

**Conditions under which Ignite Life Science Foundation (henceforth referred to as “Ignite”) funding is awarded:**

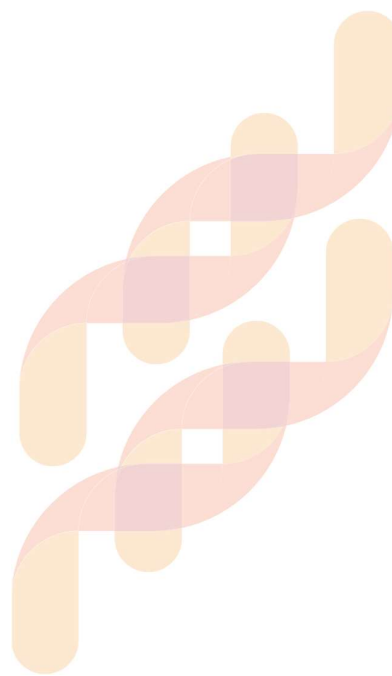
These **Award Conditions**, together with the **Award Letter** set out the terms and conditions by which the funding is granted by Ignite Life Science Foundation (henceforth referred to as “Ignite” in this document) to the Host Institution. It is the Host Institution’s responsibility to ensure that these terms and conditions are complied with during the tenure of the award.

**1. Employment and Title**

- I. Ignite does not employ the Grantholder or any staff that the Grantholder may be permitted to employ.
- II. The Grantholder should be recognized as a "Ignite Life Science Foundation Grantee" and this title should be used during the tenure of the award, including on their official webpage. The Grantholder should refer to his/her title in any subsequent publication or patent or public disclosure of results of the award in any forum.

**2. Administration**

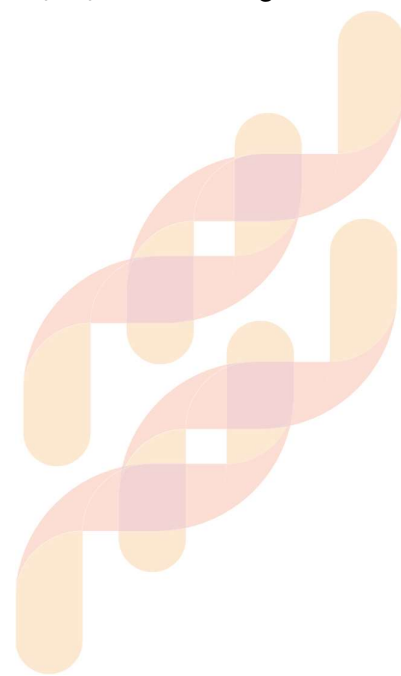
- I. The award shall be administered by the Host Institution where the Grantholder is employed, as identified in the Award Letter.
- II. The Host Institution must maintain its not-for-profit and financial status for the duration of the award. Any change in status must be informed immediately to Ignite. Funding may not be issued or may be withdrawn if Ignite deems the Host Institution ineligible for support. Eligibility will be determined by Ignite prior to issue of the award, based on the documented not-for-profit and financial status provided by the Host Institution. Where appropriate, Ignite may require the Host Institution to submit annually to Ignite proof of eligibility for the entire tenure of the award.
- III. Payments shall not be made until the Grantholder and the Host Institution have formally accepted the terms and conditions of the award, as recorded on the Grant Start Certificate. Subsequent payments shall normally be made annually on pro rata basis subject to availability of funds. The annual year corresponds to the Indian financial year, which runs from 1 April to 31 March of the following year.
- IV. The Host Institution shall partner in the award by enabling the Grantholder in the execution of research and providing all necessary resources as may be required to conduct the agreed activities described in the Award Letter. The award should be activated by the date indicated on the award letter.
- V. Payments will be released only after the submission of a satisfactory Annual Research Report and Annual Spend Report and/or any project-related requirement with requested supporting documents from the Grantholder and Host Institution for the preceding financial year. This rule applies to all payments except the first one. The decision of Ignite will be final on this account.
- VI. The Host Institution and the Grantholder will be responsible for submission of Annual Spend Reports and Annual/Quarterly Research Reports to Ignite as per the timelines specified in the Award Letter. Formats for both reports will be provided in advance by Ignite.



