research quality, progress and the safety and well-being of patients and other research participants involved in the Research. These systems must promote and maintain the relevant codes of practice and all relevant statutory review, authorisation and reporting requirements.

3.22 Significant developments must be assessed as the Research proceeds, especially those that affect safety and well-being of patients and other research participants involved in the Research, which should be reported to the appropriate authorities and to AREF. The LRO must take appropriate and timely action when significant problems associated with the Research are identified. This may include temporarily suspending or terminating the Research.

3.23 The LRO is responsible for managing and monitoring statutory requirements applicable to the Research for which it accepts responsibility, for example, in relation to legislation on clinical trials, use of human organs, tissues and data.

3.24 The LRO is responsible for ensuring that it follows all relevant national framework and guidelines when undertaking research involving human participants including social science research and meets local research ethics committee standards.

Human Participants in Research

3.25 Research involving human participants must be undertaken in accordance with international standards following the principles set out in the CIOMS 2016 International Ethical Guidelines for Health-related Research Involving Humans (https://cioms.ch/wp-content/uploads/2017/01/WEB-CIOMS-EthicalGuidelines.pdf), the Declaration of Helsinki (2013) on Ethical Principles For Medical Research Involving Human Subjects (www.wma.net/policies-post/wma-declaration-of-helsinki-ethical-principles-for-medical-research-involving-human-subjects/) and the Declaration of Taipei on Research on Health Databases, Big Data and Biobanks (https://www.wma.net/policies-post/wma-declaration-of-taipei-on-

ethical-considerations-regarding-health-databases-and-biobanks/),as well as following national policies and regulations. UK based investigators must also follow the MRC guidelines on Research involving human participants in developing societies (https://mrc.ukri.org/publications/browse/research-involving-human-participants-in-developing-societies/).

3.26 The LRO has absolute responsibility for ensuring that all Research involving human participants undertaken within another organisation or on another organisations premises, such as a factory, school or service establishment or healthcare facility, do not take place without the explicit approval and consent of each such human participant and the appropriate authority in advance.

3.27 Payments to healthy volunteers participating in clinical trials/studies that form (part of) the Research are allowable provided that the payment is for expense, time and inconvenience and is not at a level which would induce people to take part in such trials / studies against their better judgement. Further guidance on payments and incentives in research can be found at https://www.hra.nhs.uk/about-us/committees-and-services/nreap/ “Payments and incentives in Research” document.

3.28 Independent Research Ethics Committee (REC), or local equivalent, approval is required for any part of the Research that involves human participants (whether patients or healthy volunteers) or their medical/health records.

3.29 Approval must be obtained from the relevant authorities for research involving individual patient data, where the patient's consent will not be obtained.

3.30 In the case of social science aspects of the Research, the LRO should ensure that the Research is subject to appropriate ethics review.

3.31 The LRO (via the PI) must notify AREF if amendments to the Research are required by a regulator or a REC and such amendments will substantially affect the research question, methodology or cost show in the Application and/or previously approved by AREF.

3.32 Any serious incident arising in the course of the Research that has been approved by a REC must be reported immediately to AREF, as well as to the REC. The Research must be suspended until the REC has decided whether it may be continued or should be abandoned.

Medical Records

3.33 When the Research involves the use of medical/health records the LRO must ensure the Investigators involved in such work act in accordance with all applicable laws, guidance and requirements.

3.34 The LRO must ensure all Investigators handling personal data for the purposes of the Research have clearly established obligations to maintain confidentiality (e.g. formalised within a policy written by their respective employing organisation or through professional codes of conduct) and have received training in accordance with institutional and national requirements.

3.35 The LRO must ensure that all healthcare facilities involved in the Research routinely inform patients that medical information collected in the course of/for the Research may be used in research statistics, etc. and should give patients who wish to discuss any concerns an opportunity to do.

3.36 Identifiable data collected/obtained from patients must not be used in the Research if a patient has made clear that they do not wish it to be.

