CLINICAL RESEARCH FELLOWSHIP

TERMS AND CONDITIONS 2020

CONDITIONS AND UNDERTAKINGS

1. The Clinical Research Fellow must be a member of the College at the start of the research project and remain in membership for the duration of the Fellowship.

2. The Fellowship must be used solely for the purposes set out in the application, approved by the College and described in the Acceptance Form.

3. The Fellow will be responsible for the conduct of the work and for adhering to the terms and conditions of the Fellowship.

4. If it is discovered that the research project will take longer to complete than originally agreed, the Fellow must contact the College immediately for permission. An additional Interim Report may be required, detailing work done to date and an estimated finish date. An Interim Financial Report may also be required.

5. The College should be informed immediately if the Fellow is unable to take up the Fellowship or unable to continue with it (e.g. due to illness or other circumstances). Decisions about the transfer of the Fellowship will rest with the College.

6. The Fellow should inform the College, in advance, if they are considering spending time outside the UK as part of the research programme. This excludes any normal holiday arrangements.

7. The Fellow must ensure that all necessary ethical committee approvals and requirements of regulatory authorities are in place before the work begins and are maintained for the duration of the Fellowship (see paragraphs 32 - 33 for further information). The Fellow must ensure that all facilities, agreements about access and collaborations necessary for the work are obtained before the work commences and can be ensured throughout the Fellowship period. The Fellow must be aware of the requirements in the UK Policy Framework for Health and Social Care Research and as part of project approval and supervision, the Fellow should agree to accept responsibility for ensuring the requirements laid out in the Framework are met.

8. The College reserves the right to terminate a Fellowship if the Fellow is in breach of any of the Terms and Conditions of the Fellowship or becomes unfit or unable to pursue the work funded by the Fellowship.

9. The Fellow should inform the College immediately of any collaborative arrangements undertaken in connection with the research project (other than any already outlined in the application or agreed to as part of the Fellowship confirmation).

10. The Fellow should be able and willing to account for any expenditure made from the Fellowship given by the College. The College reserves the right to recover any unspent monies from the Fellowship that it considers appropriate.
11. The Fellow is responsible for having in place appropriate and effective procedures to minimise the possibility for scientific fraud and misconduct and should investigate any allegations promptly and vigorously. Evidence of the procedure for dealing with fraud and misconduct should be available to the College on request. If a case of fraud or misconduct is suspected in the course of the research the College should be notified immediately and kept informed of further developments. If fraud is proven the College is entitled to terminate the grant immediately, and any Fellow found guilty may also face disciplinary action by the College. The Fellow is directed towards the College’s Guidance for Professional Practice (section D45, ‘College research principles’) for guidance on what research conduct (in addition to university or statutory conduct) the College expects all Members to follow.

REPORTS

12. The Fellow is required to submit at least one Progress Report (depending on the length of the project) halfway through the project as well as a Final Report of their research within three months of completion of the project.

13. The Progress Report(s) must illustrate clearly that reasonable progress has been made.

14. A Final Report must be completed by the Fellow at the conclusion of the Research Fellowship. The Final Report should follow the College’s guidelines and template for such Reports and must be accompanied by a financial statement relating actual expenditure to the original budget. The Final Report is the property of the College. The Fellow should ensure that the College is notified of all publications relating to their work during the Research Fellowship. Unless the College has been informed of further papers awaiting publication the Final Report may be published on the College website 18 months after the completion date of the Fellowship (it may be published on the site sooner than this with the Fellow’s agreement).

15. The Fellow is to keep the College informed of progress of the project and particularly of changes (to personnel or circumstances) that may affect the outcome of the work, or important findings.

16. The Fellow has a duty to notify the College of any difficulties or setbacks they encounter in their research.

17. The College reserves the right either not to renew a Fellowship or to vary the value of a Fellowship at its discretion.

DISSEMINATION

18. The Fellow will be expected to disseminate the results of the project using appropriate channels, e.g. peer reviewed academic journals and conference abstracts. They must notify the College of all publications relating to their work during the period of the Research Fellowship. This includes publications that relate to work completed during the period of the Fellowship but written up or submitted for publication after the Fellowship period has ended. In notifying the College, the Fellow should provide details of the publication or presentation of their work at the point that it has been confirmed for publication and also provide a link to the work as soon as it is available.

