

Over-riding principles MRC Centres of Research Excellence

| Version | Date Implemented | Changes |
|---------|------------------|--|
| 1.0 | 07/05/2023 | |
| 1.1 | 05/03/2024 | AC 2.3 (a) Inclusion of "the Chair and" in second sentence. |
| | | AC 2.3(b) Amend "shall have the right to attend" to "will attend". |
| | | AC 2.6 Inclusion of "other organisations". Inclusion of "This shall apply to Research Organisations, or other organisations named in the original application and partnerships established post award". |
| | | AC 2.19 New clause. |
| | | AC 4.2 Inclusion of "where" and "will". |
| | | AC 7.4 Amend "You will comply with allover the life of the award" to |
| | | "You will comply with all MRC/UKRI reporting requirements, as well as those specific for the MRC CoRE monitoring and assurance policy in operation from time to time to include reporting into Researchfish (or any other system that may be implemented for the collection of data on the outputs and impacts of research) and any ad-hoc requests, such as but not limited to research culture and training, that We may need to make of You over the life of the award" |
| | | AC14.3 New clause. |
| 1.2 | 23/09/24 | Over-riding principles MRC Centres of Research Excellence. Inclusion of "We reserve the right to vary these MRC Centres of Research Excellence additional terms and conditions." |
| | | AC 2.2 Inclusion of "identified in the application". |

| AC2.5 Inclusion of ",in accordance with the "Duties and responsibilities of the Director and Leadership Team of the MRC CoRE" as set out below". Amend "accountable jointly to Us and You" to "responsible". |
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| AC 2.15 Amend "immediately on demand" to "within 30 days of notice". Inclusion of "For the purposes of this AC 2.15 members of the MRC CoRE are defined as individuals contracted by You or your partners to deliver the MRC CoRE objectives.". |
| AC 13.3.2 Inclusion of "and You fail to remedy that breach (where capable of remedy) within 30 days of being given notice of the breach or, where the parties (acting reasonably) agree a plan to address the impact, and prevent the occurrence, of the breach before this deadline, 90 days from the agreed date by which You must rectify the breach". |
| AC 13.3.7 Clause removed. |

Over-riding principles MRC Centres of Research Excellence

Additional conditions under which We establish and jointly fund the MRC Centre of Research Excellence ("**CoRE**") as an identifiable integrated research entity. The MRC CoRE operates in and is managed by Your organisation. You accept the stated responsibilities for the MRC CoRE and You agree to support the MRC CoRE to deliver its challenge-led mission.

We award this MRC CoRE Grant for a provisional term of fourteen years, with an initial period of seven years and continuation for the remainder subject to a successful mid-term review at the end of year 6 (the "**Year 6 Review**"). The maximum MRC CoRE duration is fourteen years.

It is to be noted that additional clauses ("**AC**") apply to the MRC CoRE and are in addition to those UKRI grant award and training terms as detailed at <u>https://www.ukri.org/publications/terms-and-conditions-for-research-grants/</u> and <u>https://www.ukri.org/publications/terms-and-conditions-for-training-funding/</u> and MRC grant award terms detailed at <u>https://www.ukri.org/publications/mrc-funding-additional-terms-and-conditions/</u> and other terms as detailed specific to the MRC CoRE award. We reserve the right to vary these MRC Centres of Research Excellence additional terms and conditions.

RGC 2 Accountability & Responsibilities of the Research Organisation

AC 2.1 The host Research Organisation (s) shall position the CoRE investment as one of their highprofile strategic priorities, aligning as necessary within complementary interests and ambitions. You will support the MRC CoRE to fulfil its agreed challenge-led mission including all objectives and milestones as approved in the original application, noting that the use of funds may change from time to time to deliver the challenge-led mission. Additionally and as required You will support the CoRE in responding to national need from time to time.