Research Involving Human Tissue, Stem Cells, Genetic Modification, Controlled Drugs, Dangerous Pathogens

3.37 Where the Research involves:

- the removal, use or storage of human tissue,
- the use of human tissues and cells to treat patients (human application),

- use of human foetal tissue, or non-foetal products of conception (i.e. amniotic fluids, umbilical cord, placenta or membranes),
- procedures for the removal of human tissue at post-mortem examination,
- human stem cell lines (both embryonic and adult),
- human embryonic stem cells,
- genetic modification of organisms,
- drugs controlled under local legislation,
- use of dangerous pathogens,

The LRO must ensure, as specified in the relevant legislation, investigators comply with the appropriate legislation, follow the relevant standards, guidance and Codes of Practice and hold all relevant licenses, accreditations and approvals.

3.38 Where no relevant national or international standards, guidance and Codes of Practice are available the LRO should follow the relevant UK standards, guidance and Codes of Practice.

3.39 The LRO must ensure the Investigators involved in human embryonic stem cell research in the UK:

- deposit a sample of every human embryonic stem cell line derived through the Award in the UK Stem Cell Bank; applications to deposit or access banked stem cell lines must be approved by the Steering Committee for the UK Stem Cell Bank and for the Use of Stem Cell Lines (https://www.ukri.org/councils/mrc/guidance-for-applicants/policies-and-guidance-for-researchers/uk-stem-cell-bank-steering-committee/)
- not pass samples of human embryonic stem cell lines to third parties other than those approved by the Steering Committee for the UK Stem Cell Bank and for the Use of Stem Cell Lines and/or the HFEA;
- not take human embryonic stem cell lines out of the UK unless approved by the Steering Committee for the UK Stem Cell Bank and for the Use of Stem Cell Lines and/or the HFEA;
- researchers from outside the UK wishing to conduct human embryonic stem cell research in the UK must provide a written statement from their home institution, outlining that as the employer of the visiting worker they take on the responsibilities of ensuring their employee works to and complies with the requirements of the UK Governance landscape, set out in the UK Code of Practice;
- send copies of publications reporting results of such Research to the UK Stem Cell Bank, and agree that the UK Stem Cell Bank may post summaries of published results on their web site; and
- assist AREF and the UK Stem Cell Bank, on request, with public engagement activities.

3.40 The LRO must ensure Research involving genetic modification of organisms is registered and conducted in accordance the relevant local legislation. Where Research involving genetic modification of organisms is conducted in the United Kingdom, the LRO must ensure that the Research is registered with the Health & Safety Executive (HSE), as well as ensuring the Investigators involved in such work undertake risk assessment and seek consent where appropriate (in accordance with The Genetically Modified Organisms (Contained Use) Regulation 2014).

4. Managing the award

Use of Funds

4.1 Subject to the following conditions, Award funds may be deployed to meet eligible costs of the Research, without reference to AREF, in such a manner as to best carry out the Research.

4.2 AREF will only meet the full Directly Incurred Costs of the Research at non-African Research Organisations. Award funds cannot be used to support the Indirect Costs of the Research or any other indirect/overhead costs at these Research Organisations. For applications made after June 2021, African Research Organisations can request Indirect costs at a rate of 10% of Directly Incurred Costs on the understanding that provision for indirect costs is not available elsewhere.

4.3 Award funds are provided for the specific Research and cannot be used to meet costs of any activity that will fall beyond the scope of the Research or the actual end date of the Award, e.g. when travel falls after the end of the Award, the costs cannot be charged to the Award even if tickets etc. have been purchased in advance.

4.4 Air travel paid in whole or in part with Award funds should not exceed the standard class airfare (economy or equivalent).

4.5 AREF must be informed immediately there is a significant change to the scope or management of the Research, or if there are any factors that may adversely affect the Research or compliance with the Award Terms and Conditions. This includes: a) suspicion of or actual fraud, corruption, breach of relevant financial sanctions laws or financial impropriety; b) any change to the LRO or Co-applicant status including if the organisation goes into administration, receivership, liquidation or bankruptcy; c).or the PI's status, or the status of any other Investigator (if you have been informed), including suspension from duty or dismissal due to research misconduct, bullying or harassment.

4.6 The LRO, PI, Co-Investigators or Sponsors must not accept (and must not have accepted) any third-party funding for the project, without consulting AREF.