19. The College’s support for the project should be acknowledged in any publication (written or electronic), poster or presentation and, where possible, in any newspaper article or radio or television programme about it. This support should be referred to as “The College of Optometrists Research Fellowship Award”. Poster/written presentations based on the research must include the College logo (available on request).

20. The College may include information about projects in publicity and reporting literature. Any reported information about project results will be agreed with the Fellow.
21. If the Fellow or the academic institution wish to issue press statements that mention the College, the College should be given an opportunity to comment on the draft. The text should acknowledge that the work has been funded by the College, but that the views expressed are those of the Fellow and not those of the College.

FINANCIAL PROVISION

22. The maximum value of a Research Fellowship is £30,000. A payment schedule will be discussed and agreed with the Fellow.

23. Any financial support for the project obtained from other sources must be made known to the College as soon as possible. The College reserves the right to withdraw/modify its funding if it perceives dual funding.

AUDIT

24. The College of Optometrists, at its discretion, reserves the right to undertake an audit of the expenditure associated with the Fellowship.

INTELLECTUAL PROPERTY RIGHTS

25. Work produced by the Fellowship may be subject to or give rise to foreground intellectual property rights (IPR) within a specific field of work (including copyright, design rights, rights in data, patents, know-how, trade secrets, confidential information and any other intellectual property rights, whether or not registered or applied for) (the "Foreground IPR").

26. The Fellow is responsible for the identification, protection and exploitation of any Foreground IPR arising from the award of the Fellowship.

27. As a charity, the College will seek to ensure that it receives an appropriate share of any value arising from the Foreground IPR created (whether in whole or in part) from its Fellowship funding. The College generally expects to share in any net revenue generated by such Foreground IPR in proportion to its share of the full costs of the original research.

28. The College may also require the Fellow to enter into a non-exclusive royalty-free licence to use any Foreground IPR generated.

DATA PROTECTION

29. Where a project involves collection of original data the Fellow should ensure that the data are held appropriately in accordance with the Data Protection Act (2018) and should be available for verification if required by the College.

30. The College of Optometrists uses all personal information supplied as part of your application to assess the application and to enable us to review the impact and equity of the awarding process. Applications are shared securely with peer reviewers, referees and Clinical Research Fellowship Panel members for the purpose of reviewing the applications. Successful applications are kept on file by the College for one year after the completion of the Fellowship project, although personal details unrelated to the project are removed. Unsuccessful applications will be kept for one year after the completion of the reviewing process.

31. Information supplied to the College as part of the Progress and Final report will be used to evaluate project progress and to update contact details if necessary. Reports will be kept on file throughout the course of the project, although personal details unrelated to the project will be removed.

COLLEGE STATEMENT ON RESEARCH ETHICS

32. Research projects and clinical trials involving human volunteers must obtain ethics committee approval before receiving financial support from the College. In the case of projects carried out at universities, this will normally be obtained through the relevant
university ethics committee. For other research locations, application for ethical approval should be made through the National Research Ethics Service, part of the Health Research Authority (http://www.hra.nhs.uk/).

*Animals (Scientific Procedures) Act 1986*

33. Where the work is subject to regulation by the Animals (Scientific Procedures) Act 1986, the provisions of that Act must be observed and project and personal licences quoted. The College’s support for a particular training proposal does not absolve the Fellow from personal responsibility in this regard; applications for all licences and certificates required under the Act must be made to the Home Office direct, through the host centre’s normal channels. The College does not insist that Home Office approval of any particular project be sought in advance of the application for a Fellowship, but any Fellowship offered in the response to such an application will be on the absolute condition that no work which is controlled by the Act will begin until the necessary licences and certificates have been obtained. Any fees levied under the Act are the responsibility of the Fellow and cannot be provided under the Fellowship.

**SICK LEAVE AND PARENTAL LEAVE**

34. The College should be notified if a Fellow is likely to be away through illness for more than one month.

35. The College should be notified in writing if parental leave is required. At its discretion the College may agree to extend the research period by up to six months but will not make supplementary financial payments over and above those originally agreed.

**FURTHER INFORMATION**

36. Assistance with any of the above may be obtained from the Research Team by:

- **Email:** researchteam@college-optometrists.org
- **Phone:** 020 7766 4346
- **Post:** The College of Optometrists
  42 Craven Street
  London WC2N 5NG