



CHILDREN with CANCER UK

Terms and Conditions of Grant Funding - please read carefully

Key terms used in these Terms and Conditions can be found in the Definitions section at the end of this document.

1. Terms and Conditions and use of Grant

1.1 These Terms and Conditions, together with the Award Letter and our Policy and Position Statements, set out the Agreement on which we make the Grant to you, the Host Institution, in support of the Research.

1.2 The Host Institution is responsible for the Grant and must ensure that the Research is carried out by the Principal Investigator and any Institution, in accordance with these Terms and Conditions. Any reference to 'Institution' shall be each Institution at which some or all the Research will be carried out.

1.3 Before a Grant may commence, the Host Institution, (through an authorised signatory), Head of Department, Finance Officer and Principal Investigator must accept, and agree to abide by the Terms and Conditions by signing and returning the Award Letter. The Host Institution undertakes to bring these Terms and Conditions to the notice of all other Institutions involved in some or all of the Research and to obtain their written agreement to them.

1.4 Should the Host Institution issue a sub-grant or award for any part of the Grant, it will remain responsible to us for the conduct of the Research and Grant, both scientifically and financially, and for compliance with these Terms and Conditions. The Host Institution must perform appropriate due diligence and implement written terms and conditions, with the relevant Institution(s) which contain terms substantially the same as those set out in these Terms and Conditions. The Host Institution must inform us before issuing any sub-grant or award of any part of the Grant to another Institution(s).

1.5 We reserve the right to amend these Terms and Conditions and our Policy and Position Statements at any time. We will publish on our website any changes and recipients will be notified in writing as soon as practicable after the changes are implemented, at which point they will apply to the Grant.

1.6 The purpose of the Grant is to undertake the Research and the Grant must not be used for any other purpose. The Research should be conducted as described in the Proposal, subject to any variations set out in our Award Letter. The use of Grant monies for any purpose other than that specified in the Award Letter is not permitted without prior written approval from the Charity.

2. General obligations

The Host Institution must:

- 2.1 ensure that the Research is supported by adequate and appropriate resources and facilities;
- 2.2 ensure that the Research and associated activities are carried out in accordance with the Agreement and all relevant legislation and codes of practice, including those relating to health and safety and data protection, and that all necessary licences and approvals have been obtained and are in place at all times during the Grant Period;
- 2.3 be responsible for maintaining appropriate policies of insurance to carry out the Research, including covering personal indemnity, public liability and employer's liability insurance; and
- 2.4 immediately report to the Research Grants Officer:
 - 2.4.1. any significant deviations to the Research from that stated in the Proposal;
 - 2.4.2. any serious safety or ethical incident arising in the course of the Research;
 - 2.4.3. any Research involving human and hybrid-human embryos, human tissue or animal testing;
 - 2.4.4. any factors that may adversely affect the Research or compliance with the Agreement (including suspicion of or actual fraud, corruption or financial impropriety, or any change to the status of the Host Institution, the Principal Investigator or any Institution(s) , including suspension from duty or dismissal due to research misconduct, bullying or harassment, death or early retirement)after which it shall be for the Charity to determine whether the Grant may continue.
- 2.5 The Host Institution shall ensure that the Principal Investigator is engaged in the Research and is responsible for project management of the Research.
- 2.6 If the Principal Investigator wishes to move to another institution within the UK, the Charity and the relevant Institution must agree a novation of the Agreement.

3. Compliance and research practice

- 3.1 For Research falling within the scope of the UK Policy Framework for Health and Social Care Research, Children with Cancer UK is not the Research Sponsor. The Host Institution must either accept responsibility as the Research Sponsor or put in place arrangements with a third party such as a local NHS Trust to be the Research Sponsor.
- 3.2 For Research falling within the scope of the UK Policy Framework for Health and Social Care Research, the Principal Investigator must accept the responsibilities of Chief Investigator as set out under the UK Policy Framework for Health and Social Care Research.
- 3.3 The Principal Investigator and any other lead investigators involved in clinical trials involving medicines must be authorised health professionals as defined in the Medicines for Human Use (Clinical Trials) Regulations 2004 and its subsequent amendments and associated government guidance.

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3.4 The Host Institution must have in place written standards of good research practice and written procedures for the investigation of allegations of scientific misconduct. Copies of these must be provided to the Charity on request. As a minimum standard the Host Institution must adhere to the Concordat to Support Research Integrity, as amended from time to time.

3.5 It is the responsibility of the Host Institution to investigate any actual or suspected cases of scientific fraud, and must have a written procedure for doing so, available on request. In signing these Terms and Conditions the Host Institution will be confirming that they have the appropriate mechanisms to deal with scientific fraud in place or are working towards having them in place.

3.6 If a case of scientific fraud is suspected in the course of the Research then the Charity must be notified immediately and kept informed of all developments. The Grant would normally be suspended pending full investigation. If fraud is proven the Grant may be terminated immediately and the Charity may require the Grant to be repaid in full or in part in accordance with clause 18.