Award Acceptance Procedures

4.7 The process for accepting an Award consists of two separate steps. The LRO must review and approve the Award, including the Award Terms and Conditions and the funding schedule set out in the Award Letter, within 10 working days of receipt of the Award Letter.

4.8 The LRO must then formally accept the Award by completing and returning the Award Acceptance Form (provided with the Award Letter) within 10 working days of receipt of the Award Letter. AREF may withdraw the offer of the Award if a completed Award Acceptance Form is not received from the LRO within this timeframe.

Research Starting Procedures

4.9 The Research may start up to six months after the scheduled start date stated in the Award Letter. The start date of the Award is normally considered to be not later than the date of appointment of the first Investigator employed through the Award or the start of a Fellowship placement or Fellowship preplacement activities. AREF may withdraw the Award if the Research has not started within six months of the scheduled start date stated in the Award Letter.

4.10 AREF must be notified of any changes to the Research start date. Permission must be requested for delays to the start of the Research beyond six months of the scheduled start date notified in the Award Letter.

4.11 AREF must be consulted in the event of any major change in or delay to the Research, including any delay or failure to gain access to any necessary research facilities and/or services, or to gain necessary ethical committee or other regulatory approval for the Research, particularly those which make it unlikely that the objectives of the Research can be achieved within the expected period of the Award. If appropriate, AREF may require submission of proposals for a revised Research plan. In the event submission of such a revised Research plan is required, AREF reserves the right to make a new Award in place of the existing Award, or to revise, retain or terminate the existing Award.

4.12 It is the responsibility of the LRO to manage the resources on the Award, including the Investigators, and

AREF need not be consulted if staffing levels funded under the Award are changed subject to Section 4.13.

Transfers of Funds between Fund Headings

4.13 Subject to Section 4.12, The LRO may increase the funds within individual budget headings set out in the Award Letter by transfer from another budget heading, with the exception of Indirect costs (where awarded) and equipment funding which is not transferable, without prior approval. Funds can only be transferred and used to meet the cost of activity or activities that meet the agreed aims and objectives of the Research.

4.14 Approval by AREF for such budget transfers, where they exceed 20% of the total amount awarded for a particular budget heading, must be sought prior to the transfer. Justification should also be provided in the Final Expenditure Statement (FES).

4.15 AREF reserves the right to query any expenditure outlined in the FES which has not been incurred in line with the Award Terms and Conditions.

Extensions

4.16 After acceptance of the Award, the duration of the Award may be extended at no additional cost by an overall total of up to 12 months, subject to prior written approval of AREF. Extensions will be allowed where they are necessary to enable Research work to be completed following delays due to:

- Breaks or delays in the appointment of Investigators
- Parental, approved sick leave, or other special leave of PI or Co-Investigator
- Extended jury service of PI or Co-Investigator or Investigators
- Changes from full-time to part-time working of PI or Co-Investigator
- Interruptions to travel and working conditions due to national, regional or global events.

4.17 In the case of other exceptional circumstances, the duration of the Award may be extended at the discretion of AREF. Extensions will be limited to the additional time needed to complete the Research. Any request for an extension must state the reasons for the delay and explain how the extra time requested will enable the remaining work to be completed.

4.18 AREF will not meet the additional costs associated with the absence of Investigators due to sickness, injury, or parental leave. The LRO, as the employing organisation, is expected to meet these costs should they arise.

Employment of Investigators

4.19 AREF does not act as an employer with respect to Investigators funded or otherwise supported through the Award. The LRO (or where applicable, each Co-applicant) must assume full responsibility for Investigators funded or otherwise supported through the Award and, in consequence, accept all duties owed to and responsibilities for those personnel, including, without limitation, their terms and conditions of employment and their training and supervision, arising from the employer/employee relationship.

4.20 The LRO must ensure all new Investigators whose employment is funded or otherwise supported through the Award are provided with a statement, at the outset of their employment, setting out the provisions for career management and development, including personal skills training, and ensure that they have access to appropriate training opportunities.

4.21 New Investigators funded or otherwise supported through the Award must be appointed on terms that are no less favourable than those of comparable posts in (as applicable) the LRO or Co-applicant. Investigators funded or otherwise supported through the Award must not call themselves AREF Fellows,

unless the Award Letter describes the Award as a Fellowship and the Investigator is the named Principal Investigator.

