



**The Hong Kong Jockey Club
Equine Welfare
Research Foundation**

Grant Administration Manual

for

**Major Research Grant, Pump-prime Funding &
Small Research Project**

2024/2025

(Version No. 5.0)

Important changes on this Manual are summarised on the page overleaf

The Hong Kong Jockey Club Equine Welfare Research Foundation Limited
(A tax-exempt charitable organisation under Section 88 of Inland Revenue Ordinance
(Cap. 112 of the laws of Hong Kong SAR))



Important Information

This Grant Administration Manual ('Manual') contains the specifications and policies for the following grant programmes administered by The Hong Kong Jockey Club Equine Welfare Research Foundation Limited ('Foundation'):

- Major Research Grant;
- Pump-prime Funding; and
- Small Research Project

Applicants should read this Manual before submitting an application. **The applying Administering Institution / Host Organisation must be a non-profit organisation. Applications submitted by an ineligible Administering Institution / Host Organisation will not be considered.**

Administration of all funded projects, including on-going projects, are subject to the specifications in this edition of this Manual (Version 5.0, December 2024), unless otherwise specified. Principal Investigators / Lead Applicants, Co-Investigators, Collaborators and other person(s) who participate in the funded projects of the Foundation should read the latest Manual and be aware of the important changes that may affect the funded projects.

Important changes to Version 5.0 of this Manual include:

- **(Paragraph 3.1)** Funding duration of Major Research Grant;
- **(Paragraph 5.1)** Eligibility of Lead Applicant of Small Research Project to participate in other concurrent applications; and
- Amendments in 'Annex C – List of Costs Supported'

The Foundation's decision will be final on all matters where this Manual are to be interpreted or are silent.

Latest information about the Foundation and all public announcements will be promulgated via the [Foundation's website](#).

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Version History

Version No.	Month and Year of Release	Details
1.0	March 2021	First official release
2.0	December 2021	Revision
2.1	December 2021	Revision
3.0	November 2022	Important changes: (i) increased grant ceiling of the Major Research Grant to HKD 3,000,000; (ii) included 'Annex B - Policy for Travel and Conference'; and (iii) included 'Annex D - Standard Terms and Conditions of Grant'.
4.0	November 2023	Important changes: (i) limit on Indirect Costs / Overheads; (ii) amendments in 'Annex C - List of Costs Supported'.
4.1	December 2023	'Version History' of this Manual on "Important Information" page.
5.0	December 2024	(Specified in the textbox in the middle of this page)

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1 About The Hong Kong Jockey Club Equine Welfare Research Foundation

1.1 The Hong Kong Jockey Club

The Hong Kong Jockey Club ('Club') is a world-class racing club that acts continuously for the betterment of our society.

Founded in 1884 as a membership club to promote racing, today the Club operates a unique integrated business model of world-class racing and racecourse entertainment, a membership club, responsible sports wagering and lottery, and charities and community contribution. This enables the Club to generate economic and social value.

In 2023/24, the Club returned a total of HKD 40.1 billion to the community. This included HKD 29.9 billion to the Hong Kong Government in betting and lottery duties, profits tax and Lotteries Fund contributions and HKD 10.2 billion in approved charity donations via The Hong Kong Jockey Club Charities Trust.

The Club understands that racehorses are an integral part of the racing sports and that the racing industry has a responsibility to ensure that racehorses always receive the best care possible. As such, the Club is committed to enhancing the health and welfare of its racehorses through the establishment of world-class infrastructure including equine hospitals, stabling and rehabilitation facilities and the effective implementation of policies and protocols to provide appropriate health protection and care.

1.2 The Hong Kong Jockey Club Equine Welfare Research Foundation

The Club recognises that quality scientific research studies on an ongoing basis are critical to the continuous advancement of equine welfare. The Hong Kong Jockey Club Equine Welfare Research Foundation Limited was established in 2020 as a tax-exempt charitable organisation under Section 88 of Inland Revenue Ordinance (Cap. 112 of the laws of Hong Kong SAR) with a donation of HKD 600 million from the Club. Funds will be disbursed annually depending on income generated from investment of this principal sum.

The Foundation's vision is to constantly improve the quality of life of Thoroughbred racehorses throughout and after their racing careers and to educate the public about equine health and welfare. We will do this by funding scientific research into relevant topics and encouraging collaboration between scientists, scholars, veterinarians and those engaged at the forefront of the racing industry whose decisions and actions affect the welfare of racehorses. We will support the dissemination of information and education through the Foundation's website and by organising a translational conference every four years. In addition, we will offer scholarships for the cultivation of young talent specialising in equine welfare research.

1.3 Objectives of the Foundation

The Foundation's primary objective is to improve the lives of Thoroughbred racehorses both during and after their racing careers. We aim to contribute to the overall knowledge of equine health and welfare by supporting increased quantity of high quality scientific research studies. The research outcomes will be openly disseminated, offer education to the public on racehorse welfare and be applied to benefit the racing and equine industry. Such research shall focus on all areas of equine welfare, in particular topics relating to:

- (a) Reducing the incidence of disease and injury in racehorses while training, racing and in retirement;
- (b) Improving veterinary clinical care to achieve better outcomes in the treatment of racehorses that sustain injuries or suffer disease;
- (c) Developing management practices that improve the health and welfare of racehorses while training, racing and in retirement; and
- (d) Improving veterinary clinical practice and knowledge to facilitate better informed decisions on how to manage racehorses on retirement from racing.

1.4 Governance of the Foundation

1.4.1 Board of Directors

The Foundation is governed by a Board of Directors. The Board oversees the overall operation of the Foundation to make sure it adopts a stringent approach in the selection of funding recipients and to ensure the effective application of the research outcomes for the benefit of equine welfare. It will make the ultimate decisions on which applications to fund in each annual grant cycle. Each year the Board endorses issues of particular relevance to the welfare of racehorses that merit close attention. This information will be published on the Foundation's website in advance of the next deadline for grant submissions to provide applicants with time to develop relevant proposals.

The Board will also review the progress of projects that the Foundation supports on an annual basis to ensure that the work is on target and justifies continued funding.

1.4.2 Veterinary Advisory Committee

The Veterinary Advisory Committee (VAC) is appointed by the Foundation's Board of Directors to advise the Board on scientific and clinical matters relating to veterinary science and research.

The VAC will oversee a process of peer review of valid applications to the Foundation for funding. Projects will be ranked according to specified criteria and only those graded above a threshold level will be forwarded to the Board of Directors for further review.

The VAC will also review progress reports of funded projects and quantify actual achievements against research milestones and outcomes documented in the initial application to ensure that all funding is granted for optimal results.

The VAC will consist of eight members, all of whom are scientists and/or clinicians who have well-established backgrounds and have achieved international recognition in their respective fields.

2 General Regulations for All Grant Programmes of the Foundation

- 2.1 Grant opportunities are open for applications on an annual basis. Each year, the Foundation will announce important issues that it believes merit particular attention for further research. Proposals that address subjects directly related to these issues will receive priority consideration. A list of research priorities can be found via the [Foundation's website](#).
- 2.2 The Foundation will only support scientific research work of an academic nature.
- 2.3 Applicants must:
- (1) submit their applications on-line and in English through the Foundation's [Grant Management System](#) on or before the application closing date as announced on the website. Applications submitted after the application closing date will not be accepted; and
 - (2) give clear indication of how the proposed work may advance horse welfare and match the objects of the Foundation.
- 2.4 The Foundation's decisions for funding are based on merit and relevance of the proposed project to the Foundation's objectives. The Foundation's decision is final. Collaboration with organisations in Hong Kong will not necessarily be seen as a significant advantage.

3 Major Research Grant

- 3.1 The grant ceiling is HKD 3,000,000 for each Major Research Grant award for routinely a maximum of three years, although longer will be considered with strong justification.
- 3.2 A Project Team applying for a Major Research Grant will comprise a Principal Investigator; and any number of Co-Investigators and/or Collaborators.
- 3.3 An individual holding an academic appointment at a University or other established academic institution, as defined in paragraph **3.7**, is eligible to serve as Principal Investigator. The Principal Investigator:
- (1) must be a full-time and salaried employee of the Administering Institution (the applying Administering Institution cannot request for any support for salary and other employment benefits of the Principal Investigator from the Foundation);
 - (2) has the overall responsibility for the scientific direction and technical oversight of the research project; and
 - (3) will be the primary contact for the Foundation.
- 3.4 A Principal Investigator in an application for a Major Research Grant is allowed to submit one application per grant round, either new or re-submission of a previous application that was not funded. The Principal Investigator may also:

- (1) participate as Co-Investigator and/or Collaborator in other concurrent applications; and/or
 - (2) serve as a Principal Investigator in an application for a Research Training Scholarship from the Foundation (subject to the specifications in the Foundation's 'Administration Manual for Research Training Scholarship').
- 3.5 Co-Investigators have a critical and continuing role in the research project and share similar responsibilities to that of the Principal Investigator. While the Principal Investigator has ultimate responsibility for the conduct of a research project, the Co-Investigators are also obligated to ensure the project is conducted in compliance with applicable laws and regulations and institutional policies governing the conduct of research.
- 3.6 Collaborators may be academic staff in a university or other academic institution or veterinary surgeons, scientists or other practitioners in equine-related fields who are committed to providing focused contributions for specific task(s) of the research project.
- 3.7 The Administering Institution must be a university or other academic institution and must:
- (1) have relevant scientific research background;
 - (2) have a governing board or council on animal research ethics and research safety;
 - (3) have experience in administering research grants from government or non-government bodies;
 - (4) have the necessary research infrastructure as demonstrated in the institution's website or published reports; and
 - (5) be financially viable and of sufficient size to provide assistance, resources, equipment, facilities, services to support research activity.
- 3.8 The Administering Institution must commit to:
- (1) ensure that all research activity is conducted in an ethical, responsible, diligent and competent manner and in accordance with this Manual and the Letter of Offer (which includes the Standard Terms and Conditions of Grant in Annex D of this Manual as may be amended and/or varied by the Foundation from time to time); and
 - (2) provide all necessary support such as laboratory service and access to major items of equipment and central facilities to facilitate the researchers to undertake the project.
- 3.9 The Principal Investigator must be employed by the Administering Institution at the time of submitting the application. The Principal Investigator shall inform the Grant Administrator if he/she plans to leave the Administering Institution after submission of an application. Failure to do so may result in disqualification of the application.
- 3.10 The Principal Investigator's track record of overdue or sub-standard reports of project(s) funded by the Foundation will be taken into consideration when assessing

new grant applications. Approval for further funding is unlikely to be granted if a Principal Investigator has outstanding report(s).

