

British Hen Welfare Trust Student Research Project Terms and Conditions (revised May 2021)

All correspondence should be sent to the Chair of the BHWT Grants Committee, c/o British Hen Welfare Trust, Hope Chapel, Rose Ash, South Molton, Devon EX36 4RF.

Definitions

The following terms shall be defined as:

‘Project’: a British Hen Welfare Trust (‘BHWT’)-approved research project, to which these Terms and Conditions apply;

‘Grantee’: a principal applicant of a funding application, who supervises a Student to carry out a Project;

‘Student’: an undergraduate student who undertakes a Project under the supervision of the Grantee and any co-applicant; and

‘Institution’: the university at which the Student is being supervised by the Grantee.

‘Pet Hen’: a chicken kept in a domestic environment for companionship or pleasure, as opposed to utility or commercial purposes. The BHWT does not fund research into commercial flocks.

Introduction

The British Hen Welfare Trust will fund short research Projects into Pet Hen Health and Welfare, to be conducted by either student vets or student vet nurses. Two grant rounds will be held yearly, closing on 15 December and 15 July, with applications being considered in March and October, respectively, to allow applicants maximum flexibility to fit in with the particular characteristics of their Institution’s curriculum.

One grant will be funded jointly with PetSavers, which is part of the British Small Animal Veterinary Association (‘BSAVA’). All applications will be considered for both the BHWT grants and the jointly-funded grant. Any differences between the grants will be noted at the appropriate places in the Terms and Conditions.

All grants will include the following:

- Contribution towards a stipend/pay for a Student working under the supervision of a Grantee of £200 per week for a period of 6–10 weeks. This should typically be for a continuous period, but non-continuous blocks of time supported by valid reasoning will be considered.
- Consumables support of up to £500 per project.

The grant funded jointly by the BHWT and PetSavers will also include the following:

- An opportunity to practice presentation skills at the annual BSAVA Congress. Each Student will be required to present a 12-minute presentation in a ‘PetSavers’ student research stream’ at the Congress. The aim of the stream is to support each Student in developing his/her research presentation skills. Given the limited time available, it is expected that some projects will have progressed more successfully than others.

Therefore, abstracts will not undergo scientific review and will only be circulated to attendees at the stream rather than in Congress Proceedings. Presentations may include experiential as well as scientific elements, depending upon how the Project has progressed.

- A travel bursary of £100 to support travel to the BSAVA Congress.
- A student ticket to the whole of the BSAVA Congress in the year the abstract is presented. To receive this, the Student will need to become a BSAVA student member (currently free). If the Student is not a BSAVA student member at the time of the presentation, or if the Student has completed the undergraduate course, he/she will receive a day pass for the day of the presentation.

Pet Hen Health and Welfare Research

A project will be considered by the BHWT to constitute 'Pet Hen Health and Welfare research' only if it meets each of the following criteria in the reasonable opinion of a majority of the Grants Committee:

1. The study involves only naturally occurring diseases or health issues in Pet Hens; there must be no experimental or artificial induction of diseases, or any harm caused to any bird.
2. The anticipated results of the study will contribute to the understanding of or potentially result in a change in diagnosis or management of diseases in Pet Hens, or an improvement in their welfare.
3. The study is supervised by an individual or individuals with appropriate veterinary clinical skills and knowledge.
4. Any interventions on birds (including obtaining samples) must be under the guidelines set out by the Royal College of Veterinary Surgeons (RCVS) Code of Professional Conduct.
5. The applicant must state how the results will directly benefit Pet Hens. If the benefit is not direct, the applicant must suggest the number of further steps (and at what cost) he/she believes it will take before a benefit becomes apparent.
6. The study must meet ethical criteria, and all applications should indicate whether ethical approval has been obtained and, if not, what steps will be taken to ensure that the Project achieves ethical approval. For those without access to ethical approval through a recognised research institution, the RCVS Ethics Review Panel can provide ethical approval for practice-based clinical research.

By definition, therefore, such research would not require a personal or project licence under the terms of the Animals (Scientific Procedures) Act 1986. The BHWT does not fund research using experimental animals.

Applications

Applications should be for funds to support research into 'Pet Hen Health and Welfare', with the ultimate objective being the advancement of the understanding of the cause and/or management of a clinical disorder in Pet Hens, or to an improvement in their welfare.

The Grantee should make the application, but other co-applicants can be included in the application. Grantees should be recognised experts in the field of the Project, acting as academic supervisors at the university at which the Student is registered. The Grantee will appoint the Student to carry out the Project.