4.22 AREF will not meet the costs to the employer of Investigator absence due to sickness, injury, maternity, paternity or adoption leave. AREF expects that the employer of such personnel will meet these costs from its own resources should they arise.

4.23 Provided it is related to the Research on which they are currently working, Investigators may, during normal working hours, undertake academic and other non-commercial activities, which are commensurate with their appointment and/or skills and experience, for up to an average of 6 hours a week (pro rata for part-time staff) calculated over the period that they are supported on the Award. For clarity, such activities shall include teaching and demonstrating work, including associated training, preparatory, marking and examination duties.

Procurement within the award

4.24 The Procurement of equipment, consumables and services, including maintenance, for the Research must comply with all relevant legislation and (as applicable) the LRO's and/or Co-applicant's own financial policy and procedures. Accepted procurement best practice in the higher education sector must be observed. For all equipment and services where the contract value is more than £25,000, excluding VAT, professionally qualified procurement staff must be consulted before the procurement process begins and, where appropriate, at the market research stage, and must approve the order/contract before it is placed with a supplier.

Carbon Offsetting

4.25 AREF supports reducing the carbon footprint of Research where possible. This includes the carbon footprint of travel necessary for carrying out the Research funded by the Award. The PI should ensure that:

- Investigators follow the LRO carbon offsetting policy, where applicable
- Investigators must calculate the carbon footprint of their travel (for example using the International Civil Aviation Organization Carbon Emissions Calculator) and notify AREF on the completion of their award in their final report. AREF will then offset this travel using its own carbon offsetting provider. AREF will cover the carbon offsetting costs and these do not have to be funded by the Award.

4.26 If an Investigator chooses to travel by a low-carbon option which is more expensive (for example a train journey rather than airplane), AREF will meet these costs where costs are reasonable: i.e. justifiable, proportional and documented, and a reasonable use of the charitable funds supporting the Award.

Equipment Use

4.27 Equipment purchased from Award funds (Equipment) is primarily for use on the Research and belongs to the LRO that purchased the same. In certain circumstances AREF may wish to retain ownership of the Equipment throughout the period of the Award and possibly beyond. In such cases, the Award Letter will specify this additional condition.

4.28 AREF must be informed if, during the period of the Award, the need for the Equipment diminishes substantially or it is not used for the purpose for which it was funded. AREF reserves the right to determine the disposal of such Equipment and to claim the proceeds of any sale. Any proposal to transfer ownership of the Equipment during the period of the Award is subject to prior approval by AREF. After the Research has ended, the LRO is free to use the Equipment without reference to AREF but it is nevertheless expected to maintain it and make it available for research purposes, as long as is practicable.

4.29 Any proposal to purchase an item of Equipment over the value of £10,000 in the last six months of the Award is subject to prior written approval. AREF will wish to be assured that the item of Equipment is essential to completion of the Research.

4.30 Equipment funding is ring-fenced and transfers into and out of the equipment budget headings shown on the Award Letter is not permitted.

4.31 Where there is spare capacity in the use of the Equipment during the period of the Award; it is expected that this Equipment will to be made available to other users. Priority should be given to research supported by AREF.

Transfer of the Award

4.32 Transfer to another LRO: The LRO must notify AREF if the PI intends to transfer to another organisation. If this organisation is eligible to receive funding from AREF and is able to provide a suitable environment to enable the Research to be successfully completed, the expectation is that the Award would be transferred with the PI and such new organisation will become the LRO.

4.33 Written agreement to this transfer envisaged by Section 4.32 is required from both the relinquishing and receiving organisations. AREF will wish to be assured that satisfactory arrangements have been agreed that will enable the Research to be undertaken, or to continue in accordance with its objectives. If suitable arrangements cannot be agreed, AREF will consider withdrawing its offer of support or terminating the Award.

4.34 Depending on the location of the new LRO appropriate due diligence will be carried out to ensure that the new LRO has in place appropriate governance, financial management and research management structures, policies and procedures to be able to manage the Award in accordance with the Award Terms and Conditions.