- 3.11 The Principal Investigator must ensure that the Co-Investigator(s), Collaborator(s) and other person(s) who participate in the project(s) are appropriately experienced and qualified to perform the clinical procedures, animal and/or medical tests; and to handle biological specimens and samples involved in the funded project. The Foundation has the right to request the Principal Investigator or the Administering Institution to provide evidence of qualifications and experience of the Project Team and/or other person(s) who may be involved in applications to and projects supported by the Foundation.
- 3.12 The Principal Investigator must refer the application to: (i) each member of the Project Team to confirm their collaboration and commitment to the project; and (ii) the Administering Institution for endorsement through the Grant Management System. The Foundation will only process applications which have been approved and submitted by the Approver of the Administering Institution by the application closing date. Please allow sufficient time for the Approver of the Administering Institution to review and approve the application.

4 Pump-prime Funding

- 4.1 The Pump-prime Funding programme provides support for “proof of concept” studies with the clear aim of leading to a larger study. The grant ceiling is HKD 300,000 for each Pump-prime Funding project, which is expected to last up to one year. Applicants should clearly indicate how work could lead on to a more substantial study. Funding opportunities are open to researchers at university or other academic institutions.
- 4.2 A Project Team applying for Pump-prime Funding will comprise a Principal Investigator; and any number of Co-Investigator(s) and/or Collaborator(s).
- 4.3 A Principal Investigator of Pump-prime Funding may:
- (1) submit more than one research application for Pump-prime Funding;
 - (2) serve as a Principal Investigator in an application for a Research Training Scholarship from the Foundation (subject to the specifications in the Foundation’s ‘Administration Manual for Research Training Scholarship’); and
 - (3) participate as Co-Investigator and/or Collaborator in other concurrent applications to the Foundation.
- 4.4 Paragraphs **3.3, 3.5 to 3.12** of Section 3 - ‘Major Research Grant’ of this Manual are also applicable to Pump-prime Funding.

5 Small Research Project

- 5.1 The Foundation supports Small Research Project capped at HKD 150,000 for each award for up to one year. Funding opportunities are open to Lead Applicants who are not necessarily university or academic staff (e.g. practitioners, veterinarians, and

scientists) who are employed at a defined 'Host Organisation'. The Lead Applicant may:

- (1) participate as Co-Investigator and/or Collaborator in other concurrent applications (subject to paragraphs **3.5** and **3.6** of this Manual); and/or
- (2) serve as a Principal Investigator in an application for a Research Training Scholarship from the Foundation (subject to the specifications in the Foundation's 'Administration Manual for Research Training Scholarship').

5.2 The Host Organisation will serve as the entity to manage research funds. Host Organisations may include:

- (1) universities or other academic institutions globally; and
- (2) non-profit organisations in equine welfare or related fields.

5.3 A Project Team applying for a Small Research Project will comprise a Lead Applicant and may include any number of Collaborator(s) as defined in paragraph **3.6** during the course of the research project.

5.4 The Lead Applicant has the overall responsibility for the scientific conduct of the research project. The Lead Applicant can be a veterinary surgeon, scientist or other practitioner in equine-related field and is not required to hold any academic appointment. However, the requirements stated on paragraph **3.3** are applicable to Lead Applicants who are academic staff of universities or other academic institutions. The Lead Applicant will be the primary contact for the Foundation.

5.5 The Lead Applicant must demonstrate that they have arranged access to all resources required for them to undertake the proposed study.

5.6 A Lead Applicant is allowed to submit one application per grant round. The Lead Applicant may participate as Co-Investigator and/or Collaborator of other concurrent applications to the Foundation.

5.7 The Lead Applicant is required to seek endorsement from the representative of the Host Organisation through the Grant Management System. Representative of the Host Organisation may be:

- (1) the Dean or Head of Department if the Lead Applicant is an academic staff of a university or other academic institution; or
- (2) the Director or other authorised person, who must not be a member of the Project Team, if the Lead Applicant works at a non-profit organisation.

6 Assessment Process

6.1 The Foundation will perform administrative checking for all applications. Applications that are incomplete, inconsistent with submission requirements; or insufficiently detailed to allow external review will be reported to the VAC and may not be processed after the application closing date.

6.2 All applications will be routinely screened for plagiarism using dedicated software. Applications that are clearly misaligned with the Foundation’s objects or in which there is evidence of plagiarism (including self-plagiarism) will be reported to the VAC and may not be processed.

6.3 The VAC will refer individual applications to international specialist(s) in the relevant field to conduct peer review of the applications (‘Peer Reviewers’). The number of external Peer Reviewers will vary depending on the grant programme:

<u>Grant Programme</u>	<u>No. of Peer Reviewer(s)</u>
Major Research Grant	2 or more
Pump-prime Funding	1 or more
Small Research Project	1 or more

6.4 A Peer Reviewer will grade an application according to:

- (1) scientific merit;
- (2) study design;
- (3) potential impact;
- (4) track record of the Project Team; and
- (5) feasibility of the study, budget and existing resources available to the Project Team.

6.5 Once all the reviews have been received, the VAC will agree the final scientific grading for each application. This will determine the list of applications that are referred to the Board of Directors for consideration. The Board will ultimately decide which applications to fund. Decisions over funding made by the Board of Directors are final.

6.6 All Principal Investigators / Lead Applicants will be notified of the application results by email. Information about the approved applications (i.e. items (1) to (9) of paragraph 17.1 of this Manual) will be posted on the Foundation’s website for public inspection.

6.7 Successful applicants will receive a Letter of Offer for Grant Award together with the Statement of Grant Award and the Standard Terms and Conditions of Grant (as may be amended and/or varied by the Foundation from time to time) (collectively, the ‘Letter of Offer’) from the Foundation. The grant will be awarded in the name of the Administering Institution / Host Organisation. The Letter of Offer, which covers terms and conditions, payment, reporting, deliverables, etc., must be signed and acknowledged by the Administering Institution / Host Organisation and the Principal Investigator / Lead Applicant.

6.8 The Foundation’s Standard Terms and Conditions of Grant are designed in accordance with international practices and standards to meet the needs of institutions globally, and are applicable to all Administering Institutions and Host Organisations. The Foundation will not consider any request for changes to the Foundation’s Standard Terms and Conditions of Grant apart from those strictly required to satisfy local law or regulations (in which case documentary evidence of the need for change must be provided to the Foundation and any such request will

be considered by the Foundation on a case-by-case basis in its absolute discretion in accordance with Clause 11.3 of the Foundation's Standard Terms and Conditions of Grant). A copy of the Foundation's prevailing Standard Terms and Conditions of Grant is included as Annex D and may be amended and/or varied by the Foundation from time to time.

6.9 The award of grant is conditional upon the Foundation receiving the following documents to its satisfaction:

- (1) the 'Letter of Offer' signed and acknowledged, and acceptance of the Foundation's Standard Terms and Conditions of Grant by the Administering Institution / Host Organisation and the Principal Investigator / Lead Applicant;
- (2) evidence of certifications or licenses issued by government authorities to conduct experimental research involving human and/or animals (if applicable);
- (3) evidence of approvals from safety and/or ethics committee (if applicable); and
- (4) any other documents requested in the Letter of Offer.

6.10 The Principal Investigator / Lead Applicant holds the primary responsibility to apply for the necessary government certificate(s) or licence(s) and to maintain validity of the documents throughout the duration of the funded project. The Project Teams must also obtain consent from any human research participant or owner of any animal involved in the funded project as required and be prepared to confirm this to the Foundation with documentary evidence on request. Failure or unreasonable delay to comply with these requirements may result in withdrawal of grant.

6.11 Unsuccessful applicants will receive a formal notification letter. Their applications will be retained by the Foundation for up to 3 years. Applicants can re-submit unsuccessful applications in future round(s) unless advised otherwise. However, they must demonstrate changes made in response to comments from previous review. Applicants should note that having addressed Reviewer's comments is not a guarantee of funding. Re-submission of a declined application without modification will not be accepted. Applications declined on the ground of misconduct by the Foundation or other funding agencies (local or overseas) will not be (re)considered.