The Grantee must be based in the UK and the Project must be carried out wholly in the UK.

The Grantee will be responsible for providing the Student's name and contact details to the BHWT, and will be solely responsible for obtaining the Student's consent for the provision of such personal data.

All applications should be made on the online Application Form, available from <https://www.bhwt.org.uk/xxxx>. In addition to that completed form, submissions must include:

1. The curriculum vitae of the proposed Grantee together with those of any co-applicants. Each CV should extend to no more than two pages, and a brief list should be made of the applicant's most significant publications (if appropriate).
2. A summary of the background, aims, and objectives of the Project, as well as of the research to be conducted, including the details of the experimental design (no more than 2000 words).
3. A summary of how the research will benefit Pet Hens (no more than 500 words).
4. A letter of support from the Grantee's Head of Department.
5. Details of ethical approval.

The closing dates for applications are 15 December and 15 July each year. Applicants will be notified if they have been shortlisted by the Grants Committee as soon as is practicable.

The project must be legal under the laws of England and Wales.

No Experimental Animals

1. The use of experimental animals is *not* permitted in any work funded by the BHWT. This includes work on tissues derived from experimental animals.
2. Work carried out on tissues derived from Pet Hens during a normal post-mortem examination is allowed, provided that the owners' written and informed consent has first been obtained.
3. The BHWT reserves the right to request representations from an appointed ethics committee and/or a local Home Office inspector to satisfy the BHWT Grants Committee that the work described does not fall within the Animals (Scientific Procedures) Act 1986.

Responsibilities of the Grantee

1. The BHWT provides grants to Grantees and does not act as either employer or principal. Accordingly, the BHWT is not responsible for claims (however arising) whether under statute or at common law either by or against any applicant or any party named within an application, nor will it indemnify any of those parties against any form of claim.
2. Each Grantee and those named within the relevant application must accept full responsibility for the management, compliance, monitoring and control of all the research work funded as the result of this grant. This includes the requirements of all regulatory authorities governing the use of radioactive isotopes, pathogenic organisms, genetically modified organisms (GMOs), and toxic and hazardous substances. The BHWT is not responsible for such matters.
3. The Grantee must act as Supervisor to the Student and must ensure that the Student receives appropriate levels of supervision and training to enable the Project to be completed within the timescale in the original application.

4. The Grantee must ensure that all permanent and temporary staff, subcontractors, and students involved in the research receive training appropriate to their duties and in accordance with the local legislation, and comply with all relevant working codes and recognised practice legislation within the local rules and legislations – including without limitation the Health and Safety at Work Act 1974, the Control of Substances Hazardous to Health Regulations 1999 (COSHH), the Management of Health and Safety at Work Regulations 1999, the Genetically Modified Organisms (Contained Use) Regulations 2000, Approved Codes of Practice associated with any of the above, guidance from the Advisory Committee on Dangerous Pathogens (ACDP), or the Advisory Committee on Genetic Modification (ACGM) – and any other legal or regulatory requirements that may apply from time to time.
5. The BHWT does not fund salaries or third-party costs either directly or indirectly. When reviewing the costs of individual procedures, investigations, or tests, the BHWT Grants Committee understands that there may be justification for a contribution towards the time spent performing the procedure. Any contribution is on a strictly discretionary basis and is by way of supplemental grant.

Acceptance of the Grant

1. Grants awarded by the BHWT are subject to these Terms and Conditions. Any amendments subsequent to each relevant grant to the Terms and Conditions can be made only with the written agreement of both parties.
2. A signed copy of these Terms and Conditions must be returned to the BHWT in order to allow the application to receive full consideration. This must include the signature of the Grantee and an authorised representative of the Institution. The Institution acts as Sponsor, so is contractually responsible to the BHWT. No funds can be released until the signed Terms and Conditions are returned with valid signatures of both the Grantee and the Institution.
3. The applicants should plan to complete the Project by the September after the grant has been awarded, i.e. September of the same calendar year for March awards and September of the next calendar year for September awards.
4. The actual start date of the Project must be confirmed to the BHWT prior to commencement, together with the estimated duration.

Final Report

1. Successful applicants will agree to produce a short final report outlining the Project and its outcomes. This may be completed by the Student in association with the Grantee. Please note, the grant is paid in two instalments and the final payment will not be made until this report is received.
2. Applicants will not be permitted to apply for future BHWT grants unless/until they have provided a Project report.