4.35 Where there is a basis for continuing involvement in the Research by the relinquishing organisation, agreement should be reached between both the relinquishing and receiving organisations on the apportionment of remaining Research work and responsibilities, and the distribution of related Award funding. Awards will not be re-budgeted following transfer. The unspent balance of the Award received by the relinquishing organisation will be transferred to the receiving organisation. The receiving organisation will be required to confirm, by return of a Award Acceptance Letter, that it will provide any additional resources needed to complete the Research.

4.36 Written approval must be obtained from AREF of transfer of the Award before any expenditure of Award funding is incurred at the new LRO.

4.37 Transfer of PI: The LRO must consult AREF if it wishes to change the PI, for example, following retirement or resignation or other incapacity of the then current PI to fulfil his/her duties in accordance with the Award Terms and Conditions. Where the PI is transferring to another organisation eligible to receive funding from AREF, the provisions of Section 4.32 will apply. In other circumstances, the LRO may nominate a replacement PI. AREF will seek to be assured that the replacement meets the eligibility criteria for PI and has the expertise and experience to lead the Research to a successful conclusion, in accordance with its objectives and the Award Terms and Conditions.

4.38 Where the Award is specified in the Award Letter as a Fellowship, this is awarded on the basis of the named individual's suitability to undertake and benefit from the period of research. Therefore, changes to the PI for such Awards are not permitted. The resignation of the Fellow, or the termination of their employment, constitutes the end of the Award for the purpose of submitting a final report and AREF's financial liabilities.

Lapse in Research

4.39 Awards can be placed on hold for up to one year, with prior permission of AREF, for example to respond

to a period of parental leave, or if there is a reason for delaying the start of the Research beyond six months after the notified start date. Awards that have lapsed or been on hold for longer than 12 months may be withdrawn.

4.40 Awards cannot be placed on hold where any Investigator or other member of staff continues to be funded through the Award.

4.41 Requests to place the Award on hold must be made by the LRO either prior to the event or as soon as possible after the corresponding event. No invoices will be paid under an Award during any period when the Award is placed into abeyance/hold.

5. Award Expenditure

General

5.1 Awards are cash limited and will not be supplemented to meet any additional costs.

5.2 Payment terms for the Award are detailed in the Award Letter. The LRO must ensure expenditure is properly incurred in respect of the Research and maybe subject to any reasonable explanations that AREF may require.

5.3 Where payments are made in arrears, expenditure must be reclaimed within six months of being incurred and AREF reserves the right to refuse to pay any part of any expenditure which is not claimed within this timeframe. To secure reimbursement of approved Equipment costs, copies of invoices must be included with the claim form.

5.4 Where payments are made in advance, documentation of expenditure must be provided before subsequent payments are made and no more than six months from being incurred. AREF reserves the right to refuse to make any additional payments if the documentation is not provided within this timeframe. To secure reimbursement of approved Equipment costs, copies of invoices must be included with the expenditure form. The LRO is required to inform AREF immediately if funds cannot be used within three months of receipt thereof and a return of funds is to be arranged if applicable.

5.5 The LRO must complete and return a final expenditure statement (FES) within three months of the end date of the Award or the end of the placement where the LRO is the host organisation (HO) for a Fellowship placement. In the FES, the LRO will be expected to record the actual sums spent and provide explanations for any significant variances (greater than 20%) from the awarded levels according to each budget heading. Once the FES has been received and the expenditure incurred has been reconciled against payments made, it will be considered as final.

5.6 Where payments are made in advance, following submission of the FES the LRO must return any unspent funds to AREF within three months. All refunds must be provided in GBP.

5.7 AREF reserves the right to require the LRO to complete and submit an interim statement of expenditure at any time during the course of the Award, and/or to provide supplementary information in support of an interim or final expenditure statement.

5.8 Awards are denominated in GBP and all invoices for expenditure should be submitted in GBP. Where this requires an expenditure statement to be translated from the functional currency of the LRO into GBP, it should be translated at the closing exchange rate on the last working day before the date of the invoice The closing exchange rate should be taken from www.xe.com and a screenshot showing the conversion rate should be submitted attached to the expenditure statement.