7 Use of Animals in Research

7.1 The Foundation will fund research that involves animals if it is legal, ethical and scientifically justified. All Researchers of funded projects must adhere to the "Policy Statement of Using Animals in Veterinary Research" as set out in Annex A of this Manual.

7.2 Applicants should state clearly in their proposals for research involving horses or any other animals:

- (1) research objectives and how the knowledge generated will advance the field;
- (2) the need to use animals and the lack of realistic alternatives;
- (3) choice of species of animals to be used;
- (4) type of animal(s) (if any);
- (5) planned experimental design and its justification;

- (6) number of animals and frequency of measurements / interventions to be used;
- (7) primary outcomes to be assessed;
- (8) planned statistical analyses;
- (9) type of government license(s) required (if any); and
- (10) ethical approval required.

8 Research Integrity

- 8.1 Where the Project Team or the Administering Institution / Host Organisation considers that a grant application contains an interest that gives rise to any actual, potential or perceived conflict of interest, a letter detailing the proposed plan for managing that conflict should be submitted to the Foundation. Interests declared will be scrutinised by the Foundation's staff and drawn to the attention of members of VAC and/or the Board of Directors making the decision on funding. Conditions relating to how conflicts should be managed may be attached to awards.
- 8.2 If new conflicts arise once an award has been made these should be declared to the Foundation and managed using the established processes of the Administering Institution / Host Organisation.
- 8.3 The Project Team and/or other persons(s) must be honest in conducting research and reporting research findings to the research community and the public. All researchers have a duty of care to research participants under study. They must be fair in giving credit for the work of other researchers and project staff members who participate in the research.
- 8.4 The Project Team and/or other persons(s) must not engage in any misconduct that deviates from the commonly accepted practices of the research community for conducting and reporting research. Such behaviour includes plagiarism, abuse of data (i.e. fabrication, falsification, unethical collection of data, unauthorised use of data, etc.), non-disclosure of potential conflict of interest, and non-compliance of regulations. If the Foundation becomes aware of issue(s) concerning research integrity, the Foundation may contact the Administering Institution / Host Organisation for further investigation.
- 8.5 Appropriate risk assessment exercises must be performed before an experiment is conducted. Experiments that are considered unsafe, as judged by experts and professionals, must not be carried out unless the risks have been sufficiently mitigated or nullified.

9 Commencement of Project

- 9.1 Projects that receive grant awards must start within six months from the date of Letter of Offer. Deferral of project commencement will only be considered under exceptional circumstance.
- 9.2 The date of commencement of the project ('Project Commencement Date') is the first day on which the project starts regardless of whether expenditure has been

incurred previously. The Principal Investigator / Lead Applicant must inform the Foundation of the Project Commencement Date and any subsequent change(s). Claims for funding work (e.g. purchase of equipment or the salary of project staff) incurred before the Project Commencement Date will not be considered.

10 Monitoring

- 10.1 The Foundation encourages regular exchange between the Foundation and the Principal Investigator / Lead Applicant and also between the Foundation and the Administering Institution / Host Organisation in order to facilitate smooth administration of each project.
- 10.2 Member(s) of the Foundation or representative(s) on its behalf may carry out the following activities in the course of project:
- (1) discuss any aspect of the project with the Project Team;
 - (2) inspect the equipment or materials acquired under the grant; and/or
 - (3) carry out visits to the Administering Institutions / Host Organisations or organisations where the funded projects take place.
- 10.3 Ongoing projects will be subject to annual review and continuation of funding will be dependent on demonstration by the Principal Investigator of satisfactory progress.
- 10.4 The Principal Investigator / Lead Applicant shall inform the Foundation if replacement of a Co-Investigator or Collaborator is necessary and submit the curriculum vitae of the nominee. Justification from the Principal Investigator / Lead Applicant will be required to remove a Co-Investigator / Collaborator without replacement. The Principal Investigator / Lead Applicant and/or the Administering Institution / Host Organisation shall submit a written request with rationale justifying removal of the Co-Investigator / Collaborator without replacement. The Principal Investigator / Lead Applicant should provide written consent from the Co-Investigator / Collaborator concerned for removing the Co-Investigator / Collaborator from the Project Team.
- 10.5 For Major Research Grant and Pump-prime Funding, the Foundation must be notified within one month by the Administering Institution if:
- (1) the Principal Investigator withdraws from the project, resigns from the Administering Institution or is absent from the Administering Institution for a period longer than 60 consecutive days; or
 - (2) there are any organisational changes of the Administering Institution that may affect the Principal Investigator's capacity to conduct and complete the project.

11 Financial Administration of Grant

- 11.1 The Foundation accepts applications in HKD, CNY, AUD, CAD, CHF, EUR, GBP, JPY, NZD, SGD and USD. Applicants must submit their research budget in the local currency of the Administering Institution / Host Organisation if such currency is accepted by the Foundation.
- 11.2 The Foundation will make payments to the bank account of the Administering Institution / Host Organisation indicated in the “Statement of Grant Award”. The Administering Institution / Host Organisation must inform the Foundation if there are changes in their bank details.
- 11.3 The Administering Institution / Host Organisation can request for payments of staff costs in advance or by reimbursement on a quarterly basis. Staff costs of other collaborating institutions must be settled through the Administering Institution / Host Organisation only. These can be claimed in advance or in arrears although all claims must include an invoice from the Administering Institution / Host Organisation, with supporting documentation provided by the collaborating institution. All other eligible costs will be paid by reimbursement.
- 11.4 The Foundation will support costs of research work incurred from the Project Commencement Date (as defined in paragraph 9.2) and end date. Claims for costs incurred before the Project Commencement Date will not be considered.
- 11.5 The Foundation is a charitable organisation in Hong Kong and would not normally support indirect costs (i.e. overheads). Applicants for Major Research Grant may ask for overheads in their research budget only if it is an institutional requirement with good justification. However, the Foundation will only award up to 25% of the total cost of the project effective for all applications from 2023/24.
- 11.6 An authorised person of the Administering Institution / Host Organisation should submit completed reimbursement forms with supporting documents via the Grant Management System by the first week of January, April, July and October each year starting from the Project Commencement Date. Annex B of this Manual details the Foundation’s Policy for funding Travel and Conference expenses which is applicable to all grant awards of the Foundation, including awards made prior to when this Manual is published. Annex C of this Manual contains a list of the eligible costs for reimbursement. The Foundation shall have the absolute discretion to reject any application for reimbursement and the decision of the Foundation shall be final.
- 11.7 The Foundation will NOT support the following:
- (1) Cost for clearance / approvals / certificates from relevant ethics committees and regulatory bodies;
 - (2) Cost of unspecified research work;
 - (3) Cost of equipment unless justified according to project needs; or
 - (4) Incentives or entertainment of any kind unless justified according to project needs and prior approval from the Foundation has been obtained.
- 11.8 The Foundation will retain the final 10% of the Amount of Award until the Final Report has been received and approved to the satisfaction of the Foundation.

- 11.9 Payment will be made within six weeks to the Administering Institution / Host Organisation upon satisfactory progress of project and verification of reimbursement claims received. The Foundation will put on hold the reimbursement claims if:
- (1) information or documentary evidence in support of the reimbursement claims are missing; and/or
 - (2) the project account is frozen due to unsatisfactory progress or overdue reports and/or other necessary documents; and/or
 - (3) the claim amount is over 90% of the Amount of Award according to the Letter of Offer; and/or
 - (4) investigation on research misconduct is on-going.
- 11.10 The Project Team and the Administering Institution / Host Organisation are required to maintain accounts, records and supporting documents (e.g. invoices, receipts, procurement documents for equipment) pertaining to the costs incurred. The Foundation may request to examine accounts, records and supporting documents at any time prior to release of any payment.
- 11.11 The Principal Investigator / Lead Applicant and the Administering Institution / Host Organisation shall not sub-contract any part of the project without prior written consent of the Foundation. Where a third party such as a sub-contractor or a service provider is/are involved to carry out work or provide a service for the project, the work or service should be costed as one sum on the application. The Administering Institution / Host Organisation should have in place a mechanism so that all sub-contracted work should be subjected to a competitive purchasing process to ensure best value for money. Where this is not possible because of the specialist nature of the work involved, it must be fully justified in the relevant section of the application form.
- 11.12 The Principal Investigator / Lead Applicant and the Administering Institution / Host Organisation:
- (1) hold the responsibility to monitor and evaluate the sub-contractor's performance; and
 - (2) remain liable for the full remuneration and liability of the contractor.
- 11.13 The Administering Institution / Host Organisation should pay the sub-contractor unless the sub-contractor's invoice is found to be improper. The Administering Institution / Host Organisation should submit to the Foundation the invoice from the third party for reimbursement claims. Under no circumstances will the Foundation make payment to a third party.
- 11.14 Payment from the Foundation is inclusive of all taxes, duties, fees and other charges (including, but not limited to, any charges incurred for the purposes of international bank transfers). The Administering Institution / Host Organisation shall be solely responsible for all taxes, duties, withholdings, fees or other charges which may be payable out of or as a result of the receipt of any payment from the Foundation. The Foundation will make the payment to the Administering Institution / Host Organisation only and shall not be responsible for any liability, loss or damage arising out of any delay in payment to the Administering Institution / Host Organisation,

whether as a result of administrative error, delay in international bank transfer or any other reasons.