4. Payment of the Grant

4.1 Subject to this clause 4, and your full and continued compliance with the Agreement and your obligations hereunder, we will pay the Grant to the Host Institution in the amounts and at the times set out in the Budget.

4.2 The Host Institution accepts that the Charity is reliant upon income from voluntary sources and Grant payments will therefore be subject to the availability of the necessary funds and will not be made if the Charity does not have available funds or is for any other reason unable or not permitted to provide the funds.

4.3 Requests for payment should be delivered according to the Award Letter in accordance with the Budget, giving details of the actual costs incurred and receipts from any third-party suppliers. The Host Institution will provide any proof of expenditure and other supporting documents or information that the Charity may reasonably require before it processes any payments.

4.4 The Charity will have no liability to the Host Institution for any Losses caused by a delay in the payment of the Grant however arising.

4.5 The amount of the Grant shall not be increased. The Charity will consider requests for time extensions which do not incur any additional costs. Payment requests must not exceed the quarterly limit set out in the Budget. Although subject at all times to the Charity's discretion, overspends of 10% or less in respect of individual cost items within the Budget will ordinarily be accepted. Any overspend outside of this tolerance must be approved in writing by the Charity in advance. Please refer to our Policy and Position Statements regarding the preparation of budgets and eligible costs.

4.6 Any money incorrectly paid to the Host Institution either as a result of an administrative error or otherwise, or any excess funds remaining at the end of the Grant Period or on early termination of this Agreement (including but not limited to, any portion of the Grant advanced but not used for the agreed purpose by the end of the Grant Period) may not be retained and shall be promptly returned to the Charity.

4.7 The Host Institution shall indemnify the Charity on demand in respect of all Losses it incurs in connection with the recovery of monies owed by the Host Institution to the Charity under this Agreement.

4.8 The Charity and Host Institution agree that the Grant is inclusive of any tax (including value added tax) to the extent any tax is payable on all or any part of the Grant. The Host Institution will indemnify the Charity for any tax (including value added tax) that becomes payable by the Charity on, or in relation to, all or any part of the Grant.

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4.9 The purchase of equipment and consumables for medical research is usually exempt from VAT (please refer to HM Revenue and Customs Guidance on Charity funded equipment for medical and veterinary uses (VAT Notice 701/6)). In order to reduce the cost for the Charity, it is the duty of the Host Institution to ensure maximum possible discounts are obtained prior to the purchase of any equipment or consumables. The Host Institution must ensure that there are clearly defined procedures in place for the procurement of equipment and consumables and that equipment and consumables funded by the Grant are acquired in accordance with these procedures. The Charity will not contribute to the VAT costs incurred due to any failure of the Host Institution or any Institution(s) to claim relief on qualifying equipment or consumables.

5. Other funding

5.1 Where the Host Institution has obtained funding from a third party in relation to its delivery of the Research (including funding for associated administration and staffing costs) before the Start Date, the Host Institution confirms that it has declared this funding to the Charity, provided the Charity with information and a clear description of what that funding will be used for, and obtained the Charity's approval for it.

5.2 Where the Host Institution intends to apply to a third party for other funding for the Research, it will notify the Charity in advance of its intention to do so and provide the Charity with details of the source, amount and purpose of that funding.

5.3 The Host Institution must not apply for or obtain Duplicate Funding in respect of any part of the Research or any related administration costs that the Charity is funding in full under this Agreement. The Charity may exercise its rights under clause 18.1 should the Host Institution do so and refer the Host Institution to the relevant authorities should it dishonestly obtain or attempt to obtain Duplicate Funding.

6. Grant review

6.1 The Charity will review the Grant annually during the Grant Period. The Charity will take into account the Host Institution's delivery of the Research against the agreed outputs in the Proposal and the reports produced by the Host Institution under clause 7.

6.2 Each review may result in the Charity deciding to take one or more of the following steps:

6.2.1. allowing this Agreement to continue in line with existing plans;

6.2.2. increasing or decreasing the Grant;

6.2.3. requesting the Host Institution to re-define the outputs of the Grant or carry out remedial activity to improve delivery of the Research;

6.2.4. recovering any Grant monies that have not been spent by the Host Institution;

6.2.5. terminating this Agreement under clause 18; or

6.2.6. taking any other action deemed reasonable in the circumstances.

6.3 If the Host Institution is requested to carry out remedial activity pursuant to clause 6.2.3, it will submit a plan to the Charity setting out the steps it proposes to take to rectify the areas identified by the Charity and the timetable for taking those steps.

6.4 The Host Institution may make representations to the Charity regarding its decision under clause 6.2. The Charity is not obliged to take those decisions into account. Its decision will be final and at its absolute discretion.

7. Reporting

7.1 It is a condition of the Grant that the Charity receives regular reports on the progress of the Research; the Results; and all objectives, targets or obligations set out in the Award Letter (including a lay summaries) from the Principal Investigator. The Host Institution agrees that it will submit reports as directed by the Charity including to do so via any third-party service providers, platforms, or software applications (such as FlexiGrant) if directed by the Charity. Unless otherwise agreed in writing by the Charity or explicitly set out in the Award Letter, reports must be provided at least on an annual basis from the Start Date. A final report must be provided to the Charity within three months of the earlier of the end of the Research or the Grant Period. The Host Institution acknowledges and agrees that the Charity can withhold any instalment(s) of the Grant and the same will not be paid until the all due reports have been received and signed off as approved following the Charity's review.

