



MURTY TRUST

AWARD

TERMS AND CONDITIONS

The Murty Trust Award Terms & Conditions (“Award Terms”), together with the Award Letter and the policies and positions, define requirements for each individual receiving an Award from the Murty Trust (each an “Awardee”) and the Awardee organization (each an “Awardee Organization”) to receive funds from the Murty Trust. It is the Awardee’s and Awardee Organization’s responsibility to ensure that these terms and conditions are duly followed and complied with, during the tenure of the Award. Note that these Award Terms do not apply to those donations that are made under the category of “emergency aid”.

Hard copies of this document are available upon request by sending an email to info@murtytrust.org
Policies and position statements may be viewed at www.murtytrust.org

Capitalized terms that are not defined under these Award Terms shall have the meaning ascribed to such terms in the Award Letter and associated Fellowship Governance Policy documents.

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1. Employment and Title

The Murty Trust does not employ the Awardee or any staff that the Awardee may be permitted to employ. In all cases where the Awardee is permitted to employ staff, the Awardee Organization is required to issue a contract of employment to such staff in compliance with the Award Letter and Murty Trust Award Terms, in addition to complying with all relevant laws and regulations.

- i) For individual research awards, the Awardee should be recognized as a "Murty Trust Research Training Awardee or Early / Intermediate/ Senior Career Fellow/Awardee" as may be appropriate and this title should be used at all times during the tenure of the Award, including on their official webpage. The Awardee should refer to their title in any subsequent publication or patent.
- ii) For implementation awards, the Awardee Organization shall be recognized as a "Murty Trust grantee". This title should be used in all communications that acknowledge funding, and included in any relevant publications, reports, events, and workshops.
- iii) For infrastructure awards, the Awardee Organization shall be recognized as a "Murty Trust beneficiary". Any infrastructure outputs from Murty Trust funding must be clearly labeled as such.

2. Administration of an Award

All organizations receiving Murty Trust funds are subject to compliance regarding their legal and financial status. For the duration of the Award, Murty Trust Awardees are responsible for maintaining this compliance and informing the Trust of any changes within 60 days of the change. Basic eligibility is determined by the Murty Trust prior to issue of an Award. A copy of financial documents confirming eligibility must be submitted annually to the Murty Trust office for the entire tenure of the Award.

- i) The Award shall be administered to an eligible organization represented by an official signatory, as identified in the Award Letter.
- ii) The Awardee Organization is required to maintain its not-for-profit tax status for the entire duration of the Award and shall be responsible for informing the Murty Trust immediately if there is any change in status. Funding may not be issued or may be withdrawn if the Murty Trust deems the organization ineligible for support.
- iii) Payments shall not be made until the Awardee and the Awardee Organization, where applicable, have formally accepted the terms and conditions of the Award. Subsequent payments shall normally be made annually on a pro rata basis, subject to availability of funds. The annual year corresponds to the Indian financial year, which runs from 1 April to 31 March of the following year.
- iv) The Awardee Organization and the Awardee will be responsible for submitting Annual Spend/ Progress Reports, and End-of-Award Spend/ Final Reports to the Murty Trust. The annual Spend Reports are due after 31 March and should be submitted before 31 May in the same calendar year. The Annual Progress Reports are due by 30 June, unless otherwise specified in writing by the Murty Trust. The Murty Trust office will provide formats for reports in advance. Any other reporting requirements will be detailed in the Award Letter.
- v) If there is variance between the Annual Spend Reports and audited Final Spend Reports, the Murty Trust shall have the right to adjust or withhold future payments at its sole discretion.
- vi) The Murty Trust shall have the right to seek reimbursement in the event of an overpayment in relation to any Murty Trust Award made to the Awardee Organization, including by setting such overpayment off against payments due under other Murty Trust Awards to the same Awardee

Organization.

- vii) Murty Trust funds cannot be used for developing financial assets including instruments for investment that generate interest.
- viii) The Murty Trust shall have the right to suspend payments to the Awardee Organization where it is concerned about – (a) any aspect of Annual Spend/ Progress Reports, and End-of-Award Spend/ Final Reports, or (b) in the event of non-delivery of the Annual Spend/ Progress Reports or an End-of-Award Spend/ Final Reports.
- ix) In specific cases, the Murty Trust may retain a fraction of total transferable funds and institutional overheads from the penultimate installment. If eligible, the retained funds will be released upon receipt and acceptance of the independently audited End-of-Award Spend Report and a Final Report attested by the Murty Trust and the Awardee. Both reports must be received within three months of the Award end date unless the Murty Trust grants an extension.
- x) Notwithstanding anything herein to the contrary, Award disbursement is contingent upon the availability of funds. In the event that the Murty Trust lacks sufficient funds, the Award may be terminated. The Murty Trust shall bear no liability for any loss of research, data, or other related outcomes resulting from such termination.
- xi) On collaborative projects, all compliance and reporting are the final responsibility of the Awardee who is the lead applicant.
- xii) Awardee's time commitments should be in line with the percentage effort indicated and approved by the Murty Trust, per the proposal request.