AC 2.2 Infrastructure services and support provided by You for the use of the MRC CoRE, including accommodation, remain the property of Your organisation. The MRC CoRE has first call on the use of these assets, identified in the application, during the lifetime of the MRC CoRE award. Infrastructure services and support include, but are not limited to:

- 1. laboratory space
- 2. access to facilities and equipment
- 3. access to necessary digital support infrastructure
- 4. support to manage estates
- 5. human resources services
- 6. finance, grant management and contract services
- 7. underpinning of key staff positions
- 8. access to additional sources of funding and support available to other researchers across the research organisations

AC 2.3(a) You will ensure that an independent strategic advisory board (the **"Board"**) is established as part of the MRC CoRE's governance structure to provide critical advice and support to the Director and their Leadership Team. You shall agree with Us the Chair and terms of reference of the Board.

AC 2.3(b) The Board must hold a meeting in year one of the award and at least annually thereafter. An MRC representative will attend the full Board meetings as an observer. The time and place of all meetings of the Board shall be notified to Us with at least one month's notice prior to the date of the meeting.

AC 2.4(a) The MRC CoRE should be led by an empowered Director (Grant Holder) and Leadership Team that hold the status and authority within Your organisation to control the MRC CoRE budget and appointments to deliver the agreed research strategy and objectives.

AC 2.4(b) The Leadership Team must include an MRC CoRE Chief Operating Officer. The terms of reference for the Leadership Team shall include provisions for rotation, retirement and appointment of the members of the Leadership Team (including the Director) through the lifetime of the MRC CoRE investment.

AC 2.5 You will authorise and require the MRC CoRE Director to deliver the strategies and objectives agreed with Us and to provide effective leadership of MRC CoRE research and culture, supported by the Leadership Team, in accordance with the "Duties and responsibilities of the Director and Leadership Team of the MRC CoRE" as set out below. The Director shall be responsible for all aspects of the MRC CoRE's work whether the MRC CoRE's work is undertaken at Your organisation or at multiple locations.

AC 2.6 Where other Research Organisations, and other organisations work in collaboration with the host Research Organisation in support of CoRE challenge-led research You will ensure the other Research Organisations or other organisations shall enter into a collaboration agreement confirming its agreement to adopt the same principles and milestones as those herein stated. This shall apply to Research Organisations, or other organisations named in the original application and partnerships established post award.

AC 2.7 Within the agreed MRC CoRE challenge-led mission You will support the Director and Leadership Team to deliver the research and innovation of the MRC CoRE, including seeking additional funding from other available sources in accordance with the principles set out in the UKRI's trusted research and innovation principles (<u>https://www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/trusted-research-and-innovation/</u>), based on advancing knowledge and the emergence of new opportunities. For the avoidance of doubt, you shall not accept funding from other sources where association with such funders would damage the MRC/UKRI or the MRC CoRE's reputation for independent and impartial advice or is contrary to Our policies or principles. In reviewing potential funding partners, you shall consider, in particular, the principles outlined in the section entitled "Assessment of Partner Suitability" in the UKRI's trusted research and innovation principles (referred to above) and whether the funding might, or be perceived to, compromise the objectivity and integrity of UKRI's research and its conventions of open publishing of results and sharing of tools and resources.

AC 2.8 The MRC CoRE shall be challenge-led and its activity shall evolve during the period of award. You will assist such changes by making all reasonable efforts to accommodate requirements identified by the Director and Leadership Team which take forward the challenge-led mission of the MRC CoRE.

AC 2.9 The MRC CoRE Chief Operating Officer shall have the status and responsibilities within Your organisation to enable them to fulfil their responsibilities.

AC 2.10 You will nominate a contact responsible for delivering your resources and services to the MRC CoRE, who will work with the MRC CoRE Chief Operating Officer. You shall notify Us of the contact's name, address and email and keep Us updated of any change to the contact or their details during the lifetime of the MRC CoRE award.

AC 2.11 You will involve the MRC CoRE Director and Leadership Team in decisions about changing or developing your services or their management, where these have an impact on the MRC CoRE.