- 11.15 The Administering Institution / Host Organisation shall ensure that funds from the Foundation are used exclusively for the purpose of carrying out the project as approved in the Letter of Offer and in accordance with the Letter of Offer and all applicable laws. The Foundation will only make payment in accordance with the Letter of Offer and any deficit or cost overrun of the project shall be the responsibility of the Administering Institution / Host Organisation.

12 Reports

- 12.1 The Principal Investigator / Lead Applicant and the Administering Institution / Host Organisation must submit the following reports according to the Letter of Offer:

<u>Grant Programme</u>	<u>Reports to be submitted</u>
Major Research Grant	<ul style="list-style-type: none">• Progress Report and Financial Statement every 12 months after project commencement;• Final Report and Financial Statement no later than three months after project completion; and• A Dissemination Report 12 months after project completion.
Pump-prime Funding	Report and Financial Statement no later than three months after project completion
Small Research Project	Report and Financial Statement no later than three months after project completion

- 12.2 If the Principal Investigator and the Administering Institution of a Major Research Grant or Pump-prime Funding award could not submit the report and/or other necessary documents, the Principal Investigator can submit a request for Alteration of Grant as soon as possible without delay and give justification for such alteration by writing to the Foundation.

- 12.3 A warning letter will be issued to Principal Investigator / Lead Applicant and the Administering Institution / Host Organisation if overdue reports are not submitted after issuance of two overdue reminders with extended deadline. If the Principal Investigator / Lead Applicant and the Administering Institution / Host Organisation fails to submit the required reports by the final deadline, actions that will be taken may include: warning letter, letter of concern to the Administering Institution / Host Organisation; withhold project funding; restriction from future grant applications; removal of grant; and/or demand for repayment of grant.

13 Alteration of Grant (for Major Research Grant & Pump-prime Funding)

- 13.1 All requests for alteration, including requests for change of budget, time extension, change of research protocol, must be submitted by the Principal Investigator and the Administering Institution in writing to the Foundation. Full justifications with a

discussion of the anticipated impact on the study objectives and timeline should be provided. Requests will be considered on a case-by-case basis by the VAC and/or the Board of Directors. The Principal Investigator shall obtain the relevant approval from ethics committee and/or safety committee after a change of study protocol is granted, if appropriate. Funding will be suspended until evidence of approval has been received.

13.2 Decision on request for alteration will normally be issued to the Principal Investigator and the Administering Institution in writing by email within 15 working days. Longer processing time is needed if approval from the Board of Directors is required. No appeal is allowed for decisions relating to the alteration request.

13.3 If the Principal Investigator is:

(1) unable to complete the proposed work prior to the end date of the project as stipulated in the Letter of Offer: a no-cost time extension may be requested by writing to the Foundation before the proposed work is due to be submitted and the grant of any such extension is subject to the Foundation's consent. The request must include a justification for time extension, a financial statement, a progress report, and a revised work plan, each to the satisfaction of the Foundation.

(2) moving to another institution that is eligible to receive funding: the grant may be transferred to the new institution subject to the Foundation's consent. In such transfer, the Principal Investigator must provide the following to the satisfaction of the Foundation:

- (a) a letter from the original Administering Institution stating the date of termination;
- (b) a Financial Report from the original Administering Institution stating all accounts and the grant amount to be returned to the Foundation;
- (c) an Additional Progress Report to give details of the project as of the date of change of Administering Institution;
- (d) a letter from the original Administering Institution consenting to the transfer of the project and the grant to the new Administering Institution; and
- (e) a letter from the new Administering Institution containing the names of personnel who will be handling the project, facilities and resources and the certificates.

(3) unable to complete the project for any reason: the funded project may be transferred to another Principal Investigator subject to the Foundation's consent. The existing Principal Investigator or the Administering Institution shall nominate a suitably qualified candidate and submit the supporting documents to the satisfaction of the Foundation:

- (a) a letter from the Head of Department of the existing Principal Investigator; and
- (b) curriculum vitae of the nominated Principal Investigator.

14 Termination of Projects and Withdrawal of Grants

- 14.1 Improperities of any of the Project Team of funded projects (detailed in Section 8 - 'Research Integrity') will lead to penalty actions, which may include one or a combination of the following at the absolute sole discretion of the Foundation:
- (1) warning letter;
 - (2) letter of concern to the Administering Institution / Host Organisation;
 - (3) withhold project funding;
 - (4) restriction from future grant applications;
 - (5) removal of grant; and/or
 - (6) demand for repayment of grant.
- 14.2 The Foundation reserves the right at any time and without notice to terminate projects and withdraw the grant in full or in part if:
- (1) the research work deviates significantly from the work specified in the Statement of Grant Award without informing the Foundation; or
 - (2) the Principal Investigator / Lead Applicant fails to provide a Progress Report on request; or
 - (3) the Project Team and/or other person(s) who may be involved in project or the Administering Institution / Host Organisation fail to comply with this Manual and/or the Letter of Offer; or
 - (4) for any other valid reason not specified above as the Foundation deems appropriate.
- 14.3 In such cases, the Foundation will reimburse expenditure properly incurred up to the date of termination and will not be liable for any matters or circumstances, including financial, after this date. The Foundation will reimburse salaries contractually payable by the Administering Institution / Host Organisation to project staff in lieu of the contracted notice period as appropriate.
- 14.4 Notwithstanding paragraph **14.3** above, the Foundation shall not be responsible for any liability, loss or damage arising out of any termination or withdrawal of the project or the grant.

15 Intellectual Property

- 15.1 The Foundation is a tax-exempt charitable organisation under Section 88 of Inland Revenue Ordinance (Cap. 112 of the laws of Hong Kong SAR), which intends to *create, share and apply* knowledge and works to ensure that the research outcomes from the projects supported are openly disseminated (see Section 17 - 'Publishing and Dissemination of Research Findings') to benefit the global racing industry and also used to educate the public about equine health and welfare.
- 15.2 The Foundation supports research work of an academic nature and does not intend to own the knowledge or invention. The Foundation's Intellectual Property (IP) policy is subject to any terms and conditions in the Letter of Offer (as detailed in Clause 7 of the Standard Terms and Conditions of Grant, Annex D of this Manual, as may be amended and/or varied from time to time).

- 15.3 Whilst the Foundation will not seek to own or co-own any IP, the Foundation will require in its Standard Terms and Conditions of Grant that if the Administering Institution or Host Organisation commercialise any IP arising from the research work, they must prioritise the delivery of public benefit above commercial considerations, and must not apply for any private or personal benefit(s).
- 15.4 The Principal Investigator / Lead Applicant or Administering Institution / Host Organisation shall promptly inform the Foundation in writing of its intention to commercialise any discovery, development, application or technical knowledge arising in the course of the project; and if delay in disseminating knowledge gained from the work is necessary due to patent results pending or otherwise any such commercialisation.
- 15.5 The Administering Institution / Host Organisation:
- (1) can exercise their discretion to submit IP applications in country (or countries) which the Administering Institution / Host Organisation deems appropriate; and
 - (2) will be responsible for the fees, costs, charges and expenses connected with obtaining, maintaining, protecting the patents and preventing infringement.
- 15.6 To realise the impact of research outcomes and translate new knowledge into real improvements to the welfare of racehorses, the Foundation will require that the research outcomes can be applied by the Foundation for the benefit of the health and welfare of horses in Hong Kong and/or Conghua in accordance with the Letter of Offer (including the Standard Terms and Conditions of Grant in [Annex D](#) of this Manual as may be amended and/or varied from time to time).
- 15.7 If the Foundation is not satisfied with the manner in which an Administering Institution / Host Organisation manages, protects and/or commercialise any IP, the Foundation may step in and manage, protect and commercialise the IP in order to ensure that the Foundation's objectives are met.

16 Privacy and Data Protection

- 16.1 The Principal Investigator / Lead Applicant and the Administering Institution / Host Organisation shall ensure that all legislation and regulatory requirements in force from time to time relating to the collection, use and disclosure of personal data are complied with. The Principal Investigator / Lead Applicant and the Administering Institution / Host Organisation shall adopt and maintain adequate data privacy policies and practices, which shall not be of a standard lesser than the Foundation's [Privacy Policy Statement](#).
- 16.2 Unsuccessful applications will be retained by the Foundation for up to three years. All application data will be destroyed after this period unless the applicant gives prior notice to the Foundation in writing.
- 16.3 If an applicant withdraws his/her application at any time and wishes to have all application records permanently deleted, he/she must write to the Grant

Administrator to confirm withdrawal of application and removal of all data submitted to the Foundation.

- 16.4 The personal data provided in the grant application will be used by the Foundation and the relevant parties for the purpose of assessing applications. For successful applicants, such data will also be used for project monitoring, research and statistical analysis, promotion, publicity and dissemination purposes as appropriate. The collection, use and disclosure of any such personal data will be handled in accordance with the Foundation's [Privacy Policy Statement](#).
- 16.5 The Principal Investigator / Lead Applicant must ensure that any personal data collected in the research activities, if any, shall be securely handled and that the anonymity of research participants is preserved in any report or publications arising from work funded by the Foundation.
- 16.6 Researchers have the right to access and correct the personal data provided to the Foundation in accordance with sections 18 and 22 and Principle 6 of Schedule 1 of the [Personal Data \(Privacy\) Ordinance \(Cap. 486 of the laws of Hong Kong SAR\)](#). Enquiries concerning the personal data collected, access and corrections, should be addressed to the Grant Administrator.