A. For research awards

- 1) The Awardee Organization, where applicable, shall partner in the Award by playing a supporting role to the Awardee in project research or implementation and engage all necessary resources as may be required to conduct the activities described in the Award Letter.
- 2) The Award should be activated within a maximum of one year from the date indicated in the Award Letter.
- 3) In the case of Fellows, the Awardee Organization must submit a letter detailing all the resources provided to the Fellow including research funds, salary, equipment, infrastructure, dedicated lab/ workspace, and professional development resources.
- 4) Indicators for training and mentorship are considered essential to the success of research awards.

B. For implementation awards

- 1) Engaging with the Murty Trust

During the course of the Award, the onus for ongoing engagement with the Murty Trust is on the Awardee, as per the suggested frequency below.

Award size (INR) ⁱ	Frequency per FY
Small	0
Medium	1
Large	1-3
Special cases	Customized

2) Site visits

Murty Trust shall conduct in-person review of all projects funded by the Trust (each a “Project”) with reference to the most recently submitted quarterly and/or annual report.

- The Murty Trust may choose to include one or more subject matter experts for the site visit.
- Criteria for Project review:
 - Fidelity of reporting on alignment with originally proposed milestones and timelines.
 - Timeliness of updates on changes in the key personnel, participants, beneficiaries, collaborators, scope, milestones, or resource allocation for the Project.
 - Audit of actual expenses to comply with allowable expensesⁱⁱ.

C. For infrastructure awards

1) Oversight

An independent consultant appointed by the Trust will be the point of contact for all services pertaining to infrastructure and construction. All instructions/ directions, recommendations, and guidelines, issued by the consultant concerning or relating to and arising out of or connected with this agreement shall be final.

2) Disbursement terms

Upon completion of every stage outlined in the proposal form, the Awardee and/or Awardee Organization shall submit to the consultant engaged by the Trust, a detailed running bill containing details of the work that was carried out, with detailed measurement, quantity of work completed, quantity of material used, test certificates etc. Upon receipt of the said periodic running bill the consultant shall be entitled either by himself/itself and/or in consultation with the architect or any other external agency to verify the accuracy/validity of the data, information, and claims made by the Awardee in each running bill. On being satisfied and wherever required after obtaining clarifications/ additional information/ documentation/ certificates as may be found appropriate the consultant may recommend payment of the amount certified by the consultant to the Trust subject to deduction of applicable taxes.

3) Inspection

The consultant shall be entitled at any time and without any prior permission of the Awardee to enter upon the premises for inspection to ensure that the Project is being executed in the agreed manner and as specified in the Award Letter.

4) Completion of Project

The Awardee and/or Awardee Organization shall complete the Project in accordance with the proposal in all respects and in a state fit for utilization failing which the Awardee shall be deemed to be in material breach of the terms of this Agreement, and the Trust shall be entitled to recover all funds granted to the Awardee in addition to being entitled to appoint another beneficiary to complete the Project.

D. For Other awards

Examples: Outreach, creation of literature, workshops and events, distinguished chair positions, travel awards, humanitarian aid, human rescue and rehabilitation activity, merit-based individual awards.

- 1) Outcomes will be clearly listed in the Award Letter. Future Award consideration is subject to measurement and reporting of outputs.
- 2) For creation of literature – permissions must be obtained for any third-party content that is included. All original literary works will be considered as a '*work made for hire*' and the copyright in all works shall be owned by the Trust.
- 3) Workshops must align with objectives stated in the proposal and must be delivered within the time mentioned in the proposal.
- 4) Humanitarian aid- Where applicable, Awardees must adhere to local laws in disaster zones. Awardees shall acknowledge support from the Murty Trust on distributed materials

3. Equipment

- i) The role of the Awardee Organization, where applicable, includes but is not limited to:
 - Putting in place clearly defined procedures for the procurement of equipment and ensuring that equipment funded by the Murty Trust is acquired by it using these procedures.
 - Appropriate insurance and maintenance of equipment purchased with Murty Trust Funds throughout its useful life.
- ii) Equipment funded by the Murty Trust is awarded to the Awardee Organization specifically for the Awardee's research. Use of the equipment by others at the same Awardee Organization is encouraged for a reasonable fraction of the time, such that it does not compromise the Awardee's research needs. Written permission from the Murty Trust shall be obtained to use the equipment for any other purpose, including charging, hiring, lending or disposing of it. Murty Trust will not be liable to cover any cost towards such activities.
- iii) During the tenure of the Award, if an Awardee transfers their Murty Trust Fellowship to a different eligible organization in India, the equipment procured on the Fellowship may at the discretion of the Murty trust be carried forward to the new organization.
- iv) In case of premature termination of the Fellowship, the equipment procured on Murty Trust funding will be left with the original Awardee Organization. It would be the Awardee Organization's responsibility to ensure that funding for the equipment is duly recorded as 'funded by Murty Trust' for future tracking and use.
- v) In case of any dispute which may arise due to transfer of an Award or as a consequence of premature termination of an Award, the Murty Trust reserves the right to determine the future of any equipment purchased through its funding. Such events will be considered on a case-to-case basis, and at the discretion of the Trust, which will facilitate appropriate utilization of funds as mandated in its objectives.