AC 2.12 You will support the managerial action necessary to support the MRC CoRE strategies and objectives and any evolution of these during the lifetime of the MRC CoRE award. This will include ensuring appropriate provision for key appointments, accommodation and support staff and the relocation of any group or individual who ceases to fit with the challenge-led mission of the MRC CoRE.

AC 2.13 In the event the MRC CoRE Director is no longer available to fulfil the role of Director for any reason, or to support leadership rotation, We will jointly agree with You the appointment of a suitable replacement. If We fail to agree on a suitable replacement within a reasonable period of time with You then this MRC CoRE award will terminate.

AC 2.14 In the event of a change in the MRC CoRE Director, a signed agreement noting changes to the structure will need to be agreed and signed by You, Us and the new MRC CoRE Director and where appropriate their employer, thereby agreeing to the original and subsequent Grant awards as required.

AC 2.15 You are liable for all actions by and commitments entered into by the Director or other members of the MRC CoRE. You shall indemnify Us within 30 days of notice in the event that any action by or on behalf of the MRC CoRE gives rise to any cost, loss, liability or obligation for the MRC/UKRI. For the purposes of this AC 2.15 members of the MRC CoRE are defined as individuals contracted by You or your partners to deliver the MRC CoRE objectives.

AC 2.16 The MRC CoRE must use the agreed MRC branding, naming conventions and acknowledgements in all communications, websites, signage and relevant materials. Additional branding requirements will be set out in a separate policy document available at full application.

AC 2.17 The MRC CoRE will work jointly with Your press office and the UKRI Press Office in the drafting and dissemination of agreed press releases, media statements or media briefings and will clear all press releases/statements which refer to the MRC, UKRI, MRC/UKRI or work funded or part-funded by Us with the UKRI Press Office (press@ukri.org).

AC 2.18 You shall give Us as much advance written notice as possible of publications and press or other announcements or events/visits relating to MRC CoRE that are likely to generate significant media or public interest or concern. In such cases, any press releases must be cleared in advance with the UKRI Press Office.

AC 2.18.4 You will ensure that the MRC CoRE has a communications strategy. This strategy shall state clear objectives, target groups, activities and outcomes, and outline plans for measuring and evaluating performance.

AC 2.19 You must ensure that where there are additional awards or activities undertaken involving MRC CoRE staff and which are to be considered part of the MRC CoRE award portfolio for the purposes of MRC monitoring, including where funded from sources external to MRC or UKRI, it is expected that the work will be pursued in accordance with principles, practice and to relevant standards which at a minimum are consistent with Our policies, as outlined in UKRI grant and training award terms and MRC grant award additional terms and conditions, including MRC CoRE additional terms.

RGC 4 Use of Grant

AC 4.1 When You apply for new Research Grants associated with the MRC CoRE, the relationship between the new Research Grant and the MRC CoRE must be made clear in the new application.

AC 4.2 In addition to the provisions under RGC 4.4 where greater flexibility is permitted in the transfer of funds between fund headings, details of allowable changes will be confirmed by Us at time of award.

AC 4.3 The provisions under RGC 4.5 shall apply to MRC CoRE awards unless otherwise provided for in the terms of the MRC CoRE funding.

RGC 6 Extensions

AC 6.1 RGC 6 Extensions DOES NOT APPLY, the maximum funding period is fixed at fourteen years.

RGC 7 Monitoring

AC 7.1 Changes to project - it is acknowledged the MRC CoRE shall be challenge-led and its activity shall evolve during the period of award. You only need to consult Us on substantive changes to the research challenge, not individual research activities.

AC 7.2 RGC 7.2 Transfer of a Grant to another Research Organisation DOES NOT APPLY and normal transfer provisions and any relocation must be discussed with Us in a timely manner.

AC 7.3 Change of Grant Holder - in addition to the provisions under RGC 7.3 where the Director is also the Grant Holder clause AC2.13 will also apply.