17 Publishing and Dissemination of Research Findings

- 17.1 Details of all funded projects will be published on the Foundation's website for public review, which will include but not be limited to the following:
- (1) name of Project Team members;
 - (2) name of Administering Institution / Host Organisation;
 - (3) country where the Administering Institution / Host Organisation is located;
 - (4) value of award;
 - (5) project title;
 - (6) field of research;
 - (7) project duration;
 - (8) plain language summary; and
 - (9) plain language summaries of Progress and/or Final Reports.
- 17.2 The Principal Investigator / Lead Applicant or the Administering Institution / Host Organisation must inform the Foundation when research findings associated with work funded by the Foundation is published in scientific journals.
- 17.3 All publications and presentations relating to work funded by the Foundation must acknowledge the Foundation's contribution and include the Foundation's grant reference no. in the format below:

This project is supported by research funding from The Hong Kong Jockey Club Equine Welfare Research Foundation Limited (Grant Reference No.: MRG/PPF/SRP-[]).

- 17.4 The Principal Investigator / Lead Applicant may be required to attend conferences, meetings and/or other activities to publicise and disseminate findings from projects

supported by the Foundation. The Administering Institution / Host Organisation shall provide all reasonable assistance to enable such attendance by the Principal Investigator / Lead Applicant.

- 17.5 In order to encourage translation of knowledge attained through research funded by the Foundation into the working environment, the Foundation will organise an International Conference on the Welfare of Thoroughbred Racehorses every four years, starting from 2025.
- 17.6 All recipients of grants will be encouraged to attend this conference and to present their work if opportunity arises. Travel and conference costs of the Project Teams will be supported by the Foundation in accordance with Annex B of this Manual. Detailed arrangements will be made with the Project Teams in 2025.

Annex A - Policy Statement of Using Animals in Veterinary Research

- (1) This Policy Statement is developed by the Veterinary Advisory Committee of The Hong Kong Jockey Club Equine Welfare Research Foundation Limited ('Foundation') to ensure that the health and welfare of any animals involved in research projects funded by the Foundation are safeguarded. All Researchers (i.e. Principal Investigators / Lead Applicants, Co-Investigators, Collaborators, etc.) and other person(s) who participate in the funded project(s) of the Foundation must adhere to this policy.
- (2) Studies involving the use of non-invasive research techniques are encouraged.
- (3) The Foundation may consider to support studies involving scientific procedures on animals where other approaches are not feasible or unavailable and if it is convinced that [the principles of the '3Rs'](#) have been satisfied:
 - replace the use of animals in scientific procedures with non-animal alternatives wherever possible;
 - reduce the number of animals involved in experiments to a minimum; and
 - refine the experiments to minimise the risk of any adverse impact on the welfare of animals.
- (4) All research involving live animals must follow international, national, and/or institutional guidelines for humane animal treatment and comply with relevant legislation in the country in which the study is conducted. The proposed research must be reviewed and approved by an institutional ethics committee. The Foundation may approach institutional ethical committees to seek further information on local policies, procedures and regulations. The Foundation's grant is conditional upon the required statutory and/or institutional consents and licenses. The Foundation reserves the right to reject / terminate grant funding if the Foundation is not satisfied with the standards of ethical use of animals in research.
- (5) Grants will be made for research projects involving scientific procedures on animals only under the supervision of qualified and experienced scientists in appropriate facilities. Studies with animals must be designed and analysed to ensure robust and reproducible findings. The Researchers are encouraged to follow the ARRIVE (Animals in Research: Reporting In Vivo Experiments) guidelines for reporting animal research so that the scientific data, results and conclusions can be properly evaluated by the wider research community.
- (6) Research using client-owned animals will be supported by the Foundation only if the informed client consent has been obtained. Informed client consent will be required for all prospective research and may be required for some retrospective studies but is not usually expected for retrospective review of medical records. The Foundation accepts informed client consent given by the animals' caretakers if these caretakers have the clients' authority to act as agents for the client to give consent for research. Client confidentiality must be maintained. Researchers should select photographs and video material with care to ensure that humans cannot be identified specifically. The Foundation may require researchers to provide evidence of client informed consent.

- (7) Research using tissues, fluids or cells that are collected during clinical procedures and are not specific to a patient group (i.e. any other horse could have been substituted) may be used for research provided that the client:
- has been made aware that these tissues may be retained for research purposes as part of the general consent for the clinical procedure; and
 - has been given the opportunity to opt out of research in general.
- (8) The Administering Institution / Host Organisation should provide suitable facilities and resources, including experienced animal handlers, to accommodate and maintain animals to high standards of care and husbandry. Researchers and animal handlers must treat all animals in a responsible and humane manner. Animals must not be subject to any scientific procedures which are unnecessary to the objectives of the project, or which are not included in the research protocol for which the grant has been approved.
- (9) If experiments are to be performed on animals as part of the proposed study then all Researchers must hold valid licenses under the laws governing the country in which the experiments are to be performed. For instance, if the study is to be undertaken in Hong Kong then researchers must possess a licence under the Animals (Control of Experiments) Ordinance (Cap. 340 of the laws of Hong Kong SAR) granted by the Department of Health of the Government of The Hong Kong Special Administrative Region.
- (10) Researchers are advised to comply fully with the “Code of Practice for Care and Use of Animals for Experimental Purposes” developed by the Animal Welfare Advisory Group and the Agriculture, Fisheries and Conservation Department of the Government of The Hong Kong Special Administrative Region; or code(s) of practice(s) at comparable or higher standards adopted by in the country in which the study will be conducted. Researchers should perform experiments in accordance with relevant institutional and national guidelines for the care and use of laboratory animals. The Foundation may request a copy of these guidelines to be provided in English during review of the application.
- (11) The Administering Institution and Researchers involved in the project will be responsible for the welfare of the animals from their acquisition until responsibility is passed to another competent, caring person or organisation. In exceptional circumstances where rehoming is impossible following conclusion of the study, animals should be humanely euthanised on the premises.
- (12) Researchers who have any specific concerns over using animals in their proposed studies or on-going projects may contact the Foundation at grants@hkjcequinewelfare.org.hk directly.

Annex B - Policy for Travel and Conference (applicable to all Grant Awards of the Foundation)

- (1) The Hong Kong Jockey Club Equine Welfare Research Foundation Limited ('Foundation') will reimburse the Administering Institution / Host Organisation for reasonable travelling and conference costs incurred by the Researchers for purposes of conducting the research and disseminating project findings.
- (2) Meetings of the Project Teams should be conducted by video conference whenever possible. Costs associated with travel for in-person meetings will only be supported if there is strong justification and with evidence that it is essential for operation of the project. If researchers intend to travel by using grant funding from the Foundation, they should obtain consent from the Foundation prior to making travel arrangements.
- (3) This policy contains details of eligible travelling and conference costs supported by the Foundation. The Foundation will support eligible costs up to the maximum limit set out in this policy. If a researcher opts for choices with costs exceeding the limits stated in this policy, the reimbursement is limited to the applicable limit.
- (4) **Travelling Costs:** In all cases, researchers are subject to the following limit supported by the Foundation:
 - (a) Transportation: the base level economy class (or equivalent) at the most economical rate feasible for all types of transportation including air and ground transportation; if the Researcher travelled with top-up support from the Administering Institution, the Administering Institution should state (and provide evidence of) the standard economy class rate for reimbursement;
 - (b) Accommodation: room costs, taxes and reasonable fees;
 - (c) Meal expenses: meal expenses up to a maximum of HKD800 per day or equivalent;
 - (d) Roaming charges: local SIM card; or roaming day pass only.
- (5) **Conference Costs:**
 - (a) The Foundation will support expenses of researchers attending conferences at which they present material (including poster presentations) derived from projects that it funds;
 - (b) Costs of registration, travel and accommodation will be covered for attending one conference per year and the attendee must be a member of the research team (or a post-doctorate researcher working on the project) presenting data generated by the project;
 - (c) Costs of producing posters.

(6) Reimbursement:

- (a) All requests for reimbursements must be submitted by the Administering Institution / Host Organisation via the Researcher's Portal to the Foundation;
- (b) The Administering Institution / Host Organisation should include travelling and conference expenses into the invoice to the Foundation and provide the following:
 - (i) a breakdown of costs;
 - (ii) (for reimbursement of conference expenses) evidence of acceptance to present at the conference and conference program showing dates of the conference and of the claimant's presentation;
- (c) The Foundation reserves the right to require the Administering Institution / Host Organisation to provide the following supporting documents when assessing the request for reimbursement:
 - (i) receipts of hotel bills, transport and meal receipts;
 - (ii) if the payments are made in currency different from the local currency of the Administering Institution, actual rates of conversion can be used if extract of relevant payments from credit card statement or bank records are provided;
 - (iii) copy of boarding pass(es) if travel by air;
- (d) The only acceptable methods of payments are debit/credit cards, cash and mobile payments. The Foundation does not reimburse expenses purchased with frequent flyer points, gift cards, vouchers, loyalty points, etc.;
- (e) Claims submitted more than six months after the date of completion of research project are not eligible for reimbursement (unless specifically permitted by the Foundation in writing).