- VII. The first instalment will be released in its entirety. From the second instalment onwards, any unspent funds from the previous year will be carried forward and the balance will be adjusted against the next funding instalment.
- VIII. The interest earned by the Host Institution on Ignite funds will be adjusted annually from the institutional overheads. The Host Institution must share the details of interest earned on Ignite funds along with the Annual Spend Report on an annual basis.
- IX. End-of-Grant Research Report and Audited Final Spend Reports (Annual & End-of-Grant Spend Report) will be required by Ignite upon completion of the award tenure.
- X. If there is any variance between the Annual Spend Reports and audited Final Spend Reports, Ignite shall have the right to adjust or withhold future payments.
- XI. Ignite shall have the right to seek reimbursement in the event of an overpayment in relation to any Ignite funding made to the Host Institution, including by offsetting such overpayment against payments due under other Ignite funding to the Host Institution.
- XII. Ignite shall also have the right to suspend payments to the Host Institution should concerns arise about – (a) any aspect of Annual Spend and Research Reports or any End-of-Grant Spend and Research Reports, or (b) in the event of non-delivery of the Annual Spend and Research Reports or an End-of-Grant Spend and Research Reports.
- XIII. Ignite shall retain 2% of total transferable funds and institutional overheads from the penultimate instalment. For the Research Training Fellowship, the funds shall be withheld from the second instalment. If eligible, the retained funds will be released upon the receipt and acceptance of the independently audited End-of-Grant Spend Report and an End-of-Grant Research Report attested by the Sponsor and the Grantholder. Both reports must be received within three months of the end of the Funding tenure, unless Ignite agrees otherwise.

### 3. Equipment

- I. The role of the Host Institution includes but is not limited to:
  - Putting in place clearly defined procedures for the procurement of equipment and ensuring that equipment funded by Ignite is acquired by the Host Institution using these procedures.
  - Appropriate maintenance of equipment purchased with Ignite Funds throughout its useful life.
- II. Equipment funded by Ignite is awarded to the Host Institution specifically for the Grantholder's research. Use of the equipment by others at the Host Institution is encouraged for a reasonable fraction of the time, such that it does not compromise the Grantholder's research needs. Written permission from Ignite shall be obtained to use the equipment for any other purpose, including, charging, hiring, lending or disposal. Ignite will not be liable to cover any cost towards such activities.
- III. During the tenure of the award, if the Grantholder wishes to transfer the Fellowship to a different Host Institution in India with concurrence from Ignite along with any new Grant terms that may be applied, the equipment procured on the Fellowship may be carried to the new Host Institution.
- IV. In case of premature termination, the equipment procured on Ignite Funding will be left with the Host Institution. It would be the Host Institution's responsibility to ensure that Ignite Funding for the equipment is duly recorded as 'funded by Ignite' for future tracking and use.
- V. In case of any dispute which may arise due to transfer of the award or because of premature termination, Ignite reserves the right to



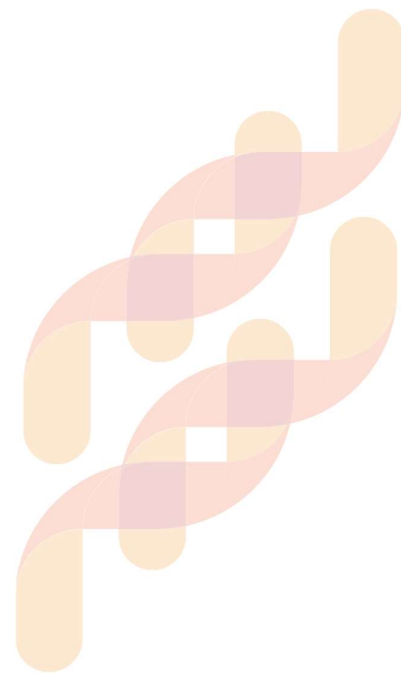
determine the future of any equipment purchased under the terms of its award. Such events will be considered on a case-to-case basis, and at the discretion of Ignite, which will facilitate appropriate utilization of funds as mandated in its objectives.