AC 7.4. Research Monitoring and Evaluation - in addition to RGC 7.4 and UKRI Funding Assurance Programme, You will comply with all MRC/UKRI reporting requirements, as well as those specific for the MRC CoRE monitoring and assurance policy in operation from time to time to include reporting into Researchfish (or any other system that may be implemented for the collection of data on the outputs and impacts of research) and any ad-hoc requests, such as but not limited to research culture and training, that We may need to make of You over the life of the award, recognising that We will endeavour to keep such requests to a minimum.

AC 7.5 Disclosure and inspection - You shall ensure We are immediately given written notice of any legal action or formal complaints against any element of the MRC CoRE's work, or of any matters which are likely to attract critical media attention or damage the MRC's reputation with its various stakeholders. You shall assist the MRC in dealing with any such action or complaint.

RGC 13 Disclaimer

TERMINATION (in addition to RGC 13.3)

AC 13.3.1 Either Us or You may terminate the MRC CoRE at any time by either giving six months' written notice to the other.

AC 13.3.2 We may terminate the MRC CoRE on 30 days' notice if You commit a material breach of any of the Terms and Conditions and You fail to remedy that breach (where capable of remedy) within 30 days of being given notice of the breach or, where the parties (acting reasonably) agree a plan to address the impact, and prevent the occurrence, of the breach before this deadline, 90 days from the agreed date by which You must rectify the breach.

AC 13.3.3 If this award terminates for whatever reason the MRC CoRE shall cease to operate once an orderly close-down has been achieved.

AC 13.3.4 During the notice period We and You will continue to provide resources for the MRC CoRE. The balance of such support provided by Us and You respectively will be consistent with the balance of support provided in previous years.

AC 13.3.5 Upon termination of the notice period We shall immediately cease funding the MRC CoRE, subject to honouring outstanding contractual commitments (except staff costs), or any payment that We agree may be necessary to achieve an orderly close-down.

AC 13.3.6 If the MRC CoRE Year 6 Review is unsuccessful this does not constitute a termination. An orderly close-down will be agreed and managed over a period of up to two years and a maximum of twelve months after the initial agreed seven-year funding.

RGC 14 Status

AC 14.1 During the period of MRC CoRE funding You should not enter into agreements with other bodies the provisions of which would conflict with these terms and conditions.

AC 14.2 In all dealings with third parties, the MRC CoRE shall make it clear that it is acting on behalf of You and not the MRC/UKRI.

AC14.3 You must ensure all new commercial partnerships comply with the terms of the award and the principles set out in the ICF framework. All new partnerships should be reviewed by the Board and will be subject to review as part of the Research and Monitoring process as stated in AC 7.4

Duties and responsibilities of the Director and Leadership Team of the MRC CoRE

Definitions

Director: The appointed responsible individual providing direction to the MRC CoRE to ensure successful delivery of the challenge-led mission. The Director will be the MRC CoRE grant holder with overall responsibility for the MRC CoRE and will be the MRC's main contact. Where there is rotation of the Director during the term of the MRC CoRE award the expectation is that a replacement Director candidate is nominated with the support of the Leadership Team and approved by MRC

MRC CoRE Chief Operating Officer: The individual appointed to the Senior Leadership Team with such title, or its equivalent, responsible for liaising with your nominated contact to deliver your resources and services to the MRC CoRE.

Leadership Team (LT): The Director will require a leadership team to support them in the effective management and delivery of the MRC CoRE ambitions, including its research, training and culture. Each member of the Leadership Team is expected to have clearly defined responsibilities. There may be a rotation of roles within the Leadership Team including the Director.

Research interests

For the avoidance of doubt, these duties and responsibilities do not preclude the Director having other duties and responsibilities to the host Research Organisation (although the Director's primary research interest should be in directing the MRC CoRE). In particular, it shall be the duty of the Director, to devote themselves to the advancement of knowledge in accordance with the challenge-led ambitions of the MRC CoRE.