Annex C - List of Costs Supported

Major Research Grant, Pump-prime Funding and Small Research Project

Costs Allowed

Costs NOT Allowed

(a) Staff Costs

- Proportion of staff costs of scientific and/or technical staff employed specifically to work on the project (documentary proof such as university pay scale or formal letter from Administering Institution (or Host Organisation) must be provided);
- Staff who are already fully salaried;
- Staff Costs of scientific or technical staff fully supported by other funds;
- Costs of staff recruitment, secretarial and clerical staff unless justified with specific project needs;
- Cost of research student supported by other funds unless justified;

(b) Equipment

- Purchase, lease or hire costs of essential equipment that is not available at the Administering Institution (or Host Organisation) and institutions of the Co-Investigators or Collaborators;
- Maintenance of equipment purchased / leased / hired on the Foundation's grant for the length of award;
- Costs to access the essential equipment at other institutions;
- Maintenance, running, other recurring costs of computers and other general office equipment;

(c) Consumables

- Costs of consumables directly related to the scientific work of the project, such as laboratory consumables (e.g. labware, reagents, etc.), medical consumables or personal protective equipment;

(d) Clinical Facilities and Services

- Diagnostic procedures, Anaesthesia, and surgical services and laboratory sample processing (e.g. sequencing costs, antibody production) carried out at the Administering Institution (or Host Organisation) as far as possible. Storage and batch processing at cost is preferred if feasible. Processing by external supplier must be justified;
- Use of research facilities and staff time of dedicated technician for such facility at the Administering Institution (or Host Organisation);

(e) Animals

- Cost of maintaining and transportation at institution rate;
- License Fees;
- Cost of purchase minus expected sale income (if any);
- Breeding fees unless justified with project needs;

Costs Allowed

Costs NOT Allowed

(f) Travel and Conference

- Project-specific travelling costs (e.g. attending project meetings; collecting samples; visiting collaborators or facilities essential for the project, etc.);
 - Mileage reimbursement at the rate of Administering Institution (or Host Organisation);
 - Eligible costs as defined in the Foundation's "Policy for Travel and Conference" ([Annex B](#) of this Manual);
- Costs of international travel to attend project-specific meetings unless justified with project needs.

(g) General Expenses

- Full costs for publication of up to two papers per year as Open Access in a mainstream journal (invoice will be required for reimbursement);
 - Large-scale data storage;
 - Shipping, delivery and freight for delivery of equipment, biological samples and consumables;
 - Costs of mailing, printing, telephone, postage, etc. only when such costs can be specifically attributed to an aspect of the project;
 - Costs of software / software licenses for the length of award;
 - Project-specific working meals;
- General premises costs including maintenance of building, refurbishment, lease, rent, rates, insurance, cleaning, security, safety, etc.;
 - Computers, laptops and mobile devices unless justified with project needs;

(h) Indirect Costs / Overheads (for Major Research Grant ONLY)

- Capped at 25% of total funding awarded (paragraph 11.5 of this Manual) effective for all applications from 2023/24;

(i) Public Engagement

- Activity to engage and disseminate research findings to the public up to HKD 10,000 (additional funds may be endorsed if specific details are supplied and the proposal is considered justified);

Annex D - Standard Terms and Conditions of Grant

TERMS AND CONDITIONS OF GRANT THE HONG KONG JOCKEY CLUB EQUINE WELFARE RESEARCH FOUNDATION LIMITED

1. Award of Grant

- 1.1. These Terms and Conditions, the Letter of Offer, and the applicable Administration Manual (collectively, the “**Grant Conditions**”) shall govern the Grant and all related matters. The Research Institution shall ensure that the Project is carried out in accordance with the Grant Conditions.
- 1.2. The Grant is awarded to the Research Institution for its sole benefit for the duration of the Project as stipulated in the Grant Conditions and shall only be paid to the bank account specified in the Letter of Offer (any change of bank account shall be notified in writing by the Research Institution to the Foundation at least 30 days in advance).
- 1.3. The Research Institution may engage the Research Personnel for the purposes of carrying out the Project at the Research Facility in accordance with the Grant Conditions, but the Research Institution shall remain accountable to the Foundation for the conduct of the Project and the use and financial management of the Grant irrespective of any engagement of the Research Personnel or any other third parties, and the location of the Research Facility.

2. Management

- 2.1. The duration for which the Project will be supported by the Grant shall be determined in accordance with the Letter of Offer, but such duration may be varied with the mutual agreement of the Foundation and the Research Institution. The Research Institution shall commence the Project within the time stipulated in the applicable Administration Manual or such time as agreed by the Foundation. The date of commencement of the Project (the “**Project Commencement Date**”) shall be the first day on which the Project starts regardless of when or whether expenditure has been incurred. No expenditure (including, but not limited to, purchase of equipment and salary of the Research Personnel) may be incurred in connection with the Project prior to the Project Commencement Date. The Foundation may withhold the provision of the Grant at its sole discretion if the Research Institution fails to prove to the satisfaction of the Foundation that the Project has commenced within the time stipulated in the applicable Administration Manual or at such time as agreed by the Foundation.
- 2.2. The Research Institution shall ensure that:
 - 2.2.1. the Grant is only used for the Project in accordance with Grant Conditions (including, but not limited to, any expenditure plan approved by the Foundation). For the avoidance of doubt, no part of the Grant shall be applied to any investment or commercial activity;
 - 2.2.2. the Lead Researcher is the primary contact with the Foundation for the purposes of the Project and assumes the overall responsibility of managing the Project (including, but not limited to, overseeing the scientific and technical direction of the Project, supervising the proposed research and experiments and ensuring all activities involved are carried out legally and meet all necessary safety and ethical requirements);

- 2.2.3. the Project is conducted in a professional and ethical manner with due care and diligence. The Research Institution is not expected to guarantee the success in achieving any desired results of the Project;
 - 2.2.4. the Project is conducted in accordance with all applicable laws (including, but not limited to, any certification or licensing requirement of any government authority), professional or academic regulations, codes of practice or guidelines, as well as any protocols and requirements as notified by the Foundation from time to time. The Research Institution shall notify the Foundation of any change in such laws, professional or academic regulations, codes of practice or guidelines that may have an impact on the Project and provide such evidence as may be required by the Foundation that such change is duly complied with;
 - 2.2.5. the Project is conducted by the Research Personnel, who possess the necessary professional qualification and experience and are provided with adequate and appropriate resources for the purposes of the Project. The Foundation may request the Research Institution and/or the Research Personnel to provide the relevant certificates or the necessary evidence as proof of professional qualification and experience;
 - 2.2.6. the Project is carried out in the Research Facility, which is equipped with adequate and appropriate tools for the purposes of the Project and adopts adequate and appropriate safety measures;
 - 2.2.7. consent of any human research participant or the owner of any animal involved in the Project is obtained as required and evidence is provided to the Foundation on request;
 - 2.2.8. all animals involved in the Project are treated ethically and humanely in accordance with standards which shall not be of a standard lesser than the Policy Statement of Using Animals in Veterinary Research (as may be amended and/or supplemented from time to time) set out in the applicable Administration Manual, all applicable animal welfare laws and regulations, and any protocols and requirements as notified by the Foundation from time to time; and
 - 2.2.9. no part of the Grant shall be transferred, directed or split to any third party without the prior written consent of the Foundation.
- 2.3. The Research Institution shall ensure that the Research Personnel and the Research Facility, whether directly or indirectly engaged by the Research Institution, comply with the Grant Conditions.
 - 2.4. If the Lead Researcher ceases to be employed by the Research Institution for any reason, the Lead Researcher withdraws from the Project, or the Lead Researcher is absent from duty for a period longer than 60 consecutive days, the Foundation may transfer the Grant to another university, academic institution, racing club, veterinary practice or research institution deemed appropriate by the Foundation for the purposes of continuing the Project. The Research Institution and the Lead Researcher shall immediately notify the Foundation of the intention of the Lead Researcher to terminate the employment for any reason, the intention of the Lead Researcher to withdraw from the Project for any reason, or the Lead Researcher's absence from duty for a period longer than 60 consecutive days. The Research Institution and the Lead Researcher shall provide reasonable assistance and supply any information reasonably required to the Foundation for the smooth transition of the Project to another university, academic

institution, racing club, veterinary practice or research institution as the Foundation deems appropriate.

- 2.5. The Foundation reserves the right to screen any material, publication or work of the Research Institution and/or the Research Personnel submitted, published or produced for the purposes of the Project for plagiarism using dedicated software. If evidence of plagiarism (including self-plagiarism) is found in any such material, publication or work, the Foundation may take any Remedial Action at its sole discretion.
- 2.6. The Foundation reserves the right to review, whether by itself or by any peer reviewer appointed by it, the quality of any material, publication or work of the Research Institution and/or the Research Personnel submitted, published or produced for the purposes of the Project. If any such material, publication or work is found to not meet the standards of academic research acceptable to the Foundation, the Foundation may take any of the Remedial Action at its sole discretion.