7.2 The Charity will write to notify the Principal Investigator of the date by which each report is due and will set out the required format and content of the report. Failure to submit reports on time will be a breach of the Agreement and further to clause 4.1 may lead to delay or refusal of future payment requests.

7.3 The Charity reserves the right to request additional information or reports at any time during the Grant Period, on reasonable notice to the Principal Investigator.

7.4 The Principal Investigator and the Host Institution must make themselves available for an annual review meeting with the Charity if so required. Such a meeting would usually take place at the Research site.

7.5 The Charity reserves the right to use extracts from the progress reports in its publications. It is the Principal Investigator's responsibility to indicate any information that is confidential. The Principal Investigator will be given the opportunity to approve any such extracts and must co-operate with the Charity to meet reasonable deadlines. Consideration will always be given to potential Intellectual Property issues and to the need to avoid releasing unpublished results.

7.6 We may also use third-party service providers or software (such as Researchfish) to collect data on any outcomes and impact arising from our awards. The Principal Investigator must submit information concerning the outputs from the Research, and any other information that we may reasonably request, through any portal or system (such as the e-Val system or similar) we instruct. Such data must be submitted at intervals we reasonably request and at least on an annual basis from the Start Date up until the latter of 5 years after the end of the Research or the Grant Period. Failure to input or update such information as requested and as set out in this Agreement may lead to delay or refusal of future payment instalment(s) of the Grant and will impact your eligibility for further awards from us

7.7 Any clinical research trials funded by Children with Cancer UK must be uniquely identified and registered in a publicly accessible and electronically searchable register. This is to ensure that all funded clinical trials meet the appropriate standards, and there is a commitment to conduct the trial and report the findings in accordance with basic ethical principles. This includes preserving the accuracy of the results and making both positive and negative results publicly available.

8. Principal Investigator and persons engaged to work on Research

8.1 In all instances where the Grant provides financial support for the employment of Staff, the Charity does not act as an employer. We do not employ the Principal Investigator or any of the Staff engaged with conducting the Research. It is the Host Institution's and any relevant Institution(s)' responsibility to issue any necessary contracts of employment in relation to the Grant, and to comply with any relevant employment law and regulation, including its duty of care as an employer.

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8.2 The Charity expects that Staff whose salaries are funded by the Grant to devote substantially the whole of that salaried time to the Research.

8.3 The term of appointment of Staff recruited to work on the Research must be confined to the period of the Grant Period. The Charity is not liable for contracts which extend beyond this period or for their termination before or at the end of the Grant Period.

8.4 The Host Institution (and any relevant Institution(s)) undertakes to pay the remuneration of the Principal Investigator and co-applicants, where these are not claimed in the Proposal, for the duration of the Grant Period. The Host Institution (and any relevant Institution(s)) must ensure all clinical Staff hold honorary NHS clinical contracts (or equivalent, if based outside the UK) or honorary university contracts at the appropriate level. They must also have the necessary professional registration, occupational health clearance and professional indemnity insurance. The Charity accepts no claim arising out of matters relating to fitness to practice.

8.5 The Host Institution agrees to indemnify the Charity for any Losses the Charity might suffer relating to any claim issued by a person engaged by the Host Institution in respect of the Research.

8.6 For an individual at post-doctoral level or above whose salary is claimed under the Grant, an up to date CV must be provided by the Host Institution to the Charity, before Grant payments can be made relating to the individual's salary. CVs are not required for staff members below post-doctoral level.

8.7 If there is a 'to be appointed' employee in the Proposal at post-doctoral level or above, the Host Institution must inform the Charity when an appointment is made and must send the Charity a copy of the successful applicant's up to date CV together with details of the salary scale/grade on which they have been appointed and their start date. It will not be possible to increase the Grant to allow for the appointment of a person on a higher level than originally envisaged. Provision should be made for this in the Proposal.

8.8 In the event that a person employed or engaged to work on the Research needs to take any long-term leave the Host Institution must inform the Charity immediately. The Charity may decide to suspend the Grant until the person returns to work but the decision will be taken on a case-by-case basis, in consultation with the Host Institution.

8.9 In the event that that the Principal Investigator or another person employed or engaged to work on the Research dies, the Host Institution must inform the Charity immediately. The Charity may decide to suspend the Grant until such time as it is satisfied that a suitable replacement to the Principal Investigator is in post. If a suitable replacement (in the reasonable opinion of the Charity) cannot be promptly found, the Charity may terminate the Agreement or transfer the Grant to another Institution, and the Host Institution shall co-operate as necessary to facilitate such transfer.