Divergence from the Original Award

1. The BHWT understands that scientific developments may lead to a need for the Grantee to modify the aims and directions of the Project. Any such modification must be notified to the BHWT as soon as it becomes known and must be fully justified in writing.
2. The BHWT must be consulted promptly and fully prior to any proposed change to the original award conditions and reserves the right to withhold further funding should it consider the divergence from the original application to be too great.

Publications and Publicity

1. The BHWT reserves the right to publicise the awarding of grants as it sees fit.
2. The Grantee must complete one article for *Chicken & Egg* during the period of the grant or within 3 months of its expiry. This will be in a format readily understandable by the general public.
3. The Grantee must ensure that a copy of all publications based wholly or partly upon the research funded by the grant will be forwarded to the BHWT within 30 days of publication.
4. The Grantee must ensure that the BHWT contribution to the funding of the research is suitably acknowledged in a form acceptable to the BHWT in all publications. Suggested wording: ‘This study was funded [or part-funded] by the British Hen Welfare Trust.’
5. The BHWT recognises that publication of research results may need to be delayed for a reasonable period while seeking protection by way of formal registration of intellectual property arising from the research. If there are any periods of delay, the BHWT must be kept regularly informed of the precise position and the reasons.
6. The Grantee may be asked to supply materials for publicity and promotional purposes to aid the BHWT in fundraising activities.
7. If the Project involves contact with members of the public, the Grantee will endeavour to promote the BHWT whenever appropriate.

In addition, for the grant jointly funded by the BHWT and PetSavers:

1. Each Grantee must complete one article for *Companion* magazine during the period of the grant, when so requested by PetSavers.
2. As outlined above, the Student will be required to produce a 12-minute presentation at the BSAVA Congress. Submissions of research abstracts should be made in the September after the grant has been awarded. For example, for grants approved in March it is expected that an abstract will be submitted in September of the same year for presentation at the BSAVA Congress the following spring; for grants awarded in September, abstract submission would be expected in September of the following year for presentation at the BSAVA Congress the following spring.
3. All publications directly arising from the grant must be submitted to the Editor of *Journal of Small Animal Practice (JSAP)* to determine if the publication is suitable for that journal. If the Editor considers the publication suitable, then it shall be submitted to *JSAP* by the Grantee for publication in that journal.
4. For sections 4, 6, and 7 under ‘Publications and Publicity’ above, PetSavers should be acknowledged, supplied with materials, or promoted in a similar manner to the BHWT.

Limitations of BHWT’s Liability

1. The BHWT accepts no responsibility, financially or otherwise, for the expenditure (or liabilities arising out of such expenditure) or other liabilities whether direct or indirect arising out of the Project. The control of expenditure to be funded under this grant must be governed by the normal standards and procedures of the Grantee’s Institution and must be covered by the formal audit arrangements that exist within that Institution. Save as specifically provided below, Recipient Institution and the Grantee accept no responsibility for any use which may be made of any work carried out under or pursuant to this grant, or of the results of the Project, nor for any reliance which may be placed on such work or results, nor for advice or information given in connection with them.
2. Both Recipient Institution and the Grantee understand and accept that this does not in any way prevent a third party from making claims against them in relation to the work carried out pursuant to this grant and that the limitations agreed in this ‘Limitations’

- section are intended to apply to the relationship with BHWT alone.
3. The liability of the Recipient Institution or Grantee for any breach of the terms of this grant, or arising in any other way out of the subject matter of this grant, will not extend to loss of profit, or to any indirect or consequential damages or losses other than loss of business and reputational damage (whether direct or indirect) to the BHWT. The maximum liability of the Recipient Institution or Grantee to the BHWT under or otherwise in connection with this grant shall not exceed £1 million. For avoidance of doubt, no provision of this Agreement shall be deemed to exclude or limit in any way the Recipient Institution or Grantee's liability for intentional wrongdoing or statutory liability in respect of death or personal injury caused to any person as a result of their negligence, or for any sort of liability that cannot be limited in law.