3. Report and Governance

- 3.1. The Research Institution and the Lead Researcher are responsible for ensuring that the Foundation is provided with the reports and financial statements required under the Grant Conditions. Additional reports may be required at the request of the Foundation at any time and for any reason. The Foundation may take any of the Remedial Action at its sole discretion if the Research Institution fails to provide any report or financial statements to the satisfaction of the Foundation.
- 3.2. If there is any change to the scope of the Project, or if there are any factors that may adversely affect the Project or compliance with the Grant Conditions, the Research Institution shall immediately inform the Foundation of any such change and/or factors.
- 3.3. The Research Institution shall not accept funding, materials, drugs or other support of any nature, whether financial or otherwise, from any person other than the Foundation for the Project without prior written consent of the Foundation.

4. Audit and Finance

- 4.1. The Foundation shall only pay or reimburse the Research Institution up to the approved amount of the Grant as set out in the Letter of Offer. The Research Institution shall be responsible for any expenditure relating to the Project which exceeds the approved amount of the Grant. The Research Institution shall repay to the Foundation (i) any unused portion of the Grant when the Project has been completed and/or (ii) any portion of the Grant used in breach of the Grant Conditions.
- 4.2. The Research Institution shall ensure that formal standards, protocols, procedures, and audit and control arrangements, including, but not limited to, those for preventing and monitoring tax evasion, fraud, bribery, conflict of interest or any other corrupt practices, are in place, and that any amount of the Grant spent is controlled in accordance with these arrangements. The Research Institution shall account for all income and expenditure related to the Grant and/or the Project through a separate cost centre.
- 4.3. The Foundation shall have the right, at the Foundation's cost, to audit and inspect any accounts, records, systems, equipment and facilities of the Research Institution, the Research Personnel or the Research Facility in relation to the Grant, whether by the Foundation itself, or any

professional advisor or agent engaged by the Foundation. The Research Institution shall provide reasonable assistance to the Foundation in complying with any requirements relating to audit, accounts, annual reports and annual returns.

- 4.4. Payment of the Grant from the Foundation is inclusive of all taxes, duties, fees and other charges (including, but not limited to, any charges incurred for the purposes of international bank transfers). The Research Institution shall be solely responsible for all taxes, duties, withholdings, fees or other charges which may be payable out of or as a result of the receipt of any portion of the Grant paid or payable by the Foundation. The Foundation shall not be responsible for any liability, loss or damage arising out of any delay in payment to the Research Institution, whether as a result of administrative error, delay in international bank transfer or any other reasons.
- 4.5. The Research Institution shall at its own cost be responsible for providing and maintaining adequate insurance coverage for and in connection with the conduct of the Project, including adequate insurance coverage for the Research Personnel and the Research Facility.

5. Employment

- 5.1. Nothing in the Grant Conditions shall create or imply any employment, principal-agent, joint venture or partnership relationship between the Foundation on the one hand, and the Research Institution, the Research Personnel and the Research Facility on the other. The Foundation shall not be liable for any claims, actions, losses, damages, charges, expenses or liabilities arising directly or indirectly, in connection with or out of, or relating in any way to any employment, principal-agent, joint venture or partnership relationship between the Research Institution on the one hand, the Research Personnel, the Research Facility or any party on the other.
- 5.2. The Research Institution shall ensure that recruitment and/or engagement of personnel involved in the Project is processed based on principles of fairness, impartiality and equal opportunity and in compliance with all applicable laws and regulations.

6. Equipment

- 6.1. The Research Institution shall only purchase with the Grant equipment, tools or other materials as specified in the Letter of Offer or exceptionally approved in writing by the Foundation (the “**Equipment**”). The Research Institution shall ensure that process of procurement of such Equipment shall be transparent and based on principles of open and fair competition and in compliance with all applicable laws and industry standards.
- 6.2. The Equipment shall be owned by the Research Institution, except as otherwise approved in writing by the Foundation. The Foundation shall not be responsible for any other costs and liabilities (including, but not limited to, maintenance and insurance costs) relating to the Equipment, except for such costs provided for in the Grant pursuant to the Grant Conditions or as otherwise approved in writing by the Foundation.
- 6.3. Before the conclusion of the Project, the Equipment shall only be used for the purposes of the Project, except as otherwise approved in writing by the Foundation.

7. Intellectual Property

- 7.1. As a charity, the Foundation does not seek to own any Intellectual Property Rights or derive any financial benefits arising from the Projects. The Foundation seeks to ensure that the outcome of the Projects are accessed openly and applied for the benefit of the welfare of horses.
- 7.2. All Intellectual Property Rights in the outcomes of the Project (the “**Work Product**”) shall be vested in the Research Institution exclusively and absolutely, subject to Clauses 7.3 to 7.8 (both inclusive) below.
- 7.3. The Research Institution shall promptly inform the Foundation in writing if it intends to commercialise any Work Product. Any commercialisation of the Work Product shall be subject to prior written consent from the Foundation. Such consent shall not be unreasonably withheld or delayed by the Foundation but when granting such consent the Foundation may impose such conditions as it sees fit to ensure the objectives as set out in Clause 7.1 are met. When commercialising such Work Product, the Research Institution shall prioritise the delivery of public benefit of the Project (including, but not limited to, complying with the requirements under Clauses 8.1 and 8.2) and ensure that the Work Product is not commercialised for excessive private or personal benefit. The Research Institution shall be responsible for ensuring that the Foundation is provided with reports regarding the commercialisation of the Work Product as the Foundation requires from time to time.
- 7.4. Unless agreed otherwise with the Foundation, any cost in connection with the management, protection or commercialisation of the Work Product and its Intellectual Property Rights shall be borne by the Research Institution. The Foundation shall not be liable for any cost, expenses or any liability, financial or otherwise, in connection with any such management, protection or commercialisation.
- 7.5. If the Research Institution does not manage, protect or commercialise the Work Product to the satisfaction of the Foundation, notwithstanding Clauses 7.1, 7.2 and 7.6, the Foundation shall have the right to manage, protect and commercialise the Work Product, whether by itself or its agents. The Foundation may exercise the right under this Clause at any time when it considers that the opportunity to manage, protect or commercialise the Work Product for public benefit could be lost. The Research Institution shall, and shall ensure that the Research Personnel and the Research Facility will, do all acts required to assist the Foundation in such management, protection and commercialisation.
- 7.6. Notwithstanding Clause 7.2, the Research Institution may allow those Research Personnel who provided access to proprietary materials necessary to the conduct of the Project and which cannot be reasonably obtained from another source to own, co-own or have rights to use the Work Product. The Research Institution shall ensure that the arrangements in place with these Research Personnel only grant rights which are reasonably proportionate to their contribution, do not unreasonably delay or restrict the publication, report or release of the outcomes of the Project pursuant to Clause 8.1, or do not otherwise restrict the exercise of any rights by the Foundation under the Grant Conditions (including the Use Licence under Clause 7.8).
- 7.7. The Research Institution shall ensure that to the best of its knowledge and with suitable due diligence, no Intellectual Property Rights of any third party will be infringed in the conduct of the Project and the production of the Work Product. The Research Institution shall indemnify and keep indemnified the Foundation, its officers, employees and agents against all claims, actions, losses, damages, charges, expenses or liabilities arising directly or indirectly, in connection with or out of, or relating in any way to any actual and/or alleged infringement, contributory infringement, inducement of infringement or unauthorised or unlawful use of any Intellectual Property Rights resulting from the use or otherwise possession of the Work Product.

7.8. Based on the principles as set out in Clause 7.1, the Foundation shall be entitled to use and exploit the Work Product (including any updates or alterations to the Work Product made for the purpose of the Project) upon creation for the benefit of the health and welfare of the horses stabled in Hong Kong and/or Conghua (the “Use Licence”). The Use Licence shall be irrevocable, non-exclusive, worldwide, royalty-free, perpetual and sub-licensable, for non-commercial purpose only and shall not be used to derive any financial benefit by the Foundation or its sub-licensee(s). The Use Licence shall be granted to the Foundation automatically without the execution of any document or instrument and regardless of whether the Intellectual Property Right in the Work Product is registered. The Research Institution shall ensure that its terms of engagement with any Research Personnel contain no provision which prohibits or restricts the automatic granting of the Use Licence to the Foundation or which is contrary to the free and unrestricted rights of the Foundation in enjoying the benefits of the Use Licence. To the extent the Work Product contains any pre-existing materials introduced by the Research Institution, the Research Personnel and/or the Research Facility, and/or any Intellectual Property Right owned by any other parties, and modifications thereof (the “Tools”), the Research Institution shall ensure that the Foundation is granted an irrevocable, non-exclusive, worldwide, royalty-free, perpetual and sub-licensable licence to use the Tools for the purposes of the Use Licence. For the avoidance of doubt, the Foundation shall acquire no Intellectual Property Rights in the Work Product and the Tools solely for the reason of enjoying the Use Licence.