5.9 Payment of invoices will be made in GBP equal to the amount on the invoice submitted. Where an LRO has provided details of a bank account denominated in a currency other than GBP, the payment will be converted into local currency at the transaction rate supplied by the clearing bank.

Audit and Inspection

5.10 The control of the expenditure of Award funding must be governed by the normal standards and procedures of (as applicable) the LRO or Co-applicant and must be covered by the formal audit arrangements that exist in the (as applicable) LRO or Co-applicant. AREF reserves the right, at its discretion and expense, to commission an audit of the expenditure of Award funding and/or systems used by the (as applicable) LRO or Co-applicant to administer the Award funding.

5.11 The (as applicable) LRO or Co-applicant must maintain a separate accounting record specific to the Award and all costs and expenditure properly incurred by that organisation relating to the Award should be accounted for through that record.

5.12 AREF reserves the right to have reasonable access to inspect the records and financial procedures associated with the Award or to appoint any other body or individual for the purpose of such inspection. The (as applicable) LRO or Co-applicant must, if required, provide a statement of account for the Award, independently examined by an auditor who is a member of a recognised professional body, certifying that the expenditure has been incurred in accordance with the Award Terms and Conditions.

5.13 The LRO or Co-applicant must keep all invoices, receipts, accounts and other relevant documents relating to the Award in accordance with its data retention policy, and at a minimum for three years after the Award end date and provide these to AREF if requested.

6. Protection and Exploitation

6.1 As a charity funded by donations, AREF is under an obligation to ensure that results of the Research (the Results) are applied for the public good.

6.2 It is the responsibility of the LRO and all engaged in the Research, to make every reasonable effort to ensure that the Results, whether protected by Intellectual Property rights or not, are used to the benefit of society and with the ultimate aim of improving human health.

6.3 The LRO must follow reasonable procedures for the identification, protection, management and commercialisation of the Results. It is expected that the LRO will follow its own Intellectual Property and Commercial Exploitation Policy (or equivalent).

6.4 LRO must promptly respond to requests to provide AREF with assurance that appropriate systems and capabilities are in place to protect and manage exploitation of the Results. The LRO will ensure that PI promptly responds to requests from AREF for information about exploitation outputs and outcomes from the Research.

6.5 The LRO may allow third parties who provide access to proprietary materials (including background IP) essential to the conduct of the Award activities and which cannot reasonably be obtained from another source to own, co-own or have rights to use the Results arising directly from the use of such materials. The LRO must ensure that the arrangements in place with third parties only grant rights which are reasonably proportionate to their contribution and do not unreasonably restrict or delay the publication of the Results.

6.6 When commercialising Results, the LRO must prioritise the delivery of public benefit with no excessive private or personal benefit(s). The LRO must also: i) obtain AREF's written consent (not to be unreasonably withheld) before beginning commercialisation; ii) report fully on the commercialisation activities; and, iii) enter into a revenue and equity sharing agreement with AREF as consideration for AREF's consent to commercialisation. If the LRO does not protect, manage or commercialise Results to AREF's reasonable satisfaction, then AREF will have the right by giving six months' written notice to protect, manage and commercialise the Results on the LRO's behalf. AREF may exercise this right sooner where AREF reasonably considers that the opportunity to protect, manage or commercialise the Results for the public benefit could be lost if more immediate action is not taken. The LRO must obtain

AREF's prior written approval before using any third party not wholly owned or controlled by the LRO to carry out its obligations under this condition

Use of Materials provided by AREF

6.7 AREF may provide the LRO and/or Investigators with Materials in connection with the Research. All IP rights in and to those Materials are, and shall remain, in the ownership of AREF.

6.8 In order for the LRO and/or Investigators to use the Materials for the purposes of the implementation of the funded project (the 'Permitted Purpose'), AREF grants to the LRO a non-exclusive, non-transferable, personal right to use the Materials for the Permitted Purpose.

6.9 The Permitted Purpose expressly excludes the following uses:

- Copying, reproducing, modifying, adapting, editing, distributing, selling, licensing, or disclosing (in each case whether or not for charge) or in any way commercially exploiting any part of the Materials.
- Permitting any use of the Materials in any manner by any third party (including permitting use in connection with any service to third parties or making any Materials (or any part) available to any third party or allowing or permitting a third party to do any of the foregoing).
- Combining, merging or otherwise permitting any Materials to become incorporated in any service, or arranging or creating derivative works based on them.