9. Equipment

9.1 If any part of the Grant has been used to purchase equipment with a value of over £10,000 and Grant monies have been provided for that purpose:

9.1.1. subject to clause 9.8, those assets remain the property of the Charity and the Host Institution shall not dispose of those assets without the prior written permission of the Charity, nor use them as security for a loan; and

9.1.2. the Host Institution shall:

a. obtain at least three competitive tenders for the provision of the equipment in accordance with normal tender and contract procedures. If it is not possible to obtain three competitive tenders, then this should be explained in a letter to the Charity,

together with a statement of the Institute's usual practices and procedures in this situation;

- b. submit to the Charity an explanation of the tender accepted prior to the purchase of the equipment; and
- c. keep all relevant documents relating to the tender for at least 6 years and provide a copy of such documents to the Charity on request.

9.2 The Host Institution shall at all times throughout the duration of this Agreement:

9.2.1. keep the equipment in good repair and condition and undertake all things as may be necessary to ensure their proper maintenance; and

9.2.2. take out and keep in force a comprehensive policy of insurance with reputable insurers to cover the equipment against and in respect of all usual risks to their full replacement value (where relevant) and a copy of the current policy and evidence that the relevant premiums have been paid shall be provided to the Charity on request.

9.3 For the duration of the Grant Period, Staff funded by the Grant should have priority use of the equipment.

9.4 Should the Principal Investigator move to another institution during the Grant Period or the agreement be transferred to another Institution under clause 17 or any other reason, the Charity reserves the right to require that the equipment be transferred with him/her after discussion with the Institutions concerned.

9.5 If equipment funded by the Grant is purchased by another Institution, such Institution must fully comply with the obligations under this clause. The Host Institution will remain responsible for ensuring the Charity receives full details of the procurement making process for any purchase of equipment related to this Grant.

9.6 Reimbursement of equipment monies over £10,000 will be subject to receipt for a valid claim from the Host Institution's finance office for the item(s) awarded under the Grant. The Host Institution must also provide a copy of the relevant supplier's invoice(s).

9.7 Once the Research is completed the Charity requires that the equipment will be used for further research relevant to the Charity's purposes.

9.8 At the end of the Grant Period or on termination of the Grant, the Charity shall transfer ownership of any equipment to the Host Institution or relevant Institution, unless the Charity informs the Host Institution otherwise in writing.

10. Grant Period

10.1 The Agreement shall commence on the Commencement Date and shall remain in full force and effect until the expiry of the Grant Period unless it is terminated earlier in accordance with its terms.

11. Audit and financial administration

11.1 You must ensure that you have in place formal standards, procedures, policies, and audit and control arrangements, including those for monitoring and preventing fraud, tax evasion, bribery or any other corrupt practices, and you must use your best endeavours to ensure that Grant expenditure is at all times controlled and used in accordance with these arrangements and as per the in the Award Letter. You agree to share the details of such policies and arrangements with the Charity on request.

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11.2 You must account for all income and expenditure related to the Grant through a separate cost centre and treat the Grant funds as restricted funds.

11.3 You must hold a bank account in the currency specified in the Award Letter with a bank that is acceptable to us, and tell us of any changes to these details during the Grant Period.

11.4 You must maintain complete and accurate records and information to demonstrate your compliance with this Agreement and allow us (and any third-party auditors, agents or advisors appointed by the Charity) to audit your accounts, records, systems and facilities in relation to the the same and your use of the Grant.

11.5 You agree that you will provide us, or any agents appointed by us, all reasonable assistance, co-operation and access in relation to each audit including, but not limited to, access to and meetings with Staff to provide all explanations reasonably necessary to perform the audit effectively.

11.6 We shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt you, or your activities, and that, where possible, individual audits are co-ordinated with each other to minimise any disruption.

11.7 Any such audit will be at our expense, unless the auditor certifies that there is an inaccuracy of more than 5% (five percent) in any financial statement, or some other material inaccuracy, in which case the Host Institution shall pay our costs and the auditor's charges in respect of that inspection.

11.8 If an audit identifies that you have failed to perform or are failing to comply with any of your obligations under this Agreement, without prejudice to the other rights and remedies of the Charity:

11.8.1 you shall take the necessary steps to comply with your obligations at no cost to the Charity and the Charity can request you carry out specific remedial actions to remedy the lack of compliance; and / or

11.8.2 the Charity may at its sole discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant and/or declare the Agreement terminated with immediate effect.

11.9 In addition to the rights set out in this clause 11 you must give assistance to us in complying with our legal requirements relating to accounts, audit or examination of accounts, annual reports and annual returns and provide all support, documentation and information as we may reasonably require in relation to the same.

11.10 You must ensure that you are able to audit the Grant activities of any Institution in such a way that you are able to comply with your obligations to us under this clause and this Agreement. You will bear all costs and responsibility for your failure to adhere to this clause 11.10.

12. Publication and publicity

12.1 The useful outcomes of the Grant must be published or otherwise disseminated in an appropriate form, although publication or release of findings funded by the Grant may be delayed for a reasonable period to allow for protection and commercialisation of intellectual property in accordance with clause 15 below. Please refer to our Open Access policy for more details.

12.2 Acknowledgement of the Charity's support is required in all presentations and publications relating to the Research, including abstracts submitted to scientific meetings.