1. Strategy

The Director, supported by the Leadership Team, shall provide leadership and direction for the challenge-led research and innovation agenda of the MRC CoRE. The challenge-led agenda will comprise a package of interlocking and clearly defined objectives and deliverables that will define how the overarching agenda will be prosecuted and maximise high-quality scientific returns and impact. A flexible approach should be deployed to managing the MRC CoRE investment, its facilities and staff as required by the evolving scientific needs and opportunities. This flexible approach will develop the capability and capacity to place the UK at the forefront of international research delivering high level scientific impact through creative and diverse approaches for cross sectoral and multi and inter disciplinary working.

The Director, Leadership Team and MRC CoRE staff should seek additional grant funding from the MRC or other funders, to build a wider portfolio of complementary science that adds value to MRC's CoRE investment and supports longer-term interests and sustainability. All additional funding shall be authorized and approved in accordance with the host Research Organisation's internal approval processes.

The Director shall respond to requests and act accordingly should the MRC CoRE be called upon, from time to time, to respond to national need.

2. Management

The Director, and Leadership Team as appropriate, shall:

- oversee the day-to-day management of the MRC CoRE activities and investment;
- oversee and manage the recruitment and appointment of researchers, technologists and support staff associated with the MRC CoRE, in all cases subject to and in accordance with the policies and procedures of the Research Organisation (as in force from time to time);
- oversee the MRC CoRE training programme, including training and support at all career stages, but in particular early career researchers and technical experts and where there is an MRC CoRE-funded PhD programme (linked with wider Research Organisation DTP or equivalent); and
- within the Director's delegated authority and subject to Research Organisation policies, control capital equipment budgets and capital expenditure within the MRC CoRE. The MRC CoRE will be eligible to apply for the MRC annual equipment call.

2.1 Positive research culture and environment

The Director, and Leadership Team as appropriate, shall foster and reward an environment where:

- a positive research culture is nurtured and developed in line with the MRC research culture principles and expectations (<u>https://www.ukri.org/opportunity/mrc-centre-of-researchexcellence/</u>)
- public Involvement and Engagement are fully integrated into the research of the MRC CoRE
- all MRC CoRE staff follow key policies, cross-sector concordats and joint statements in research communications, transparency and openness, career paths and training with diversity, and research integrity, reproducibility, and responsible innovation and as detailed

in https://www.ukri.org/wp-content/uploads/2021/04/UKRI-021122-fecGrantTermsAndConditions.pdf

 all MRC CoRE staff take reasonable steps to observe, as a minimum, the standards of conduct set out by the Nolan Committee on Standards in Public Life <u>https://www.gov.uk/government/publications/the-7-principles-of-public-life/the-7-principles-of-public-life</u> and the Seven Principles of Public Life <u>https://www.ukri.org/about-us/epsrc/our-policies-and-standards/principles-of-public-life/</u> and any relevant Research Organisation rules of conduct for employees.

2.2 Knowledge transfer and translation

The Director, and Leadership Team as appropriate, shall ensure that all MRC CoRE staff:

• are encouraged to actively seek routes to transfer knowledge, translate their research and therefore positively contribute to the MRC CoRE's impact and MRC's mission.

2.3 Finance and infrastructure

The Director, and Leadership Team as appropriate, shall:

- determine the optimum use of funds to enable delivery in accordance with the challengeled strategy; and
- have financial flexibility to redeploy resources and funds in accordance with the evolving needs and opportunities of the scientific plans, although always in pursuit of the original challenge-led research ambitions, and without barriers to move between partner HEIs.

Working with the Research Organisation the Director shall facilitate cost-effective sharing of infrastructure and service facilities as part of a co-operative approach with the Research Organisation environment.

2.4 Training

The Director, and Leadership Team as appropriate, shall determine which research and training activities shall take place in the MRC CoRE, selecting key scientific staff and allocating the MRC CoRE grant funds as necessary, subject always to financial plans and other financial constraints existing from time to time.