6.10 Except for the rights expressly granted in these Award Terms and Conditions, the LRO and/or Investigators shall not acquire in any way any title, rights of ownership, or intellectual property rights of whatever nature in the Material and no IP rights of either party are transferred or licensed as a result of these Terms and Conditions.

6.11 Any identifiable and original idea or concept presented by AREF to the LRO and/or Investigators in relation to the Research, whether or not incorporated into the Materials, shall be available only for such Research and shall not be used by the LRO and/or Investigators for any other purposes whatsoever without the AREF's express prior written approval. The ideas and concepts presented to the LRO and/or Investigators shall remain strictly confidential and shall not be used in any way, including communication to any third party, without AREF's prior written approval.

7. Reporting on the Outcomes of Awards

General

7.1 AREF collects information on the outputs and outcomes of its funding. The LRO must ensure the PI submits reports as requested by AREF and outlined in the Award letter.

7.2 Interim reports may be required and the PI will be notified of these as necessary. The LRO must ensure the PI submits the required interim report within three months of receiving such request.

7.3 AREF requires submission of a final technical report (FTR) at the end of the Research. The LRO must ensure the PI submits the required FTR within three months of the end of the Award and on the form provided. AREF will not release final payment of the Award until after the FTR is received in a form acceptable to AREF.

7.4 AREF expects full compliance with interim, annual and final reporting requirements set out in this Section 7; the LRO must ensure that the reports and information is provided in accordance with this Section 7 and the guidance/forms provided by AREF.

Reporting and Sanctions

7.5 AREF reserves the right to impose financial sanctions including the right to revoke the Award and to claim back the money paid out where it identifies areas of non-compliance to the Award Terms and Conditions.

7.6 If an FTR or the FES is not received within three months of the end date of the Award, the final invoice will not be paid until this information is received. All payments made throughout the Award may be recovered if the FTR and/or FES is not received within six months of the end of the Award.

8. Publications and Publicity

Publication and Acknowledgment of Support

8.1 The LRO must ensure the PI and/or the Co-Investigators and/or Sponsors and/or other Investigators, subject to the procedures laid down by (as applicable) the LRO, Co-applicants and/or Collaborators, publishes and/or otherwise publicly presents the Results in accordance with normal academic practice. The LRO shall ensure the support received from AREF is acknowledged (and where possible include AREF's logo) in all publications, oral or written reports, posters, presentations and other forms of media communication, including media appearances, press releases and conferences, and information posted on websites that relate to the Research or otherwise report the Results. Without limiting Section 8.3, the Research and the Results should formally be described as "funded by an award from the Africa Research Excellence Fund".

8.2 The LRO must ensure the PI contacts AREF before the PI or any other Investigators make any public announcements regarding the Research or the Results.

8.3 Publications in scientific/medical journals reporting the Results should acknowledge the funding source using the journal's standard format and with AREF's full name stated, and the Award Reference number where possible. Award funds may be used to cover the costs of such publications.

8.4 AREF is committed to ensuring the published Results are made available as broadly as possible. Open access publishing is an important means of maximising the impact of the Research, and the Investigators are encouraged to publish the Results in an open access environment.

8.5 At the time the Application was accepted for funding, the PI provided a non-confidential publishable abstract about the proposed Research. The LRO acknowledges and agrees such abstract may be published on AREF's website. The LRO further acknowledges and agrees that AREF will aim to publicise the Award and that AREF will consult with the PI and the LRO when preparing any publicity material required for that purpose.

Participation in fundraising activities

8.6 The LRO acknowledges and agrees AREF may use data or other material on the Research that it receives in accordance with the Award Terms and Conditions for fundraising or publicity purposes. AREF agrees to consult with the PI before publicly disclosing such information/data in order to ensure publication or protection of the IP is not jeopardized.

8.7 The LRO shall ensure the PI helps promote AREF and its charitable aims by complying with all reasonable requests in relation to AREF's publicity, research engagement and fund-raising, including requests to attend or speak at events and provide help with images and copy for publications.