#### **4. Audit**

- I. The control of expenditure to be funded under the Grant shall be governed by the normal standards and procedures of the Host Institution and shall be covered by a formal audit arrangement that exists in the Host Institution. This arrangement must be in line with Ignite Award Conditions.
- II. Ignite shall have the right to request from the Host Institution, at any time, any financial information with respect to Ignite funding
- III. The Host Institution shall provide access to accounting and other records relating to the Grants and the activities funded by it for auditors and other personnel from or appointed by Ignite at any time (at Ignite's expense), if requested. Such access shall include the right to inspect any equipment or facilities acquired through Ignite funding. Where elements of expenditure under the Grants have been subcontracted, the Host Institution should ensure that the right of access extends to the accounts, records, equipment, and facilities of any such subcontractor.
- IV. Ignite shall have the right, at its discretion and expense, to audit (directly or via third parties engaged by it) the Grant, income, and expenditure in relation to the activities funded by Ignite and/or the systems used by the Host Institution to administer Ignite Funding at any time.
- V. The Host Institution should maintain a separate accounting cost code specific to the Grant, and all costs and income properly relating to the Grant should be accounted for through that cost code. The Host Institution should ensure that appropriate records are kept supporting the entries made on the cost code.

#### **5. Research Integrity: Role of Host Institution**

- I. The Host Institution shall have in place formal written policies on Research Integrity. These include: (a) Good Research Practices, (b) Scientific Misconduct, and (c) Conflicts of Interest.
- II. The Host Institution shall ensure that prior to commencement of the Grant and during its entire period, it meets all the necessary legal and regulatory requirements and has obtained all the necessary licenses and approvals to conduct the research. Where any element of Ignite-funded research is to be conducted outside the Host Institution, it should include any such legal, regulatory, license and approval arrangements as required.
- III. The Host Institution shall ensure that research involving the use of human subjects, animals, stem cells, genetically modified organisms, pathogens, biosafety etc strictly complies with the relevant laws and regulations in the host country. Regulatory approvals must be secured before initiation of experiments that require such approvals as per Indian regulations
- IV. The Host Institution shall ensure that it has in place formal written procedures and an active process for obtaining and managing the documentation and receipt of appropriate regulatory and ethical approval for any research funded by Ignite and must accept full responsibility for ensuring that any such ethical approval is in place at all relevant times during the funding.



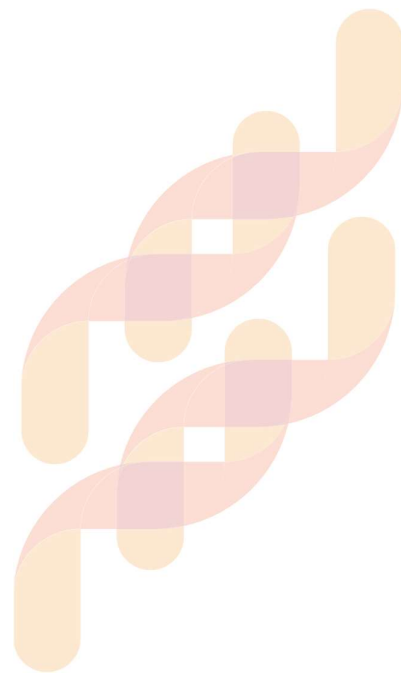
- V. The Host Institution is responsible for the ongoing monitoring and management of the research funded by Ignite in accordance with best international research practices. The Host Institution shall ensure that its processes and policies are consistent with those of Ignite and meet all relevant regulatory and legislative requirements. Ignite shall be entitled to see copies of the Host Institution's processes and policies and, if requested, the Host Institution shall provide access to its facilities to enable Ignite, or a third party authorized by Ignite, to review its processes and policies.
- VI. When appropriate and necessary, Ignite may seek written confirmation that the Grantholder's and their Host Institutions are following the highest standards of Research Integrity.

## 6. Publications and Publicity

- I. The findings from research funded by Ignite should be published in an appropriate form, usually as papers in refereed journals.
- II. The publication or release of such findings may be reasonably delayed enabling protection of any intellectual property (IP). The identification, protection, management, and exploitation of IP would be subject to Award Condition on **Intellectual Property and Commercial Activities**.
- III. All publications and public disclosure of findings must acknowledge Ignite's funding in the prescribed format and must include correct grant reference number. Grantholders are required to include the following statement under funding disclosure/acknowledgement section in publications/patents/other research outputs arising from Ignite-funded research:  
"This work was supported by the Ignite Grant [grant number **xxxx**] awarded to XX."
- IV. The Host Institution and the Grantholder shall consult with Ignite on any press statements that may be issued about the Grant or the findings from its funded activities.

## 7. Evaluation and Monitoring

Ignite considers monitoring and evaluation of its funded research, individuals, institutions, and activities as critical, and has put in place defined processes for periodic evaluation. There will be a quarterly meeting (by voice or in person) for a Ignite nominee(s) to get a brief update from the Grantholder. The continuation of Ignite funding after the first year and each year after that will be contingent upon a satisfactory review of the progress made during the year. Ignite reserves the right to review the status of funding at any stage of the award based on the progress made by the Grantholder. Ignite has the sole right to decide if funding should be continued beyond the first year and beyond each completed year after the first year.