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12.3 The Charity may publish a summary of the Grant on its website, which will be updated by reference to the contents of annual reports and to the final report summary when the Research is complete.

12.4 The Principal Investigator, Host Institution, Institution(s) and Staff involved in the Research must co-operate with the Charity on joint fundraising/publicity initiatives around the award of the Grant and the Research being undertaken as set out in our Award Letter.

12.5 The Principal Investigator must alert the Research Grants Manager at the Charity at least 14 days in advance of any articles or presentations based on the Research in time to allow consideration of the implications and wider publicity potential. The Principal Investigator must ensure that copies of proposed articles (based wholly or partly on the Research) are forwarded to the Charity when the article is accepted for publication or for presentation at a meeting.

12.6 Any press activity associated wholly or partly with the Research must be approved by the Charity prior to release. The Charity's involvement must be included, and an opportunity for the Charity to provide a statement as part of the activity. It is the responsibility of the Principal Investigator to ensure that the Host Institution's press office is aware of this requirement.

12.7 On the Charity's request, the Host Institution agrees to ask the Principal Investigator to make every effort to attend and speak at key events nationally and regionally and to arrange laboratory visits and attend one-to-one meetings with specific Children with Cancer UK donors etc., in relation to the Research. The Charity will endeavour to ensure that all such requests are kept to a manageable level and will be carefully handled by the Research Grants Manager.

12.8 The Charity may, on reasonable notice to the Host Institution and Principal Investigator, undertake site visits for the purpose of its fundraising activities and relationships with donors, not normally more than one per year.

12.9 The Principal Investigator shall make every effort to contribute at least one lay article to a Children with Cancer UK publication and give at least one lay presentation on behalf of the Charity.

13. **Limitation of Liability**

13.1 The Charity accepts no liability or responsibility, financial or otherwise whether direct or indirect, for any consequences, expenditure, damages and/or Losses arising out of the Host Institution running the Research, the use of the Grant, any non-payment of the Grant on any due date, or otherwise arising in connection with the Grant, Project and/or this Agreement.

13.2 The Host Institution agrees to indemnify the Charity in full against all Losses suffered or incurred by the Charity arising out of, or in connection with:

13.2.1 any failure by the Host Institution to comply with its obligations under this Agreement;

13.2.2 the acts or omissions of the Host Institution in relation to the Research;

13.2.3 the performance or non-performance of any obligation of the Host Institution to any third party in relation to the Research; or

13.2.4 any Losses the Charity might suffer as a result of or in connection with the Host Institution, the Staff, Principal Investigator or any Institution(s)' actions or omissions in relation to the Research or the use of the Grant.

14. Data Protection

14.1 Host Institution must at all times abide by their obligations under the Data Protection Legislation and ensure that any of its personnel and any Institutions do the same.

14.2 The Charity will comply with its obligations under Data Protection Legislation.

14.3 The Charity is required to process personal data for processing of the application, making any subsequent award, for the payment, monitoring and review of the Grant and for promoting the work of Children with Cancer UK and the Grant.

14.4 Personal data shall include information relating to the Principal Investigator and Staff (including names, job titles, institution, email addresses, project details and amount of award).

14.5 Personal data of the Principal Investigator will be used to compile published lists of award holders which will be made available on the Internet, and to produce statistical and historical information on Children with Cancer UK grants.

14.6 This data may be shared and processed by external peer reviewers, current or potential donors and relevant partners, including but not limited to the Association of Medical Research Charities and National Cancer Research Institute and Researchfish (Interfolio).

14.7 The Host Institution shall be responsible for informing the Principal Investigator, Staff and any Institution(s) about the way in which personal data will be processed by the Charity in respect of the Grant and collating all required consents to enable the Charity to process this personal data as detailed in this clause.

15. Intellectual property

15.1 The Charity is under an obligation to ensure that the useful results of research that it funds (whether in whole or in part) are applied for the public good – to maximise the opportunities for advancement in the understanding, diagnosis and treatment of childhood cancers. In some circumstances, this obligation may be best achieved through the protection of Intellectual Property and commercial exploitation. The Charity requires the Host Institution, Staff and relevant Institutions to have an active role in considering whether the protection, management and exploitation of Charity funded Intellectual Property is an appropriate means of achievement of public benefit and develop and implement strategies and procedures for the identification, protection, management and exploitation of Charity funded Intellectual Property.

15.2 Background Intellectual Property shall remain the property of the Host Institution and Institution(s) (as applicable).

15.3 Ownership of the Intellectual Property shall vest in the Host Institution or relevant Institution(s) (as has been agreed between the parties). It is the responsibility of the Host Institution and/ or the Institution(s) to take steps to protect any Intellectual Property rights which may be identified and where there is sufficient commercial justification to do so.

15.4 The Charity requires the Principal Investigator and Host Institution, and where applicable, Institution(s) to:

15.4.1 promptly inform the Charity in writing of any Intellectual Property arising from the Research which they may wish to commercially exploit.