8.8 Where AREF is the largest or most significant contributing funder to the Research, it reserves the right to lead on publicity in relation to the Research.

8.9 The LRO must comply with, and must ensure the Co-applicants, Collaborators, Investigators and Sponsors comply with, any guidelines provided by AREF for branding, communications and other public

engagement in relation to the Research.

8.10 The LRO must ensure the PI and Co-Investigators actively communicate details of the Research (including the Results) to the public at both local and national level and to raise awareness of the role of science and research in any related issues of public interest.

Gifts

8.11 AREF shall have absolute right of any legacy, donation or gift to or in the name of, AREF, irrespective of whether such legacy, donation or gift could be construed to have arisen from publication of the Results or the participation of the LRO, Collaborators and/or Investigators in any activity set out in Section 8, and such right shall extend beyond the term of the Award without time limitation.

9. Data protection

9.1 AREF will use personal information provided in connection with the Award, including in the Application and in any interim and final report, for: (i) processing the Application, (ii) implementing and monitoring the Award, including processing and payment of any consequential funding, (iii) monitoring and reviewing the Research, Results and Commercial Exploitation in accordance with the Award Terms and Conditions, (iv) maintenance and review of AREF funds and (v) communicating with AREF's funders. This may include but is not limited to:

- Preparation of material for use by referees and peer review panels;
- Administration, investigation and review of applications;
- Statistical analysis in relation to the evaluation of research and the study of trends; and
- Policy and strategy studies.

9.2 To meet AREF's obligations for public accountability and the dissemination of information, details of the Award, including those named on the Application, may also be made available on AREF's website and other publicly available databases, and in reports, documents and mailing lists.

9.3 All personal data submitted to or otherwise collected by AREF in the Application or during the Award will be handled in accordance with Data Protection Regulations.

10. Disclaimer

10.1 AREF accepts no liability, financial or otherwise, for expenditure or liability arising from the Research or from the use and/or Commercial Exploitation of Results, except as set out in the Award Terms and Conditions, or otherwise agreed in writing.

10.2 AREF will not indemnify the LRO, Co-applicant(s), Collaborator(s), any Investigator(s), Sponsors or any other person working on the Research against any claims for compensation or against any other claims (whether under any stature of regulation or a common law) for which (as applicable) the LRO, Co-applicant, Collaborator, Investigator or other person may be liable as an employer or otherwise for which any such person may be liable.

10.3 Where any part of the Research is carried out in a healthcare facility, the facility has a duty of care to its patients. AREF does not accept liability for any failure in the facility's duty of care, or any negligence on the part of its employees.

10.4 AREF reserves the right to terminate the Award at any time, subject to reasonable notice and to any payment that may be necessary to cover outstanding and unavoidable commitments incurred before the date of such notice.

10.5 Irrespective of whether the Award continues until end of the period shown in Award Letter or is terminated

early and/or is otherwise reduced in value, no liability for payment or redundancy or any other compensatory payment for the dismissal of staff funded (whether in whole or in part) by the Award will be accepted, but, negotiations will be held between AREF and the LRO with regard to: (i) other contractual commitments affected by such early termination or reduction in value; and (ii) concerning the disposal of assets acquired under the Award.

11. Status

11.1 The Award Terms and Conditions will be governed by the laws of England and Wales; all matters relating to the Award Terms and Conditions will be subject to the exclusive jurisdiction of the courts of England and Wales. If any provision of the Award Terms and Conditions is found by a court or other legitimate body to be illegal, invalid or unreasonable, it will not affect the remaining terms and conditions which will continue in force.

11.2 These terms and conditions, together with any additional conditions set out in the Award Letter; contain the whole agreement between AREF and the LRO in relation to the stated Award. In the event of any conflict between these terms and conditions and any additional terms and conditions set out in the Award Letter, the latter shall prevail. In the event of any conflict between the Application and the Award Terms and Conditions, the latter will prevail.

11.3 AREF and the LRO do not intend that any of the Award Terms and Conditions should be enforceable by any third party.

11.4 AREF reserves the right to vary these terms and conditions from time-to-time by posting such variation on its website.