## 8. Advisory Board Requirement

- I. Ignite recognizes the value of selective mentoring and support for Grantholders. A good mentor is an established researcher in the area funded by the Ignite Grant who can provide intellectual input and advice to help investigators achieve the research goals.
- II. Ignite will constitute a Grant Advisory Board to provide support to the Grantholder through the tenure of the Grant. The Grant Advisory Board may also include persons with a background in IP and commercialization to provide advice and guidance to the Grantholder on the potential commercial development of research outcomes.

## 9. Intellectual Property and Commercial Activities

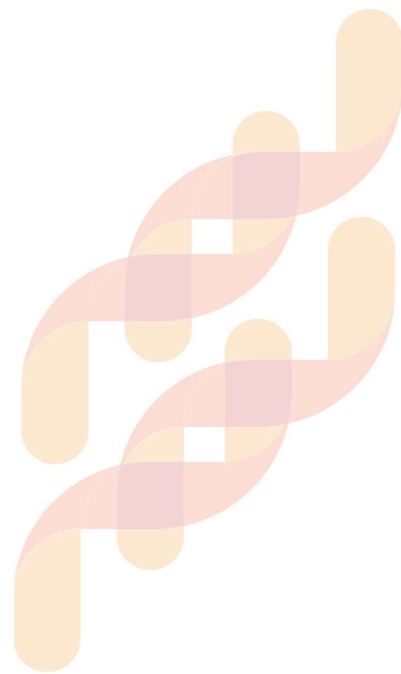
- I. Ignite requires the Host Institution to develop and implement strategies and procedures for the identification, protection, management, and exploitation of intellectual property generated through Ignite funded research (Ignite-funded IP). All IP generated from Ignite funded research should vest in the host institution and any collaborators identified as contributing to the creation of the IP.
- II. Should any Ignite-funded IP arise, then Ignite requires the partnering Host Institution to consider whether the protection, management, and exploitation of such Ignite-funded IP is an appropriate means of achieving public benefit.
- III. If the Host Institution is unable to protect, manage or exploit any Ignite-funded IP to its reasonable satisfaction, then Ignite shall advise the Host Institution on how to protect, manage and exploit such Ignite-funded IP. If Ignite reasonably considers that the opportunity to protect, manage or exploit such Ignite-funded IP for the public benefit could be lost and more immediate action is required, Ignite may take over the role of managing the IP from the Host Institution after prior intimation (six months) in writing to the Host Institution, to assist in managing and execution of the IP. In such situations, the Host Institution will cooperate with Ignite, and shall ensure that its employees, students and any third party acting on its behalf perform all actions required to assist Ignite in such protection and exploitation of its funded IP.
- IV. If the Host Institution wishes to use any third party to carry out its obligations with respect to this Condition, then it shall only do so after obtaining prior advice of Ignite.

## 10. Multiple funding

To maintain a high standard of research integrity Ignite requires all Grantholders to inform Ignite if they intend to apply for additional grants after the commencement of their Ignite funding in areas that may overlap with the project funded by Ignite. This reporting should clearly indicate how the aims of the new funding application differ from the existing Ignite award.

## 11. Limitation of Liability

Ignite accepts no responsibility, financial or otherwise, for expenditure (or liabilities arising out of such expenditure) or liabilities arising out of its funded activities. Ignite Page 5 of 6 shall not indemnify the Host



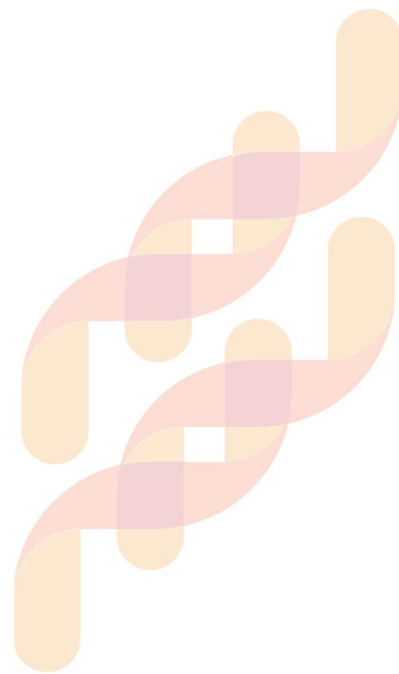
Institution, any Grantholder or any other person working on its funded project (including employees, students, visiting fellows and subcontractors) against any claims for compensation or against any other claims (whether under any statute or regulation or at common law) for which the Host Institution may be liable as an employer or otherwise or for which any such person may be liable.