15.4.2 seek the Charity's consent to exploit commercially the results of any Research the Charity has funded. Although consent will not be unreasonably withheld, the Charity will refuse a Host Institution or Institution(s)' request

where it considers that the proposed commercial exploitation would run counter to its interests and charitable objectives. These interests include helping to develop improved treatments that are affordable.

15.4.3. have clear guidelines for employees, students, visiting fellows and subcontractors on procedures for the identification, protection, management and exploitation of Charity-funded Intellectual Property.

15.4.4. ensure that all persons in receipt of Charity funding or working on a Charity-funded activity (including employees, students, visiting staff and subcontractors) are employed or retained on terms that vest in the Host Institution or Institution(s) all Charity-funded Intellectual Property. If a Host Institution or Institution decides not to protect, manage, exploit any Charity-funded Intellectual Property arising out of the Grant then the Charity has a right, but not a duty' to protect, manage or exploit such Intellectual Property. If the Charity decides to exercise its right, the Host Institution or Institution(s) (as applicable) shall procure that its employees, students and any third parties acting on its behalf carry out all acts reasonably required by the Charity to assist the Charity in such protection and exploitation.

15.4.5. inform the Charity of any pre-existing arrangements of which they are aware, and which could lead to a breach of the Charity-funded standard conditions. The Host Institution and/or Institution(s) shall use all reasonable endeavours to ensure that no consultancies, third party restrictions or arrangements which might impact on a Charity-funded Grant are entered into in relation to any Charity-funded person or activity without prior Agreement of the Charity. Charity-funded investigators or individuals involved in a Charity-funded project should not use materials or compounds (other than those obtained commercially), on terms which would place restrictions on the publication of the results. Institutions shall use all reasonable endeavours to ensure that 'reach through rights' have not been granted on any Charity-funded IP in favour of commercial organisations providing materials or compounds to Charity-funded individuals for research purposes. However, the Charity recognises that companies providing materials may often require exclusive rights to any intellectual property arising from use of that material, and that this requirement is often non-negotiable. Where Intellectual Property arises from research linked indirectly to the use of material provided under such Agreement, the Institution should be offered a time-limited opportunity to take out a revenue-generating licence.

15.5 In relation to Research that is funded jointly by the Charity and any other parties, the Host Institution must inform the Charity promptly of the identity of any other parties. The Host Institution must ensure that all such parties negotiate in good faith, with the Charity and the Host Institution, the terms of a collaboration agreement governing, amongst other things, the exploitation of Intellectual Property rights in the results of the Research, obligations of confidentiality regarding the results, the rights of the Charity and the other parties to exploit such Intellectual Property and the division of the revenues arising from such exploitation.

15.6 The Parties shall share all Net Revenue received from the exploitation of the Intellectual Property, in the proportion of fifty percent (50%) to the Host Institution (or Institution as applicable) and fifty percent (50%) to the Charity.

15.7 "Direct Costs of Exploitation" means all external expenses incurred and paid by the Host Institution or an Institution in connection with the filing, prosecution and maintenance of the Intellectual Property including, but not limited to, official filing fees, agent costs, and reasonable legal, litigation and other advisory and consultancy fees. Direct Costs of Exploitation shall not include the Host Institution's/ Institution's internal costs relating to these activities, regardless of the legal constitution of the Host Institution's/ Institution's Technology Transfer Office ("TTO"). The Host Institution/ Institution and TTO may not make deductions for salary or taxes in respect of the Host

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Institution/ Institution and TTO or for any amounts payable to the inventors or generators of the arising Intellectual Property.

15.8 TTO translation costs are set at 5-10% after deducting direct costs. Where a higher percentage fee is sought by the Host Institution/ Institution, the onus will be on the Host Institution/ Institution to demonstrate why a higher fee is warranted (for example because relevant service cost has been absorbed by the TTO other than those already deducted as Direct Costs of Exploitation).

16. Requests to peer review future applications

16.1 If invited, Principal Investigators are asked to respond positively and punctually to requests to referee future Children with Cancer UK Grant applications.

17. Change of institution

17.1 If the Principal Investigator wishes to move to another institution, the Charity must be informed in writing immediately.

17.2 The Charity's decision on whether to transfer the Grant to a different institution will be taken on a case by case basis, always in the interest of successful completion of the Research.

17.3 In the event that the Grant remains with the Host Institution, the Host Institution shall use all reasonable endeavours to find a replacement acceptable to both the Charity and the Host Institution. If no mutually acceptable replacement can be found the Charity may terminate this Agreement in accordance with clause 18.

17.4 In the event that it is agreed to transfer the Grant to a new Host Institution, the Charity may require that any equipment funded out of the Grant be transferred to the new Institution/s. The Charity will not be responsible for any transfer costs.

17.5 In the event that the Grant is transferred, the Charity will meet the Host Institution's reasonable costs necessary to discharge such obligations which cannot be cancelled, and which exist at the time of transfer. Beyond this, the Charity shall have no further obligation to the Host Institution.