The Director shall

- harness the best talent in the UK to deliver upon their proposed vision;
- provide a stimulating environment to train the next generation of researchers and technologists;
- equip researchers with the tools needed to carry out world leading research; and
- support researchers to effectively transition between career stages.

3. Promotion of the MRC CoRE and the MRC

The Director, and Leadership Team as appropriate, shall (subject always to the additional clauses applying to MRC CoRE):

• encourage all MRC CoRE staff to promote the work of the MRC CoRE in the UK and internationally, and seek to ensure that the MRC CoRE as an entity has a high and positive profile in scientific and general events and the media, including (but not limited

to) leading engagement activities appropriate to the mission of the MRC CoRE;

- ensure the MRC CoRE is internationally promoted and recognised as a leading research centre in its own right and a distinctive component of the wider Research Organisation activities in its field(s);
- be able to explain the broader corporate interests of the MRC when engaging with MRC CoRE staff and local/external audiences;
- promote and implement identified opportunities for the translation of research and technology into healthcare;
- ensure the MRC CoRE remains compliant in all material respects with the terms of the brand templates and the MRC CoRE Branding Policy;
- promote the MRC and wider UKRI and any MRC CoRE co-funder and, where appropriate, acknowledging the title of MRC CoRE Director in all public appearances; and
- in making comments on the MRC's policies or operations which are intended for or likely to reach external audiences, the Director shall not disseminate inaccurate or misleading statements about the MRC's activities or seek to cast doubt on the integrity or competence of the MRC or any of its employees or damage the MRC's standing with the UK Government or public or undermine confidence in the MRC as a reliable unbiased source of information on biomedical research.

The Director and the Leadership Team, where required, shall:

- maintain a strong scientific and professional relationship with the Executive Chair of the MRC, and the MRC Research Board Chair and staff of the MRC Head Office, principally on strategy, scientific direction, progress and quality, translation and training;
- where appropriate, attend MRC strategic meetings that involve MRC CoRE Directors, with the Director of the MRC CoRE being part of the MRC Director "family".

When speaking as a representative of the MRC CoRE, the Director, members of the Leadership Team and the MRC CoRE staff are required not to show political bias or to give personal views on government policy. When expressing personal views, either political or otherwise, in a public forum, the Director, members of the Leadership Team and MRC CoRE staff should ensure the personal nature of the views is explicit and their affiliation with the MRC CoRE is not cited or visible;

4. Monitoring and Quality

The Director, and Leadership Team as appropriate, shall:

- develop a clear monitoring and evaluation plan so that evidence of progress against the central challenge and its component objectives can be provided at appropriate intervals. The detail of this approach, including performance measures will be approved by the MRC, with advice from the Strategic Advisory Board, and will take into account host Research Organisation processes so as to not add unnecessary bureaucracy. The leadership team, supported by the Strategic Advisory Board will need to maintain appropriate oversight to ensure the MRC CoRE successfully delivers;
- participate fully in all progress monitoring and assurance activities as determined by the MRC, including annual reporting of research outputs (currently via the

Researchfish service), the Year 6 Review of the MRC CoRE, and the implementation of any associated actions;

- assess, prioritise and manage the risks inherent within the operation of the MRC CoRE and its strategic plans, implementing appropriate action where weak controls and risks are identified. The risks are to be reported within the host Research Organisation internal systems, reported to the Strategic Advisory Board and where there is reputational or scientific or strategic delivery risks they should also be reported into MRC for action on the MRC corporate risk register; and
- ensure that any research which potentially raises significant ethical or reputational issues is reported to the MRC at the earliest practicable opportunity including an overview of the issues raised by ethics committees or ethical review processes; and
- ensure that researchers within the MRC CoRE adhere to the highest ethical standards, and conform to requirements and guidance set out by national and international regulatory bodies, professional bodies, and local research ethics and governance frameworks.

END