## **12. Variation, Transfer and Termination of Funding**

- I. Ignite reserves the right to amend the Award Conditions, any terms and conditions in the Award Letter and the Policies and Position Statements on its funding. Such changes shall be notified on Ignite's website.
- II. In the event of any conflict between the provisions of the Award Conditions as amended from time to time, and of the Award Letter, the provisions of the Award Conditions shall take precedence.
- III. The Host Institution (or the Grantholder, if appropriate) shall inform Ignite without delay of any change to the status of the Host Institution or the Grantholder, which may affect their ability to comply with the Award Conditions.
- IV. The Grantholder shall inform Ignite as soon as feasible of any significant divergence from the original aims and directions of its funded research.
- V. Ignite reserves the right to terminate the funding at any time during the tenure of the award if there has been any gross violation of its Award Conditions or policies or a breach of research ethics. A written warning and other appropriate due process would normally precede a termination notice.
- VI. Transfer of funding to another Host Institution or Principal Investigator(s) in Grants schemes is not permissible.
- VII. Ignite also recognizes that Grantholders may wish to terminate their funding during the tenure of the award. In this situation, it would be the responsibility of the Sponsor to inform Ignite of this decision, along with the reason(s), at least 90 days prior to the date on which the Grantholder wishes to prematurely terminate the award. Also, the Sponsor along with the Grantholder must ensure that all the documentation regarding the award must be completed on or before the date of termination.

## **13. Managing reputational risks**

- I. Ignite funding schemes fund researchers, research teams and research environments at eligible not-for-profit Host Institutions that are at par with international standards of excellence and ethics.
- II. For the effective implementation of this program, both the Grantholders and the Host institutions must ensure that funds awarded through Ignite schemes are specifically utilized for its funded research and must not be used for any other purposes. The Grantholders must ensure that they utilize their time commitments for research purposes only and not engage in any activities that have the potential to damage the reputation of Ignite.
- III. If during the tenure of the award, the Grantholder is found to be involved in any activity, which may pose a reputational threat, Ignite





reserves right to terminate the funding. Ignite shall have the right to request from the Host Institution, at any time, any information with respect to Ignite Grantholders or any related fact, which may have relevance to the situation arising due to their misconduct.

- IV. The course of action for managing such issues will be decided by Ignite and its decision will be final on any such matter.

## 14. Governing Law and Jurisdiction

These Award Conditions shall be governed by and construed in accordance with Indian law. The Host Institution and the Grantholders irrevocably submit to the jurisdiction of the Indian courts at Bengaluru to settle any disputes in connection with the Award Conditions.

## 15. Definitions

**Award Letter:** The letter from Ignite to the Sponsor at the Host Institution specifying the name of the Grantholder(s), award amount and the conditions under which the award is made.

**Annual/Quarterly Research Report:** A form on which the Grantholder reports annually on the progress made on Ignite-funded research.

**Annual Spend Report:** Audited statement of expenditure and utilization certificate that shall be completed by the Host Institution and submitted to Ignite that sets out:

1. A comparison of (i) actual expenditure by the Host Institution during a specified period on a particular Ignite funding, or (in the case of Host Institution Spend Reports) on all active Ignite Grantholders held by a Host Institution; and (ii) the amount paid by Ignite during that period in respect of that award (in the case of Host Institution Spend Reports) in respect of all active Ignite awards held by a Host Institution.
2. An explanation for any variances between 1(i) and 1(ii) above; and
3. Any further information that Ignite requests from the Host Institution.

**End-of-Grant Research Report:** A form on which the Grantholder reports on the activities funded by Ignite, which shall be completed by the Grantholder and submitted to Ignite within three months of the end of the funding period or as otherwise required by Ignite.

**End-of-Grant Spend Report:** A form completed by the Host Institution that shall be submitted to Ignite within three months of the end of the funding period or as otherwise required by Ignite and that sets out:

1. A comparison of (i) actual expenditure by the Host Institution during the funding period on the award and (ii) the total amount awarded by Ignite in respect of the said award.
2. An explanation for any variances between 1(i) and 1(ii) and
3. Any further information that Ignite requests from the Host Institution.