18. Termination, Withholding, Suspending and Repayment of Grant

18.1 Without prejudice to the Charity's other rights and remedies, the Charity may at its sole discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant and/or declare the Agreement terminated with immediate effect if:

18.1.1. the Host Institution or an Institution fails to comply with its obligations contained within this Agreement and any failure (if capable of being remedied) remains unremedied for 28 days after notice is served by the Charity. In this event, the Charity may, at its discretion, meet the Host Institution's reasonable costs necessary to discharge such of the obligations detailed within the Budget which cannot be cancelled and which exist at the time of termination.

18.1.2. The Host Institution, Principal Investigator and/or an Institution does anything which in the reasonable opinion of the Charity brings or is likely to bring the name or reputation of the Charity into disrepute, or does anything that is likely to damage the positive views of the supporters or funders of Children with Cancer UK;

18.1.3. the Grant is used for purposes other than those for which they have been awarded;

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18.1.4. the Research is suspended or materially altered, or there are significant variations from the Budget, in each case without the Charity's prior written approval;

18.1.5. the Charity reasonably considers that the Research has not made satisfactory progress or is not being delivered;

18.1.6. the Host Institution fails to provide reports or other information required by the Charity in a timely manner or, in providing such reports or other information, provides the Charity with misleading information; or

18.1.7. a resolution is passed for the voluntary or compulsory liquidation of the Host Institution or if a receiver is appointed over all or part of its business.

18.2 In the event the Charity determines to suspend any or all payments of the Grant in accordance with sub-clause 18.1, the Host Institution shall hold any unspent Grant funds on trust for the Charity and shall not use any unspent Grant funds without the Charity's written permission and shall, upon request, return any such funds to the Charity pending resolution of such suspension (if any). On termination of the Grant the Host Institution and the Principal Investigator will forthwith cease to use the Charity's name in connection with the Research, unless otherwise agreed by the Charity in writing.

18.3 In the event that the Principal Investigator ceases to be appointed at the Host Institution the Charity may elect to terminate this Agreement, and in the event that termination is caused by the Principal Investigator moving to another institution the Host Institution shall in accordance with clause 17 cooperate fully with the Charity, the Principal Investigator and their new Institution to facilitate successful completion of the Research.

18.4 Without prejudice to the Charity's other rights and remedies, the Charity may at its sole discretion terminate the Grant and this Agreement by giving three months' notice to the Host Institution.

18.5 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after the End Date will survive expiry or termination and continue in full force and effect.

18.6 Termination or expiry of this Agreement will be without prejudice to any rights or remedies accrued under it before termination or expiry. Nothing in this Agreement will prejudice the rights of the Charity to recover any amount of the Grant previously paid to the Host Institution following the End Date.

18.7 Any liabilities arising at the end of the Grant Period or on termination or expiry of this Agreement must be managed and paid for by the Host Institution using its own resources. There will be no additional funding available from the Charity for this purpose. The Charity will not be liable to pay any of the Host Institution's costs or those of any supplier of the Host Institution related to any transfer or termination of employment of any Staff or any third parties engaged in the Research.

19. **Dispute Resolution**

19.1 If any dispute or difference arises between the parties pursuant to this Agreement, the parties shall, within 10 days of service of a written request from either party, meet in good faith to resolve the dispute or difference. Where a face to face meeting is impractical (for instance in the case of Research taking place overseas), the meeting may be conducted via a conference call.

19.2 If the dispute or difference is not resolved at such a meeting, either party may propose to the other party by service of a written notice that the matter be referred to a non-binding mediation and, if such proposal is accepted, the mediator shall be

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appointed by Agreement between the parties but shall, in all cases, be a UK-based organisation.

19.3 If the dispute or difference is not resolved by mediation within 60 days of a mediator being appointed or if the parties do not agree to refer the dispute or difference to mediation under this clause 19 or if the parties elect to withdraw from the mediation, the dispute or difference may be referred by either of the parties to litigation.

19.4 The parties shall not be obliged to comply with the terms of this clause 19 in the event that the dispute or difference concerns the payment or monies by one party to the other which payment has not been made and is now overdue in accordance with the terms of this Agreement.

20. **Contracts (Rights of Third Parties) Act 1999**

20.1 This Agreement does not and is not intended to confer any benefit on any third party pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

21. **Applicable law**

21.1 This Agreement shall be governed by and construed in accordance with the law of England and the parties shall submit to the exclusive jurisdiction of the English courts. Research taking place outside of the UK, while subject to their own national laws and regulations, should still meet the minimal standards or comparable equivalents set out in all laws and regulations cited in this document.

22. **General terms**

22.1 No party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 6 months, the party not affected may terminate this agreement by giving 30 days' written notice to the affected party.

22.2 The Host Institution may not, without the prior written consent of the Charity, transfer or pay to any other person any part of the Grant or assign, transfer, sub-grant or in any other way make over to any third party the benefit and/or the burden of this Agreement. The Charity shall be entitled to do so on reasonable written notice to the Host Institution.

22.3 This Agreement constitutes the entire Agreement between the parties and supersedes all prior Agreements between them.

22.4 No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

22.5 Any notice to be given under this Agreement shall be in writing and shall be sent to such address of the other party as is notified by that party from time to time, or (if different) its Registered Office. All such notices shall be served either by post or by electronic mail and shall be deemed received: in the normal course of posting if sent by post; and if sent electronically, at the point of sending.