8. Publication and Publicity

- 8.1. The outcomes of the Project shall be published, reported or otherwise disseminated in an appropriate form accessible in the public domain as approved by the Foundation within a reasonable period after the conclusion of the Project. Provided that the Foundation has given its prior written approval, such publication, report or release of findings funded by the Grant may be delayed for a reasonable period to allow for protection and commercialisation of the Work Product.
- 8.2. The Foundation reserves the right to require the Research Institution to publish, report or otherwise disseminate the outcomes of the Project in another means or through another channel if the Foundation considers the publication, report or release of findings under Clause 8.1 to be inadequate or unsatisfactory.
- 8.3. The costs and expenses incurred by the Foundation in relation to any publication, report or release of findings under Clauses 8.1 and 8.2 shall be borne by the Foundation in accordance with the applicable Administration Manual.
- 8.4. All publications, reports or releases of findings under Clauses 8.1 and 8.2 shall acknowledge the contribution of the Foundation and the support of the Grant in the format as required under the applicable Administration Manual or in a format as approved by the Foundation in advance.
- 8.5. The Foundation shall have the right to publish or issue any press release or statement about the Grant and/or the Project (including, but not limited to, the title and proposal abstract of the Project and identity of the Research Institution, the Research Personnel and the Research Facility) without the consent of any party although the Foundation will normally give reasonable notice to the Research Institution before or after publishing or issuing such press release or statement.
- 8.6. The release of any press statement about the Grant and/or the Project by the Research Institution shall be subject to the prior written approval of the Foundation. If the Research Institution

becomes aware of anything related to the Grant and/or the Project that may have an adverse reputational impact on the Foundation, the Research Institution shall immediately notify the Foundation.

9. Confidentiality

- 9.1. The Research Institution shall, and shall ensure that the Research Personnel and the Research Facility will, keep confidential and not to disclose to any third party any confidential or secret information in any form directly or indirectly belonging or relating to the Foundation, The Hong Kong Jockey Club, the business or affairs of the Foundation and/or The Hong Kong Jockey Club, received pursuant to or in the course of the Project and/or the Grant and/or in any discussions, negotiations or correspondence relating to the same, and the existence and terms of the Grant Conditions.
- 9.2. The Research Institution shall ensure that all legislation and regulatory requirements in force from time to time relating to the collection, use and disclosure of personal data are complied with. The Research Institution shall adopt and maintain adequate data privacy policies and practices, which shall not be of a standard lesser than the Foundation's Privacy Policy Statement as retrieved from <https://www.hkjeequinewelfare.org.hk/en/privacy>.

10. Liability

- 10.1. The Foundation shall not be liable to perform any tasks or assume any responsibilities in connection with the Project. The Foundation shall not be responsible for any financial or other liability incurred by the Research Institutions, any Research Personnel or any Research Facility that may arise out of the Project.
- 10.2. The Research Institution shall be responsible for any act or omission of the Research Personnel or the Research Facility, whether directly or indirectly engaged by the Research Institution, and any breach by the Research Personnel or the Research Facility of the Grant Conditions shall be deemed to be a breach by the Research Institution.
- 10.3. The Research Institution shall indemnify and keep indemnified the Foundation, its officers, employees and agents against all claims, actions, losses, damages, charges, expenses or liabilities arising directly or indirectly, in connection with or out of, or relating in any way to any breach of the Grant Conditions by the Research Institution, the Research Personnel and/or the Research Facility, or any negligence or misconduct of the Research Institution, the Research Personnel and/or the Research Facility.

11. Miscellaneous

- 11.1. In case of any conflict between these Terms and Conditions and the Letter of Offer, the terms of the Letter of Offer shall prevail to the extent of such conflict. In case of any conflict between these Terms and Conditions and the applicable Administration Manual, these Terms and Conditions shall prevail to the extent of such conflict.
- 11.2. The Research Institution shall not assign, novate or transfer the Grant Conditions, or sub-contract the performance of its obligations, without the Foundation's prior written consent. The Foundation may assign, novate or transfer the Grant Conditions to any third party.
- 11.3. If the Research Institution cannot comply with any terms and conditions of the Grant Conditions due to applicable laws or regulations (the "**Inapplicable Grant Conditions**"), the Research Institution shall inform the Foundation accordingly and shall be solely responsible to provide,

at its own cost, all necessary evidence to the Foundation to prove to the Foundation's satisfaction that the Research Institution cannot comply with the Inapplicable Grant Conditions. If the Foundation is satisfied with such evidence provided by the Research Institution, with effect from the date as confirmed by the Foundation, the Research Institution may be absolved from the obligation to comply with the Inapplicable Grant Conditions, subject to any conditions that the Foundation may impose in its discretion.

12. Third Party Rights

12.1. Nothing in the Grant Conditions may be enforced by any person other than the Foundation and the Research Institution pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the laws of Hong Kong). The Grant Conditions shall be excluded from the application of the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the laws of Hong Kong).

13. Variation, Suspension or Termination of Grant

13.1 The Foundation reserves the right to amend and/or vary the Grant Conditions from time to time. Any amendment and/or variation will be published on the website of the Foundation and will take effect once it is so published.

13.2 If any of the following events or circumstances occurs, without prejudice to the Foundation's rights and remedies under applicable laws, the Foundation may suspend the funding or otherwise terminate the Grant, and claim for the return of funds already granted, without compensation:

13.2.1 the Research Institution commits a material breach of any provisions under the Grant Conditions and, if such breach is curable, fails to remedy the same within the time specified in the written notice from the Foundation specifying the non-compliance;

13.2.2 any information or documents provided by the Research Institution in support of the application of the Grant or in relation to the Project is false, misleading or inaccurate in a material way or there is any material non-disclosure;

13.2.3 a material change in circumstances which renders the Project no longer viable in the reasonable opinion of the Foundation (including any sanctions imposed on the Research Institution by a government or competent authority which restricts dealings with such sanctioned institutions); and/or

13.2.4 occurrence of the events which in the reasonable opinion of the Foundation has or is likely to have a material adverse effect or impact on the ability of the Research Institution to perform its obligations under the Grant Conditions, or the reputation or goodwill of the Project or of the Foundation as the funder of the Project or otherwise by way of association with the Research Institution ("**Material Adverse Effect**"). Without limiting the generality of the foregoing, examples of such events include:

13.2.4.1 change in ownership or control of the Research Institution;

13.2.4.2 any criminal, regulatory or administrative investigations by law enforcement or regulatory authorities in relation to the Project;

13.2.4.3 any litigation, arbitration, prosecution, disciplinary action or proceedings commenced or threatened in relation to the Project or against the Research Institution, the Lead Researcher or any Research Personnel; or

13.2.4.4 the Research Institution, the Lead Researcher or any Research Personnel has otherwise engaged in or is engaging in any conduct which in the reasonable opinion of the Foundation has or is likely to have a Material Adverse Effect.

14. Governing Law and Jurisdiction

- 14.1. The Grant Conditions shall be governed by and construed in accordance with the laws of Hong Kong. Any dispute arising out of or in connection with the Grant Conditions shall be governed non-exclusively by the courts of Hong Kong.

15. Definitions

- 15.1. Unless the context requires otherwise, the following expressions have the following meanings in the Grant Conditions:

“**Administration Manual**” means the Grant Administration Manual for Major Research Grant, Pump-prime Funding & Small Research Project or the Administration Manual for Research Training Scholarship, issued by the Foundation, as may be amended and/or supplemented from time to time.

“**Equipment**” has the meaning given to it in Clause 6.1.

“**Foundation**” means The Hong Kong Jockey Club Equine Welfare Research Foundation Limited.

“**Grant**” means the grant described in the Letter of Offer.

“**Grant Conditions**” has the meaning given to it in Clause 1.1.

“**Inapplicable Grant Conditions**” has the meaning given to it in Clause 11.3.

“**Intellectual Property Rights**” means all rights, titles and interests, whether registered or not, in and to ideas, inventions, technical information, source code, data, designs, know-how and the like including rights arising under patents, utility models, registered designs and other forms of protection and application therefor, and under copyright (inclusive of layout-design topography) and trademark, and any other intellectual property rights, in each and any part of the world and whether or not registered or registrable, of any nature whatsoever.

“**Lead Researcher**” means (in the case of major research grant, pump-prime funding or research) the principal investigator or (in the case of small research project) the lead applicant of the Research Institution nominated in the Letter of Offer.

“**Letter of Offer**” means the letter of offer from the Foundation to the Research Institution confirming the award of the Grant and the details of the Project (including all schedules and annexes thereto), as may be amended and/or supplemented from time to time.

“**Material Adverse Effect**” has the meaning given to it in Clause 13.2.4.

“**Project**” means the project funded by the Grant as described in the Letter of Offer.

“**Project Commencement Date**” has the meaning given to it in Clause 2.1.

“**Remedial Action**” means the Foundation issuing a warning letter, issuing a letter of concern to the Research Institution, withholding the provision of the Grant, restricting the Research Institution and/or the Lead Researcher from applying for future grants from the Foundation,

withdrawing the Grant, and/or demanding the repayment of the Grant from the Research Institution.

“Research Facility” means any university, academic institution, racing club, veterinary practice or research institution at which the Project is carried out, irrespective of whether such facility is located at the Research Institution’s premises.

“Research Institution” means any university, academic institution, racing club, veterinary practice or research institution to which the Foundation awarded the Grant to.

“Research Personnel” means any person or third party working in any capacity on the Project, irrespective of whether such personnel is directly employed by the Research Institution, and includes the Lead Researcher.

“Tools” has the meaning given to it in Clause 7.8.

“Use Licence” has the meaning given to it in Clause 7.8.

“Work Product” has the meaning given to it in Clause 7.2.

February 2022

**The Hong Kong Jockey Club
Equine Welfare Research Foundation Limited**

(a tax-exempt charitable organisation under
Section 88 of Inland Revenue Ordinance
(Cap. 112 of the laws of Hong Kong))