4. Audit

- i) The control of expenditure to be funded under the Fellowship/Award shall be governed by the normal standards and procedures of the Awardee Organization, where applicable, and shall be covered by a formal audit arrangement that exists in the Awardee Organization. This arrangement must be in line with Murty Trust Award Terms & Conditions.
- ii) The Murty Trust shall have the right to request from the Awardee Organization, at any time, any financial information with respect to utilization of its funding. The Murty Trust may also, at its option, require confirmation from external auditors of the Awardee Organization that: (a) the external auditors have signed their opinion on the annual accounts of the Awardee Organization

without qualification; and (b) the management letter from the auditors raises no matters that did or could significantly affect the administration of the Fellowship/ Award from the Murty Trust. If the auditors have raised any such matters in their management letter, the Murty Trust would require the Awardee Organization to provide it with relevant extracts from the letter.

- iii) The Awardee Organization shall provide access to accounting and other records relating to the Fellowship/ Award and the activities funded by it for auditors and other personnel from or appointed by the Murty Trust at any time (at the Murty Trust's expense), if requested. Such access shall include the right to inspect any equipment or facilities acquired through Murty Trust funding. Where elements of expenditure under the Fellowship/ Award have been subcontracted, the Awardee Organization should ensure that the right of access extends to the accounts, records, equipment and facilities of any such subcontractor.
- iv) The Awardee Organization should maintain a separate accounting cost code specific to the Fellowship/ Award, and all costs and income properly relating to the Fellowship/ Award should be accounted for through that cost code. The Awardee Organization should ensure that appropriate records are kept supporting the entries made on the cost code.

5. Research Integrity: Role of partner Institution

- i) The Awardee Organization shall have in place formal written policies on 'Research Integrity'. These include:
 - (a) Good research practices,
 - (b) Scientific misconduct, and
 - (c) Conflicts of interest.
- ii) The Awardee Organization shall ensure that prior to commencement of the Fellowship/ Award and during its entire period, it meets all the necessary legal and regulatory requirements and has obtained all the necessary licenses and approvals in order to conduct the research in a timely manner. Where any element of the Murty Trust-funded research is to be conducted outside the Awardee Organization, it should include any such legal, regulatory, license and approval arrangements as required.
- iii) The Awardee Organization shall ensure that research involving the use of animals complies at all times with the relevant laws and regulations in the host country. Any element of research funded by the Murty Trust must, as a minimum standard, be conducted in accordance with principles of the '3Rs', which are embodied in India's Prevention of Cruelty to Animals Act. The Committee for the Purpose of Control and Supervision of Experiments on Animals ([CPCSEA](#)), established in 1964, promotes the 3Rs via its guidelines, local CPCSEA nominees and institutional animal ethics committees.
- iv) The Awardee Organization shall ensure that it has in place formal written procedures for managing the process to obtain any necessary or appropriate ethical approval(s) for research funded by the Murty Trust and must accept full responsibility for ensuring that any such ethical approval is in place at all relevant times during the course of the funding.
- v) The Awardee Organization is responsible for the ongoing monitoring and management of research funded by the Murty Trust in accordance with the best international research practices. The Awardee Organization shall ensure that its processes and policies are consistent with those of the Murty Trust and meet all relevant regulatory and legislative requirements. The Murty Trust shall be entitled to see copies of the Awardee Organization's processes and policies and, if requested,

shall be provided with access to its facilities, to enable the Murty Trust, or an authorized third party, to review its processes and policies.

- vi) If the Awardee Organization does not have any of the policies listed in the section on '**Research Integrity**', then it shall adopt the relevant policy as issued by the Murty Trust from time to time, at the Awardee Organization's own cost and expense.
- vii) When appropriate and necessary, the Murty Trust may seek written confirmation that the Awardee Organization is following the highest standards of Research Integrity.
- viii) All Awardees are expected to inform the Murty Trust if they intend to apply for additional grants after the commencement of their funding. To maintain a high standard of research integrity and to prevent duplication of efforts, Murty Trust wishes to avoid the same research being funded by different funding agencies.

6. Publications and Publicity

- i) Guidelines for acknowledgement, signage, plaques - In recognition of the support provided by the Trust, the Awardee Organization will (a) duly consider prominently displaying or naming any new building/facility in the Project area, in the name of the Murty Trust, and (b) recognize the support from the Murty Trust in all publications relating to the Project (either in the text or the footnote) on its website, event program, marketing material, acquired equipment, and in other places.
- ii) The Awardee must take prior approval of Murty Trust before any results related to the Project are published or presented. Upon receipt of such approval, the findings from the Project should be made freely available to the public by the Awardee and/or Awardee Organization as soon as possible.
- iii) The Trust may use any information, data or other material from the Project for its awareness activities to showcase its funding for the Project.
- iv) The findings from research funded by the Murty Trust should be published in an appropriate form, usually as papers in refereed journals. All research papers that have been accepted for publication in a peer-reviewed journal and are supported in whole or in part by Murty Trust funding, shall be made available from Europe PubMed Central (Europe PMC) as soon as possible and preferably within or immediately after 6 months from the date of final publication.
- v) The publication or release of such findings may be reasonably delayed to enable protection of any intellectual property (IP). The identification, protection, management and exploitation of IP would be subject to the terms and conditions in section 9 herein.
- vi) All publications must acknowledge Murty Trust funding in the prescribed format and include the correct award reference number. Awardees are required to include the following statement under funding disclosure/ acknowledgement section in publications/patents/other research outputs arising from Murty Trust-funded research: "This work was supported by a Murty Trust Fellowship/Award [Award number **xxxx**] awarded to XX."
- vii) The Awardee Organization shall consult with the Murty Trust on any press statements that may be issued about the Fellowship/Award or the findings from its funded activities.

7. Monitoring and Evaluation

To promote an environment of continuous learning and improvement, the Murty Trust has developed well-defined processes for periodic evaluation.

- i) A quarterly online review shall provide a frame of reference for milestones and challenges. A mid-

term review will evaluate the Awardee's progress during the tenure of their Murty Trust funding. For multi-year Awards, continuation of Murty Trust funding after the second year will be contingent upon a satisfactory review of the progress made during the first 1.5 years of funding. Murty Trust will continue to review the progress made by the Awardee in subsequent years of funding. Murty Trust reserves the right to review the status of funding at any stage of the Award based on the progress made by the Awardee.

- ii) A Committee designated by the Murty Trust ("Committee") will review the Awardee's progress based on the details presented in periodic progress reports and during any Awardee meetings. Murty Trust reserves the right to make amendments to this evaluation requirements to accommodate changing requirements of the review process.

8. Intellectual Property and Commercial Activities

- i) **Ownership of Research Outputs**
All IP, including but not limited to data, findings, results, reports, materials, inventions, software, methodologies, and other outputs (collectively, the "Research Outputs") arising from any research funded by Murty Trust shall vest in the Awardee Organization, subject to the terms and restrictions set out herein.
- ii) **Non-Commercial Use Restriction**
The Awardee Organization agrees that all Research Outputs developed wholly or in part through the funding provided by the Murty Trust shall be used solely for academic, charitable, or public interest purposes. Under no circumstances shall the Awardee Organization, its affiliates, or any third parties to whom the Awardee may disclose such Research Outputs, use or exploit the Research Outputs for any form of commercial gain or financial profit.
- iii) **Prohibition on Licensing or Sale**
The Awardee Organization and/or the Awardee shall not license, sell, assign, or otherwise transfer any rights in or to the Research Outputs to any third party for commercial use, nor shall it permit any third party to exploit the Research Outputs for commercial purposes, without the prior written consent of the Trust, which may be granted or withheld at the Trust's sole discretion.
- iv) **Publication and Dissemination**
The Awardee Organization may publish or disseminate the Research Outputs in academic or public-interest forums, subject to appropriate acknowledgement of the Trust's support. However, such publication shall not include any element that facilitates or enables commercial exploitation of the underlying IP.
- v) **Notification of Commercial Interest**
Should any commercial interest or opportunity arise in relation to the Research Outputs, the Awardee Organization shall promptly notify the Murty Trust in writing. Any decision to pursue commercialization shall require a separate written agreement with the Trust, and absent such agreement, shall be a material breach of the Award Letter and these Award Terms.
- vi) **IP Management Obligations**
The Awardee Organization shall develop and implement appropriate strategies and procedures for the effective management of IP arising from Projects funded by the Murty Trust. Such management shall include, without limitation, the identification, protection, and prevention of unauthorized exploitation of IP.
- vii) **Vesting**

The Awardee Organization shall ensure that all persons involved in Murty Trust-funded activities—including but not limited to employees, students, visiting fellows, subcontractors, and other collaborators—are engaged on terms that ensure any and all IP generated through such funding vests in the Awardee Organization. These terms must include provisions sufficient to ensure that the Awardee Organization holds all rights necessary to fulfill its obligations under these Award Terms.

viii) **Consideration of Public Benefit and Commercial Use**

The Awardee Organization shall evaluate whether the management and protection of Murty Trust-funded IP can further the achievement of public benefit. Where the Awardee Organization determines that commercial use or exploitation of such IP may be appropriate, it must first seek and obtain written advice from the Murty Trust prior to making any commercial use of, or granting any rights to third parties to exploit, such IP. The Murty Trust shall act reasonably in providing such advice and shall not unreasonably withhold it.

ix) **Prohibition on Inappropriate Commercialization**

Although the Murty Trust will not claim any equity interest or revenue share from the commercial exploitation of IP, it requires the Awardee Organization to ensure that no commercial use of such IP undermines or is detrimental to the charitable objectives of the Murty Trust. The Awardee Organization shall also ensure that any patenting or licensing activity is not misused in a manner that restricts access to innovations that serve the public good.

x) **Assistance with IP Management**

If, in the reasonable opinion of the Murty Trust, the Awardee Organization is unable or unwilling to manage any Murty Trust-funded IP in a manner consistent with this Agreement and the objectives of the Trust, the Trust shall provide written guidance to the Awardee Organization on the steps to be taken. If, after a period of six (6) months from the date of such guidance, the Trust reasonably concludes that there is a risk of losing the opportunity to manage the IP for public benefit or that immediate action is required, it may assume responsibility for the management and execution of rights related to the relevant IP. In such cases, the Awardee Organization shall cooperate fully with the Murty Trust and shall ensure that its personnel (including the Awardee), students, and any relevant third parties similarly cooperate in facilitating the Trust's actions.

xi) **Use of Third Parties**

If the Awardee Organization intends to engage any third party to assist in fulfilling its obligations under this Clause, it shall first seek and obtain prior written advice from the Murty Trust. Any such engagement must be consistent with the terms of this Agreement and must not compromise the objectives of the Trust or the protection of the IP.

If the Awardee Organization wishes to use any third party to carry out its obligations with respect to this Condition, then it shall only do so after obtaining prior advice of Murty Trust.

9. Confidentiality

i) **Confidential Information**

For the purposes of these Terms and Conditions, “Confidential Information” means all non-public, proprietary, or sensitive information, in any form or medium, disclosed by the Murty Trust to the Awardee Organization, or otherwise accessed or obtained by the Awardee Organization in connection with the Award, including but not limited to:

a) information concerning the Trust's funding strategies, internal processes, policies, or

operations;

- b) unpublished research data, evaluations, financial information, or third-party information disclosed under obligations of confidentiality;
- c) correspondence, communications, or documentation relating to the Award, including any deliberations, recommendations, or decisions by the Trust; and
- d) any information designated as “confidential” or which by its nature would reasonably be considered confidential.

ii) Obligations of Confidentiality

The Awardee Organization shall:

- (a) treat all Confidential Information as strictly confidential and exercise at least the same degree of care in protecting such information as it uses for its own confidential information, but in no event less than reasonable care;
- (b) not disclose, publish, or otherwise make available any Confidential Information to any third party without the prior written consent of the Murty Trust, except to its employees, officers, or professional advisers who have a strict need to know such information for the purposes of carrying out the obligations under this Award and are bound by confidentiality obligations no less stringent than those contained herein;
- (c) use the Confidential Information solely for the purposes of performing its obligations under the Award and not for any other purpose, including any commercial, competitive, or personal gain.

iii) Exclusions

The obligations in this Clause 9 shall not apply to any information which the Awardee Organization can demonstrate:

- (a) was lawfully in its possession prior to disclosure by the Murty Trust and not under any obligation of confidentiality;
- (b) is or becomes publicly available through no fault of the Awardee Organization;
- (c) is lawfully disclosed to the Awardee Organization by a third party who is not under any obligation of confidentiality; or
- (d) is independently developed by the Awardee Organization without use of or reference to the Confidential Information.

iv) Compelled Disclosure

If the Awardee Organization is required by applicable law, regulation, or court order to disclose any Confidential Information, it shall, to the extent legally permissible, provide the Murty Trust with prompt written notice of such requirement and cooperate with the Trust in seeking appropriate protective measures.

v) Return or Destruction

Upon termination or expiration of the Award, or upon request by the Murty Trust, the Awardee Organization shall promptly return or destroy all Confidential Information, including any copies, summaries, or notes thereof, and confirm such destruction or return in writing, unless retention is required by law or necessary for ongoing compliance obligations.

vi) Survival

The obligations under this Clause 9 shall remain in effect during the term of the Award and for a period of five (5) years following its expiration or termination, or for such longer period as may be required by applicable law.

vii) Non-disparagement

The Awardee Organization shall not, and shall ensure that the Awardee, its officers, directors, employees, subcontractors, affiliates, and representatives do not, make, publish, or otherwise communicate any statement—whether written, oral, or online—that could reasonably be understood to disparage, defame, or otherwise harm the reputation, image, or standing of the Murty Trust, its trustees, officers, employees, advisors or agents.

10. Indemnification

i) Indemnity by Awardee and Awardee Organization

The Awardee and the Awardee Organization (collectively, the “Indemnifying Parties”) shall, jointly and severally, indemnify, defend, and hold harmless the Murty Trust, its trustees, officers, employees, advisors, representatives, and affiliates (collectively, the “Indemnified Parties”) from and against any and all losses, liabilities, damages, claims, demands, proceedings, penalties, costs, and expenses (including reasonable legal fees and disbursements) arising out of or in connection with:

- (a) any breach of the Award Terms and Conditions by the Indemnifying Parties or their employees, students, subcontractors, or agents;
- (b) any act or omission by the Indemnifying Parties in connection with the conduct of the funded project or use of the Award, including but not limited to negligence, misconduct, or violation of applicable laws, regulations, or third-party rights;
- (c) any third-party claims arising from intellectual property infringement, data misuse, personal injury, property damage, regulatory non-compliance, or employment-related disputes connected to the funded activities;
- (d) any unauthorized disclosure or misuse of Confidential Information of the Murty Trust;
- (e) any disparagement or reputational harm caused to the Murty Trust in violation of Clause 9 (Confidentiality); and
- (f) any claim arising from or related to the results, publication, commercialization, or dissemination of outcomes of the funded project.

ii) Notice and Cooperation

The Murty Trust shall promptly notify the Indemnifying Parties in writing of any claim or action to which this indemnity may apply and shall permit the Indemnifying Parties, at their sole cost, to assume the defense and settlement of such claim, provided that:

- (a) the defense is conducted diligently and in good faith;
- (b) the Trust shall have the right to participate in the defense at its own expense; and
- (c) no settlement shall be made without the prior written consent of the Trust, such consent not to be unreasonably withheld if the settlement includes a full and unconditional release of the Indemnified Parties from all liability.

iii) This indemnity shall survive the expiration or termination of the Award and these Terms and Conditions, and shall remain enforceable for so long as any liability or potential claim may reasonably arise in connection with the Award.

11. Fellowship Governance Policies

- i) If the Fellow has not utilized all the funds allocated for the duration of the Fellowship, Murty Trust may consider a no-cost extension. The terms and conditions of the extension would have to be negotiated with the Trust. No-cost extensions are not guaranteed, and Fellows are required to

submit a request for a no-cost extension at least 4 months before the end of the Fellowship. Late requests will not be processed.

- ii) Murty Trust shall support its Fellows while on maternity leave, sick leave and paternity leave. The duration of such leave shall be in accordance with the Awardee Organization's rules and regulations on this matter.
- iii) Murty Trust may, at its discretion, also consider extending the End-of-Award Date on maternity grounds for up to one year. Such a request for an extension must be communicated to the Office at least 4 months prior to the End-of-Award Date.
- iv) If the Fellowship extension on any grounds also requires the release of supplementary funds for research (cost extension), such a request should be substantiated by a strong professional justification. The decision on the requirement to release supplementary funds is at the discretion of the Committee. Such a request must be communicated to the Office at least 04 months prior to the End-of-Award Date.
- v) Fellows are encouraged to consult Murty Trust if they wish to apply to the next level of Fellowships offered by it, since policies and provisions may change periodically. Success in one scheme does not mean that applications from Murty Trust funded researchers will be given priority or assessed any differently from other applications. All applications in a scheme are assessed in competition with others received within the cohort.
- vi) Murty Trust Research Fellows are not allowed to hold any other fellowship(s) concurrently. Unless otherwise stated in the Award letter, Murty Trust expects its Awardees to spend 90-100% of their time on the Murty Trust-funded activity. Justified exceptions will have to be presented to the Committee for approval.
- vii) Murty Trust expects its Awardees to spend most of their time on research with any non-research activity (e.g. teaching, administration) not normally exceeding 2 hours per week (for Early Career Fellows) or 8 hours per week (for Intermediate and Senior Fellows). The Research Training Fellows' involvement in clinical duties and non-research activities, including on-call duties must not exceed 2 days per week.
- viii) Research Fellows holding a faculty position at the host institution are allowed to be Principal Investigator (PI) on another grant only if the additional grant is an infrastructure/equipment grant to support the Fellow's research at the host institution. Also, early career Fellows awarded under clinical and public health research category, not holding a faculty position may commit up to 10% of their research time on other grants as co-principal investigators ("co-PIs"). However, Early Career Fellows awarded under the basic research category, who do not hold a faculty position at the host institution, will not be allowed to commit time on other grants, either as a PI or co-PI. Consequently, Early Career Fellows eligible to apply for other grants will be required to commit at least 90% of their research time on the Murty Trust funded research. Eligible Early Career Fellows are expected to inform Murty Trust in advance of submitting the other grant.
- ix) Fellows are permitted to apply for another Fellowship as their Murty Trust Fellowship draws to an end (within one year of their end-date); however, Murty Trust should be informed about their plans and if successful, they are required to commence the Fellowship only after the end of their Murty Trust Fellowship.

12. Limitation of Liability

The Awardee Organization acknowledges and agrees that the funding provided by the Murty Trust

is a form of charitable grant and is awarded on a discretionary, non-commercial basis. The Trust makes no representations or warranties of any kind, express or implied, statutory or otherwise, including without limitation any warranties of merchantability, fitness for a particular purpose, non-infringement, accuracy, completeness, or the outcome or success of the project or research funded by the Trust.

To the maximum extent permitted by applicable law, the Trust, its trustees, officers, employees, advisors, representatives, affiliates, and agents (collectively, the "Indemnified Parties") shall not be liable to the Awardee, the Awardee Organization, its affiliates, employees, students, contractors, subcontractors, or any third party for any losses, liabilities, damages, claims, costs, expenses, or penalties of any kind, whether direct, indirect, incidental, consequential, special, punitive, or exemplary, arising out of or in connection with:

- a. the Award, acceptance, use, or administration of the funding;
- b. the performance, conduct, or outcome of any project or activity supported by the Award or associated funding;
- c. any reliance placed by the Awardee Organization or third parties on advice, information, data, or reports generated in connection with the funded Project;
- d. the termination, suspension, or withdrawal of the Award by the Trust;
- e. any delay or failure in providing disbursements under the Award;
- f. any IP disputes, third-party claims, regulatory breaches, or loss of data or confidentiality arising from the funded activities.

The Trust shall have no responsibility for any acts, omissions, errors, or breaches of duty by any third party, including but not limited to subcontractors, collaborators, institutions, service providers, or individuals engaged by the Awardee Organization in connection with the funded Project. The entire risk as to the implementation, conduct, management, and outcome of the funded project, and any use of the funds or results thereof, shall be solely that of the Awardee Organization. The Trust shall not bear or assume any responsibility for the consequences of any decisions made by the Awardee Organization or its personnel in relation to the Project.

Without prejudice to the foregoing, in the event that any liability is nevertheless found to attach to the Trust by a court of competent jurisdiction, the Trust's total cumulative liability under or in connection with this Agreement, whether in contract, tort (including negligence), misrepresentation, breach of statutory duty or otherwise, shall in no event exceed the total amount of funding actually disbursed by the Trust to the Awardee Organization under this Agreement.

13. Variation, Transfer and Termination of Funding

The Murty Trust reserves the right to amend the Award Conditions, any terms and conditions in the Award Letter and any Policies and Position Statements on its funding. Such changes shall be notified directly through the Awardee Organization's point of contact or on the Murty Trust's website.

- i) In the event of any conflict between the provisions of the Award Terms as amended from time to time, and of the Award Letter, the provisions of the Award Term shall take precedence.
- ii) The Awardee Organization (or the Awardee, if appropriate) shall inform the Murty Trust without

delay of any change to the status of the Awardee Organization or the Awardee, which may affect their ability to comply with these Award Terms.

- iii) The Awardee shall inform Murty Trust as soon as feasible of any significant divergence from the original aims and directions of its funded research and/ or activities.
- iv) The Murty Trust reserves the right to terminate the funding at any time during the tenure of the Award if there has been any material violation of its Award Terms or a breach of ethics. A written warning and other appropriate due process would normally precede a termination notice.
- v) Transfer of funding to another organization or individual is not permissible, except with the express written consent of the Murty Trust and subject to such organization and individual agreeing in writing to any stipulations that the Trust may require from time to time.
- vi) Reallocation of funds within the approved budget is permissible upon submission of a specific 'reallocation request letter', obtainable from Murty Trust.
- vii) For Fellowships, if the Awardee wishes to transfer to a different organization in India, the change may be allowed subject to support of the new organization to the Awardee and approval of transfer of the Fellowship by the Trustees. For this purpose, a confirmation of support indicating the new organization's awareness of the terms and conditions of the Award and an acceptance to comply with the Award Terms throughout the tenure of the funding must be submitted to Murty Trust. Similarly, the Awardee would be required to scientifically justify the choice of the new organization, which will be assessed by the Committee. Fellowship transfer will be at the discretion of Murty Trust, and decisions will be taken on a case-to-case basis.
- viii) If a Murty Trust Fellow secures a salaried position after being recommended for an Award, the change in the position of the Fellow will be judged based on the time commitment to the Murty Trust funded Project, the completion of the deliverables and, where applicable, the kind of support the host institution agrees to extend to the Fellow during the tenure of the Fellowship.
- ix) Concurrently with the Murty Trust Fellowship, if an Awardee wishes to hold a salaried appointment with an institution other than their Host Institution, the Trust should be informed before acceptance of such an appointment.
- x) The Murty Trust also recognizes that Awardees may wish to terminate their funding during the tenure of the Award. In this situation, it would be the responsibility of the Awardee to inform the Murty Trust of this decision, along with the reason(s), at least 90 days prior to the date on which the Awardee wishes to prematurely terminate the Award. Also, the Awardee must ensure that all the documentation regarding the Award must be completed on or before the date of termination.

14. The Murty Trust Statement on Equity and Diversity

- i) Murty Trust is a public charitable Trust registered in India. It aims to promote the welfare of the general public in the fields of education, medical relief, preservation of environment, monuments, natural heritage, vocational training, research and related areas in India by supporting the best and the brightest people. We also employ talented people to support our mission.
- ii) In its operations, the Murty Trust is committed to inclusion and equality. Our Awardees and staff are selected purely on their merit irrespective of gender, race or religion, and are encouraged to foster a culture that is open and values diversity.
- iii) In keeping with our policy on equality and diversity, we encourage Awardee Organizations to also formally accept this policy in their operations.

15. Managing reputational risks

- i) Murty Trust funds organizations that are at par with international standards of excellence and ethics.
- ii) For the effective implementation of Murty Trust programs, Awardee Organizations must ensure that funds awarded through the Murty Trust are specifically utilized for funded projects and must not be used for any other purposes. The Awardees must ensure that they utilize their time commitments for project purposes only and not engage in any activities that have the potential to damage the reputation of Murty Trust.
- iii) If during the tenure of the Award, the Awardee is found to be involved in any activity, which may pose a reputational threat, Murty Trust reserves the right to terminate funding. The Murty Trust shall have the right to request from the Awardee organization, at any time, any information with respect to the Murty Trust funded Project or any related fact which may have relevance to the situation arising due to their misconduct.
- iv) The course of action for managing such issues will be decided by the Murty Trust and its decision will be final on any such matter.

16. Position Statements and other policies

In addition to the policies outlined in this document, Murty Trust directs attention to position statements and additional policies that are detailed on its website at www.murtytrust.org

17. Governing Law and Jurisdiction

These Award Terms shall be governed by and construed in accordance with the laws of India, without regard to its conflict of laws principles. The Awardee and Awardee Organization irrevocably agrees that the courts of competent jurisdiction in Bangalore, Karnataka, India shall have exclusive jurisdiction to hear and determine any disputes or claims arising out of or in connection with these Award Terms, including any question regarding their existence, validity, interpretation, or termination.

Definitions

Award: The financial grant provided by the Murty Trust to the Awardee or Awardee Organization pursuant to the Award Terms, for the purpose of supporting specific research, academic, or public-interest activities as outlined in the relevant Award Letter (*as defined below*).

Award Letter: The letter from Murty Trust to the Awardee and/or Awardee Organization specifying the name of the Awardee(s), award amount and the conditions under which the award is made.

Annual Report: A form on which the Awardee reports annually on milestones, timelines, and outcomes for projects funded by the Murty Trust.

Annual Spend Report: Audited statement of expenditure and utilization certificate that shall be completed by the Awardee Organization and submitted to the Murty Trust that sets out:

A comparison of (i) budgeted vs actual expenditure by the Awardee Organization during a specified period on a particular Murty Trust project, or (in the case of organization Spend Reports) on all active

Murty Trust Awards held by the Awardee Organization; and (ii) the amount paid by the Murty Trust during that period towards that particular award, or (in the case of organization Spend Reports towards all active Murty Trust awards held by the Awardee Organization; An explanation for variances between 1(i) and 1(ii) above, as requested by the Murty Trust; and any further information that the Murty Trust requests from the Awardee Organization.

End-of-Fellowship/ Grant Project Report: A form on which the Awardee reports on the activities and outcomes for project(s) funded by the Murty Trust, which shall be completed by the Awardee and submitted to the Murty Trust within three months of the end of the funding period or as otherwise required by the Murty Trust.

End-of-Fellowship/ Grant Spend Report: A form completed by the Awardee Organization that shall be submitted to the Murty Trust within three months of the end of the funding period or as otherwise required by the Murty Trust and that sets out:

- (1) A comparison of (i) actual expenditure by the Awardee Organization during the funding period on the Award and (ii) the total amount awarded by the Murty Trust in respect of the said Award;
- (2) An explanation for any variances between 1(i) and 1(ii) above as requested by the Murty Trust; and
- (3) Any further information that the Murty Trust requests from the Awardee Organization.

Fellow, Fellows, Awardee, Awardees: The “Lead Applicant” in case of Fellowship application and “Applicants” as specified in the Grant application and as specified in the Award Letter.

Fellowship/ Award: The Fellowship/ Award described in the Award Letter.

Fellowship/ Award Period: The period of the Fellowship/ Award set out in the Award Letter, commencing on the start date confirmed by the Awardee/ Awardee Organization.

Awardee Organization: The non-profit organization in India (including university, institution, research council, think tank, or other body) at which some or all of the project(s) funded by the Murty Trust shall be carried out or which employs the Awardee(s).

“Murty Trust” or “Trust”: The public charitable trust known as Murty Trust.

Murty Trust-funded IP: Intellectual property that is, or has been, created, exemplified or developed (whether in whole or in part) from the project(s) that the Murty Trust funds. Unless specified otherwise in the Award Letter, ‘Murty Trust-funded IP’ does not include the copyright in artistic works, books, articles, scientific papers, lectures or audio or visual aids to the giving of lectures or teaching.

Intellectual property (IP): Includes all inventions, discoveries, materials, technologies, products, data, algorithms, software, patents, databases, copyright and know-how.

Footnotes

ⁱ Definition of total award size:

Award amount (INR)	To Organization
Small	< 1 lakh
Medium	< 99 lakh
Large	> 1 cr
Special cases	> 5cr + Ad-hoc

ⁱⁱ Allowable expenses:

Activities

- Direct project expenses – workshops/ training, surveys, procurement, legal compliance
- Public awareness and outreach – printing, designing and distribution of materials and resources
- Data management & licenses - software or digital tools used for the project, surveys and other data collection tools
- M&E – project evaluation and reporting expenses such as data collection, analysis and reporting tools

People

- Admin expenses – salaries, travel, rent, utilities and overheads
- Participants & beneficiaries – travel, accommodation, access to services/ licenses
- Paid expertise - honorarium