22.6 This Agreement shall not create any partnership or joint venture between Children with Cancer UK and the Host Institution, nor any relationship of principal and agent, nor authorise either party to make or enter into a commitment for or on behalf of the other party.

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Definitions and interpretation

The following terms and expressions shall have the meaning ascribed to them below. Any reference to legislation includes reference to any subordinate, replacement or successor legislation.

Agreement	These Terms and Conditions, the Award Letter, our Policy and Position Statements and any other document agreed between the Charity and the Host Institution as part of the Agreement.
AMRC Guidelines	The guidance notes published by the Association of Medical Research Charities (AMRC) entitled, 'Research Management: a Guide for Medical Research Charities' and 'Guidance on IP Terms and Conditions'.
Award Date	The date of the Award Letter.
Award Letter	The letter sent by us to you setting out the details of the Grant further to the Proposal.
Background Intellectual Property	Any Intellectual Property that is: (a) generated or developed by the Host Institution or the Institution(s) prior to the Commencement Date and which is required for carrying out the Research; or (b) generated or developed outside the Research by the Host Institution or the Institution(s) after the Commencement Date and which is required for carrying out the Research Project.
Budget	The budget setting out details of Grant payments, as contained within the Proposal.
Commencement Date	The date that the Host Institution has returned a signed copy of the Award Letter.
The Concordat for Research Integrity	A cross-disciplinary national framework for good research conduct and its governance, set out by Universities UK, together with signatories to the concordat. The AMRC is a supporter of the concordat to support research integrity.
Charity, we, us	Children with Cancer UK, a registered charity No. 298405 and a company limited by guarantee, registered in England (CRN: 4960054).
Data Protection Legislation	Means all data protection and privacy legislation in force from time to time in the UK including, as applicable (i) the Data Protection Act 2018, (ii) the GDPR, (iii) the Privacy and Electronic Communications (EC Directive) Regulations 2003, and (iv) all other applicable laws and regulations relating to the processing of personal data and privacy, including statutory instruments (and any re-enactment or amendment of such laws and regulations).
Duplicate Funding	Funding provided by a third party to the Host Institution that is for the same purpose for which the Grant was made but has not been declared to the Charity.
End Date	The date on which the Agreement expires or terminates.
Grant	The money provided by the Charity in support of the Research under the terms of this Agreement.
Grant Period	The period for which the Grant is awarded starting on the Commencement Date and ending on the date specified in the Award Letter.
Host Institution, you	The university, research institution or other entity at which some or all of the Research will be carried out, appoints the Principal Investigator and has overall responsibility for administering the Grant, as specified in the Award Letter.
Intellectual Property	The rights in all inventions, discoveries, materials, technologies, products, data, algorithms, software, patents, databases, copyright, trade marks, know-how and all other intellectual property rights and similar or equivalent rights anywhere in the world which currently exist or are recognised in the future and including applications, extensions and renewals in relation to any such rights.

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Institution	Any university, research institution, company or other entity at which some or all of the Research will be carried out and/or which Grant monies are received.
Losses	All liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses).
Principal Investigator	The 'Lead Applicant' or "Principal Investigator" as identified in the Proposal and as specified in the Award Letter who is responsible for the overall running of the Research and the submission of progress reports further to clause 7.
Policy and Position Statements	Our statements on grant funded activities, found on our website, as amended from time to time.
Proposal	The proposal submitted by the Principal Investigator when applying for a grant and as attached to the Award Letter.
Research	The research described in the Proposal.
Research Grants Officer	The Charity's staff member named in correspondence relating to this Grant and whose email address for the purposes of any queries relating to this grant is research@childrenwithcancer.org.uk .
Research Sponsor	The organisation that takes the lead in confirming there are proper arrangements in place for the initiation and management of the Research. The roles of the sponsor are in accordance with those laid out in the UK Policy Framework for Health and Social Care Research.
Results	Data or information generated by the Research.
Staff	The individual(s) engaged by the Host Institution or Institution(s) for the purposes of the Research (whether employed or self-employed, part-time or fulltime, as employee, researcher, consultant, collaborator, student or in any other capacity)
Start Date	The date specified by the Host Institution as the start date for the Research, which must be no earlier than the Award Date and no later than 12 months following the Award Date.
Terms and Conditions	These terms and conditions of grant funding.
UK Policy Framework	The UK Policy Framework for Health and Social Care Research sets out principles of good practice in the management and conduct of health and social care research in the UK and is key to ensuring that health and social care research is conducted to high scientific and ethical standards (https://www.hra.nhs.uk/planning-and-improving-research/policies-standards-legislation/uk-policy-framework-health-social-care-research/)

Document Version Information

Version	Effective Date	Author	Approver
4	August 2024	Amar Naher	Amar Naher & SMB
3	May 2023	Shrija Koiri	Christiana Ogunbote
2	November 2020	Carolyn Mill	Jasmine Parkinson
1	August 2020	Jasmine Parkinson	Alasdair Philips