Financial Arrangements

1. All claims for grant funding must be made in the form of an official invoice raised by the Grantee's Institution quoting full details of the BHWT award. 75% of funding will be available at the time the Student takes up the award and will be paid within 30 business days of receipt of a valid invoice, with the remaining 25% being paid within 30 business days after receipt of both a satisfactory final report and a valid invoice.
2. A copy of these Terms and Conditions must be passed by the Grantee to the finance department of the Institution.
3. Should the Grantee move to another Institution during the tenure of the grant, the grant may not be transferred unless all parties concerned, including the BHWT, agree in writing to such a move. The BHWT will not be liable in respect of any additional costs as a result of such a move or transfer. In the event that the BHWT does not agree to such a move it shall not be liable to make further payments under the terms of the grant. Any such decision shall be at the sole discretion of the BHWT.
4. All invoices for funding must have the reference number of the award. They must be sent to the attention of Gaynor Davies, British Hen Welfare Trust, Hope Chapel, Rose Ash, South Molton, Devon EX36 4RF, or to gaynor.davies@bhwt.co.uk.
5. Travel costs not agreed in the original application will not be covered unless written agreement has been obtained in advance from BHWT as part of a divergence from original award, as noted above.
6. The amount of any grant does not include any local taxes (or VAT). The recipient is responsible for payment of all local taxes.
7. The BHWT does not pay University Full Economic Costings.
8. The first invoice must be received by the BHWT within one year of the date of the grant being awarded and the second invoice should be received by the BHWT within one year of the proposed Project completion date. Extensions commensurate with the length of the Project originally proposed will be considered if requested in writing to the BHWT. Any money not validly invoiced within one year of the date of the original grant will be forfeited and used for funding future research projects.

Intellectual Property and Commercial Activities

1. The BHWT is committed to advancing Pet Hen Health and Welfare through its support of clinical and non-clinical research. As a charity, the BHWT is under an obligation to ensure that any research it funds is applied for the public benefit. To meet these objectives, the BHWT – together with BHWT-funded Grantees, researchers, and their Institutions – wishes to play an active role in ensuring the protection and exploitation of the intellectual property arising out of any research that it funds. Accordingly, the BHWT requires the Grantee to communicate full reports detailing the results of the

Project to BHWT at the end of the project. BHWT is always interested to hear about research that may stem from the findings obtained from Projects it has funded. The BHWT shall enjoy a perpetual, royalty-free licence to exploit such intellectual property in such manner as it may from time to time determine (including the grant of sub-licenses to such parties as it may reasonably determine as having similar objectives to those as the BHWT). In exploiting such intellectual property, it shall acknowledge the moral rights of the Grantee to be acknowledged as the author of such work.

2. No intellectual property created or acquired in connection with BHWT-funded activity may be exploited in any way by the Grantee without prior written consent of the BHWT; such consent to not be unreasonably withheld or delayed. Exploitation includes use for any commercial purpose or any licence, sale, assignment, materials transfer, or other transfer rights. As a condition of granting such consent, the BHWT may require the Grantee to agree to terms of exploitation including the sharing of the benefits (such as revenues and equity) arising from the exploitation. The BHWT shall have the right to audit the Grantee's relevant accounts and records to confirm that there has been an appropriate benefit sharing made in relation to any such exploitation.
3. For the grant jointly funded by the BHWT and PetSavers, PetSavers shall have interests and rights equal to those of the BHWT mentioned in sections 1 and 2 under 'Intellectual Property and Commercial Activities' above.

Termination of a Grant

The BHWT may, without prejudice to its other rights and remedies, by notice in writing to the Grantee, immediately terminate its obligations in relation to the Grant if either the Grantee or the Student:

1. is in material or persistent breach of any of its obligations under this Agreement and if that breach is capable of remedy and the Grantee and/or Student has failed to remedy that breach within 30 days after receiving written notice requiring remedy of that breach; or
2. conducts the project in a manner that, in the reasonable opinion of the BHWT, is prejudicial to the reputation of the BHWT; or
3. conducts the Project in such a manner that, in the reasonable opinion of the BHWT, such prejudicial impact is about to occur; or
4. undergoes a change of control that is, in the BHWT's reasonable opinion, likely to have an adverse effect on the project.

Notwithstanding the foregoing, the BHWT will reimburse the Grantee for expenditure properly and directly incurred or committed under the Project up to the termination date, but shall not be liable for any other form of loss incurred by the Grantee.

Where a student does not complete the Project, a full written report of the Project to date must be provided by the Grantee and Student within 8 weeks of that Student ceasing work on the Project, including the reasons for failure to complete the Project.

The Grantee and the Institution agree to abide by the above terms and conditions.

Signature of Principal Applicant / Grantee:

Print Name: Date:

Signature of authorised representative of the Institution (with contractual responsibility to the BHWT):

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Print Name: Date: