Directorate	Title	Version	Effective Date
Strategy & Research Funding	Grant Conditions	15	1st April 2015

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2 INTRODUCTION

These Grant Conditions, together with the Grant Award Letter and the Funding Policies, set out the terms and conditions on which the Grant is made by Cancer Research UK to the Host Institution and Grantholder. Funding Policies are available on the Cancer Research UK website.

3 DEFINITIONS

3.1	**Accrual Data Contact (ADC)**	Nominated by Chief Investigator of a clinical research study. The ADC is responsible for uploading recruitment data to the NIHR CRN Portal.
3.2	**CRT**	Cancer Research Technology Limited, a company registered in England & Wales No: 1626049 whose registered address is Angel Building, 407 St John Street, London EC1V 4AD. CRT is the technology development and commercialisation arm and wholly owned subsidiary of CRUK including its successors.
3.3	**Cancer Research UK (CRUK)**	**Cancer Research UK, a registered charity in England and Wales (1089464) and in Scotland (SC041666) and a company limited by guarantee registered in England & Wales No. 4325234 whose registered address is Angel Building, 407 St John Street, London EC1V 4AD**
3.4	**Directly Allocated Costs**	**The cost of resources used by a project that are shared by other activities. They are charged to projects on the basis of estimates rather than actual costs and do not represent actual costs on a project by project basis e.g. electricity, water.**
3.5	**Direct Costs**	The costs explicitly identifiable as arising from the conduct of a project.
3.6	**CDD Agreement**	Agreement between CRUK and the Host Institution in relation to a CDD Project. The CDD Agreement will set out, amongst other things, the studies to be undertaken by the Host Institution in relation to the CDD Project and the ownership of the results of such studies**.**
3.7	**CDD Project**	A phase I/II clinical trial which: (i) is carried out on **a novel agent or therapy approved by CRUK's New Agents Committee; (ii) managed through CRUK's Centre for Drug Development; (iii) sponsored by CRUK; and (iv) may be supported partly by a CRUK Grant.**
3.8	**Equipment**	**The equipment required to conduct the Research which costs £5,000 or more.**
3.9	**Funded Intellectual Property**	**All Results other than: (i) Results of CDD Projects (in respect of which a CDD Agreement has been completed); and (ii) Non-CDD Clinical Trial Results.**
3.10	**Funded Materials**	**Biological and chemical materials comprised in Funded Intellectual Property.**
3.11	**Grant**	**The funding made pursuant to and described in the Grant Award Letter.**
3.12	**Grant Award Letter**	**The letter from CRUK to the principal Grant Holder specifying the amount of the Grant and confirming the award of the grant.**

3.13 Grant Conditions	**The conditions set out in this document.**
3.14 Grantholder(s)	**The lead applicant, any joint applicant as specified in the Grant Award Letter or any persons to whom the Host Institution allocated the Grant or any part thereof.**
3.15 Grant Period	**The period of the grant set out in the Grant Award Letter.**
3.16 Host Institution	**The university, institution or other body at which some or all of the research funded by the Grant will be carried out.**
3.17 Human Biological Samples	**Tissue, blood and other biological samples taken from humans.**
3.18 Indirect Costs	**Non-specific costs charged across all projects based on estimates that are not otherwise included as Directly Allocated Costs. They include the costs of the Host Institution's administration such as human resources, finance, library and departmental services.**
3.19 Instalment	**The portion of the award value committed over a defined period, the instalment period. Subsequent instalment(s) of the award are pending successful interim reviews.**
3.20 NHS Number	**An NHS number is a national unique patient identifier which is used by healthcare staff and service providers to match an individual to their health records. Everyone registered with the NHS in England has their own unique number. All babies born in England and Wales are issued with an NHS number at birth.**
3.21 NIHR CRN Portfolio	**A database of clinical research studies that are supported by the National Institute of Health Research Clinical Research Network in England.**
3.22 Non-CDD Clinical Trial	**A clinical trial that is not a CDD Clinical Trial or sponsored by CRUK, but which is supported directly or indirectly by a Grant.**
3.23 Non-CDD Clinical Trial Results	**All Results arising from a Non-CDD Clinical Trial, other than Human Biological Samples.**
3.24 Premises	**All research facilities where the Research is conducted.**
3.25 Research	The research and investigation which is the subject of the Grant.
3.26 Research Personnel	**The Grantholder and the person or persons working under his/her supervision (including students, visitors and sub-contractors).**
3.27 Results	**All inventions, discoveries, materials (including biological and chemical materials), technologies, products, data, algorithms, software, patents, databases, copyright, other intellectual property and know-how arising from Research.**
3.28 Studentship	**A grant or element of a grant pertaining to the funding of students.**
3.29 Technology Transfer Agreement (TTA)	Unless CRT determines otherwise, a framework agreement governing the management and exploitation of Results as well as results of all other research funded by Cancer Research UK at the Host Institution from time to time.

4 RESPONSIBILITIES IN RESEARCH PRACTICE

4.1 Employment

4.1.1 CRUK does not act as an employer with respect to the Grant[1], and therefore, in all cases where support is provided by the Grant for the employment of staff, the Host Institution or its permitted subcontractor(s) must issue a contract of employment for such staff in compliance with the relevant laws and regulations.

4.1.2 The Host Institution is expected to adopt the principles, standards and good practice for the management of research staff set out in the 2008 Concordat to Support the Career Development of Researchers (please see here for more information: https://www.vitae.ac.uk/policy/vitae-concordat-vitae-2011.pdf/view), and subsequent amendments. The Host Institution must create an environment in which research staff are selected and treated on the basis of their merits, abilities and potential. It must ensure that reliable systems and processes are in place so that the principles of the Concordat are embedded into practice within the Host Institution.

4.1.3 All clinical staff appointed on grants should hold honorary NHS clinical contracts or honorary university contracts at the appropriate level. The Host Institution is responsible for ensuring all clinical staff have the necessary professional registration and occupational health clearance. CRUK accepts no liability for any claim arising out of matters relating to fitness of practice.

4.1.4 CRUK will not be responsible for, nor will it indemnify the Host Institution against, any claim for redundancy, compensation, dismissal or discrimination or any other claims for which the Host Institution or any permitted sub-contractor may be liable as an employer or otherwise.

4.1.5 The Host Institution must ensure that all permanent and temporary staff and students employed or involved in the work funded by the Grant receive training appropriate to their duties, in accordance with any applicable legal or regulatory requirements. This includes management and leadership training and development for all CRUK supported staff with managerial responsibilities.

4.1.6 The Host Institution must ensure that appropriate Premises are available to house the Research Personnel and all equipment used in the Research is fully maintained, kept in an appropriate and safe state of repair and properly serviced for the duration of the Grant. The Host Institution must comply with and perform all obligations and duties at law (including all health and safety legislation) in respect of the Premises.

4.1.7 The Host Institution must identify any risks which could affect the health of new and expectant mothers and must take any actions necessary as a result of the risk assessment.

4.1.8 Researchers in receipt of salary support from CRUK must ensure that their time commitments to commercial organisations and other non-research activities are compatible with the policies of the institution and any conditions in the Grant Award Letter.

4.1.9 CRUK funded researchers must disclose to their institutions (a) benefits in cash in excess of £10,000 per annum or (b) benefits in equity of any level, received either as compensation for work undertaken for a commercial organisation, or in consideration of the transfer of intellectual property.

[1] In exceptional and specific circumstances, a Grant may include support costs for CRUK staff working within the Host Institution. Such staff will remain CRUK employees.

4.1.10 In managing a perceived or actual conflict of interest, the institution must use all reasonable endeavours to ensure that CRUK is not put at risk of being in breach of charity law or regulation because of the relationship of a CRUK funded researcher with a commercial organisation. In particular, the institution should act to ensure that the useful results of CRUK funded research are applied for the public benefit, with only incidental private benefit. This might involve requiring a CRUK funded researcher to relinquish direct control over some, or all, of the assets they hold in a commercial organisation or requiring the level of compensation offered to the CRUK funded researcher to be capped.

4.2 Project Management

4.2.1 It is the responsibility of the Host Institution and Grantholder to ensure that all parties, including collaborators, supervisors, and staff employed on CRUK grants comply with the Grant Conditions.

4.2.2 The Host Institution must hold appropriate policies of insurance covering personal indemnity, public liability, and employer"s liability and shall maintain such insurance policies throughout the Project and any commercialisation of the Results.

4.2.3 The Host Institution must ensure proper financial management of grants and accountability for the use of public funds.

4.2.4 The Host Institution must ensure that the Grant is used for the purposes for which it was awarded. Any plan to diverge from the aims outlined in the original grant application requires prior written agreement from CRUK. In the event the research is terminated early, CRUK must be notified in writing.

4.2.5 The Host Institution must ensure that adequate resources are provided to support the activities and timeframe described in the GAL.

4.2.6 The Host Institution must notify CRUK if there is any change in status, or of Research Personnel, that may affect its eligibility to hold the grant.

4.2.7 The Host Institution will inform CRUK promptly of any pre-existing arrangements which may lead to a breach of the Grant Conditions. The Host Institution shall not enter into, or permit any person involved with the project to enter into, consultancies, third party restrictions or arrangements which may affect the Research without the prior written agreement of CRUK.

4.2.8 The Host Institution and the Grantholder must notify any commercial collaborators of the application and obtain their agreement for the disclosure of confidential information.

4.2.9 CRUK"s CDD must be notified of any potential new treatment arising from a CRUK Grant. It is expected that the CRUK New Agents Committee will be the preferred route for clinical testing of any potential new treatment.

4.2.10 CRUK acknowledges that the Host Institution is subject to the Freedom of Information Act 2000. If the Host Institution receives a “Request for Information” in respect to any part of the Grant, the Host Institution must notify and consult with CRUK on the response to the request.

4.3 Requests to Referee Future Applications

4.3.1 Grantholders are expected to respond positively and punctually to requests to referee CRUK grant applications.

5 RESEARCH INTEGRITY

5.1 Concordat to Support Research Integrity

5.1.1 As a supporter of Universities UK's *Concordat to Support Research Integrity*, CRUK expects research to be conducted according to the highest standards of rigour and integrity, with the core elements of research integrity; Honesty, Rigour, Transparency & Open Communication and Duty of Care to Participants, to be upheld at all time.

5.1.2 Researchers are expected to maintain the highest standards of research integrity at all times. Host Institutions are expected to support researchers to understand and act in accordance with the core elements.

5.2 Scientific Conduct

5.2.1 The Host Institution must make reasonable efforts to introduce measures to mitigate the risk of incidences of scientific misconduct occurring. Further guidance can be found in CRUK's *Guidelines for Scientific Conduct.*

5.2.2 The Host Institution must have in place formal written procedures for the handling of allegations of research misconduct should they arise. The procedure(s) must be made available to CRUK upon request.

5.2.3 It is the responsibility of the Host Institution to inform CRUK, in confidence, at the earliest opportunity, about allegations, progress of the investigation and the investigation outcome of research misconduct that concern CRUK Funded researchers.

5.2.4 CRUK reserves the right to investigate any aspect of fraud or misconduct itself as it reasonably sees fit and the Host Institution shall provide assistance and information to CRUK for that purpose.

5.2.5 Where allegations of scientific misconduct are investigated and upheld, CRUK reserves the right to impose appropriate sanctions on the grantholder which may include (but are not restricted to):

i. Removal from a particular project
ii. Retraction of published material
iii. Monitoring of future work
iv. Withdrawal of funding
v. Termination of Grant

5.3 Conflicts of Interests

5.3.1 The Host Institution is responsible for managing conflicts of interests ensuring:

5.3.2 i. Any relationship between the Host Institution, Researchers and commercial organisations shall be appropriate and not unduly benefit the commercial organisation or influence the research.

ii. Any form of remuneration by a company for consultancy shall be made only

for the appropriate provision of advice and the exchange of ideas and shall not enable that organisation to gain inappropriate access to Funded Intellectual Property.

iii. CRUK is notified of any conflicts which may be relevant to the research.

5.4 Ethical & Legal Frameworks

5.4.1 The Host Institution must ensure that before the research funded by the Grant commences and during the full Grant Period, all the necessary legal and regulatory requirements, including any necessary or appropriate ethical approval, in order to conduct the research are met. This includes obtaining all licences and approvals. The Host Institution accepts full responsibility for ensuring that any such approvals are in place at all relevant periods of the Grant.

5.4.2 The Grantholder and Research Personnel must ensure all research involving animals is fully compliant with current Home Office legislation and adhere to the Guidelines for the Welfare and Use of Animals in Cancer Research as set out by Workman et al (2010) (British Journal of Cancer 102, 1555-1577).

5.4.3 The Grant must not be used for any research on animals which has not been approved and set out in the grant application.

5.4.4 Due consideration must be given to the refinement, reduction or replacement of the animals (www.nc3rs.org.uk).

5.5 Cell Line Authentication

5.5.1 All researchers using cell culture must incorporate a specific cell line authentication protocol into their experimental framework, following the general principles of Good Research Practice (MRC, 2000) as well as best practice for cell culture procedures (Guidelines for the use of cell lines in biomedical research, 2014).

6 GRANT ADMINISTRATION

6.1 Grant Award

6.1.1 CRUK does not pay directly allocated costs unless specifically and clearly identified in the Grant Award Letter. CRUK does not pay any indirect costs.

6.1.2 All amounts specified in the GAL are inclusive of Value Added Tax (VAT).

6.1.3 Once an application for financial support has been approved, a grant will only be awarded when CRUK is satisfied that all the necessary conditions have been met.

6.1.4 Once CRUK has established the level of award for the first year, a fixed indexation rate will be applied to all subsequent years of the award for salaries and running expenses.

6.1.5 The Host Institution will be responsible for any expenditure on the Grant in excess of the funding stipulated in the Grant Award Letter.

6.1.6 The Host Institution and proposed Grantholder must formally accept the Award as detailed in the Grant Award Letter and agree to the Grant Conditions.

6.1.7 The Grant must be activated by the Grantholder within three (3) months from the start date indicated on the Grant Award Letter. Any delay to the start date must be approved by CRUK.

6.1.8 The Grant termination date is defined by the duration of the award from the activation date.

6.1.9 CRUK shall be permitted to disclose information regarding the award to relevant regulatory authorities, Higher Education Funding Councils and other agencies administering governmental funding.

6.2 Grant Management

6.2.1 Payments for recurrent costs will normally be made quarterly in arrears.

6.2.2 For joint awards where the research will be split between two or more institutions, the designated Host Institution shall receive all payments made by CRUK. The designated Host Institution must transfer appropriate funds to other participating institutions without undue delay.

6.2.3 CRUK will only pay travel costs for patients and volunteers as specified in the GAL. CRUK will not pay for participation costs for patients and volunteers, including prizes or gift vouchers for participation.

6.2.4 Trials supported by CRUK are automatically entered into the NIHR CRN portfolio and eligible for NIHR CRN support. The Grantholder is responsible for ensuring that up-to-date trial information including recruitment data are submitted monthly through the designated Accrual Data Contact (ADC).

6.2.5 Details of all trials and studies supported by Cancer Research UK are highlighted to the Patient Information web team who will contact the trial team directly to ask for the protocol and patient information sheet. With the support of the trial team, the Patient Information web team will then draft a lay summary for inclusion in its online plain English clinical trials database. As and when results are available, the Patient Information web team will work with the trial team again to add a plain English summary of the findings. The URL for the trials database (cruk.org/trials) should be included in patient information sheets to ensure that trial participants know where to look for results in the future.

6.2.6 The NHS number (or equivalent in the devolved UK health departments) must be recorded for all patients entering clinical trials supported by CRUK. The collection of NHS number is strongly encouraged in trials of healthy volunteers.

6.3 Grant Management - Salary Allocation

6.3.1 Salary allocation may be used to fund salary, the employer"s national insurance contribution, and an employer"s pension contribution which will not be higher than the rate used by the USS or NHS scheme. It must not be used to offset any prior under funding of the pension scheme.

6.3.2 Salary allocation may not be used for any bonus or merit awards.

6.3.3 All advertisements for staff that will be funded by a grant must indicate that the research is funded by CRUK. The Host Institution is responsible for advertising posts and must meet recruitment-associated costs.

6.3.4 In the event of maternity, paternity, adoption or sick leave being taken, salary allocation may only be used as cover for the vacant position, rather than for benefit payments for the staff member taking an extended period of leave. It is the responsibility of the Host Institution to cover these costs regardless of the fact that the staff member"s salary is paid from a grant funded by CRUK.

6.3.5 For CRUK Fellowship Awards, however, we will consider, with no obligation, requests for supplements or costed extensions to cover direct research costs such as research staff and expenses, that may be incurred due to the grant holder taking maternity, paternity, adoption or sick leave. Requests for such supplements will be considered on a case-by-case basis.

6.3.6 The Host Institution may use the salary allocation to pay holiday in lieu.

6.3.7 The Grantholder must notify CRUK when the situation for long term leave arises. Any unspent salary allocation for the post after long term leave has been paid may be used to employ temporary cover.

6.4 Grant Management - Virement

6.4.1 CRUK will allow the allocations for salary and running expenses to be openly vired to other salary and running expenses allocations. The following conditions apply:

i. The allocation must only be utilised on costs that meet the conditions of award. The only exception to this is that unspent allocation may be used to pay for costs of attendance and standard class travel for Research Personnel to conferences related to the research.

ii. Virements are not allowed:
- to or from the amount allocated for Fellowship[2] salaries (where any differences will be met either at reconciliation or by a supplement).
- to or from the amount allocated for a Principal Investigator"s Salary
- from the salary of any post unfilled for six (6) or more months
- to or from the amount allocated for Equipment

6.4.2 All virements must be declared at each financial reconciliation. For Grants where salary and running expenses are not specifically allocated, details on how the funds were allocated will be required at each financial reconciliation.

6.5 Grant Management – Financial Reconciliations

6.5.1 Host Institutions must submit an interim reconciliation at three (3) year intervals from the start of the grant and a final reconciliation at the end of the Grant. CRUK reserves the right to process reconciliations as it reasonably sees fit if the Host Institution does not respond to reconciliation queries within a calendar month.

6.5.2 CRUK reserves the right to recover any unspent funds at the end of each reconciliation period.

6.5.3 Where any amounts paid by CRUK exceed the amounts justified or the Grant has not been used in accordance with the terms and conditions of award, CRUK will recover the sum in question on whatever terms it may specify. CRUK may recover sums

[2] For Senior Cancer Research, Career Development and Senior Clinical Research Fellowships, exceptions to allow virement from the Fellow"s salary to employ temporary cover shall be considered in the case of long-term leave such as maternity/paternity/adoption and sick leave.

owed to it by offsetting them against any other sums (including grant payments) owed to the Host Institution.

6.5.4 At the end of each instalment period, the Grantholder is required to submit a scientific report. Continued support for the award will only occur if the funding committee deems satisfactory progress has been made, to an appropriate standard of research, and in compliance with the terms and conditions of award.

6.5.5 A final report will be required for some specific grants and this will be stated on the Grant Award Letter. If required the final report must be submitted within three (3) months of the end of the Grant end date.

6.5.6 Where a final report is required, as stated on the Grant Award Letter, the final quarter of a grant will not be paid until all instalments of the grant have been reconciled and the final report has been received. With all other grants the final quarter will not be paid until all instalments have been reconciled.

6.5.7 At the request of CRUK, the Host Institution and/or its external auditors shall provide written confirmation that the Grant has been used for the purpose for which it was awarded and that the costs incurred meet the conditions of the Grant. On request, the Host Institution shall also make the necessary arrangements to enable CRUK and its agents to visit the Host Institution to discuss the administration and accounting of its awards and, if necessary, to conduct its own audit of any CRUK grant account at the Host Institution or the activities funded. For this purpose, CRUK and its agents and advisors may inspect and take copies of all relevant books of accounts and records. Where elements of expenditure under the Grant have been subcontracted, the Host Institution should ensure that the right of access extends to the accounts, records, equipment and facilities of any such subcontractor relevant to the management of the Grant.

6.6 Grant Management – Equipment

6.6.1 Funds for equipment are awarded on the condition that only those items specified on the Grant Award Letter may be purchased.

6.6.2 The Host Institution must ensure that it has in place clearly defined procedures for the procurement of equipment and that equipment funded by the Grant is acquired by the Host Institution in accordance with these procedures. CRUK will not accept any liability to pay VAT due to any failure of the Host Institution to claim relief on qualifying equipment.

6.6.3 Equipment purchased through a CRUK grant is awarded to the Host Institution specifically for the purpose of the Grantholder"s research. The equipment must be used primarily for the approved research project during the lifetime of the Grant.

6.6.4 CRUK will not pay any access charges for use of equipment funded by a CRUK grant.

6.6.5 The Host Institution must ensure that the equipment funded by the Grant is appropriately insured and maintained throughout its useful life. CRUK will meet any agreed maintenance costs for awarded equipment for the period of the Grant.

6.6.6 If any equipment funded under the Grant is lost, damaged or destroyed during the life of the Grant, the Host Institution will be required to repair or replace it at its cost.

6.6.7 An equipment award must be claimed within the relevant year specified in the Grant Award Letter. The equipment must be of the same type from that awarded and copies of relevant invoices must be provided to process the claim.

6.7 Grant Management – Transfer

6.7.1 If a Grantholder would like to transfer the Grant to another Institution, and the Institution agrees, or the current Grantholder/Host Institution would like to transfer the award to a new Grantholder, any such transfer will be subject to prior written approval from CRUK. Transfers are only permitted to Institutions within the UK which are eligible to receive funding from CRUK and are able to demonstrate to CRUK"s satisfaction the ability to support the Research during the tenure of the grant. The new Host Institution/Grantholder must agree to abide by the Grant Conditions.

6.7.2 If the Grantholder transfers to another institution during the Grant Period, CRUK reserves the right to require that the equipment funded by the Grant is transferred with him/her.

6.8 Grant Management – Researchfish

6.8.1 The Grantee is required to submit grant evaluation data to Researchfish annually, within the specified submission period.

6.8.2 Should the Grantee fail to submit the required grant evaluation data to Researchfish, annually and within the specified submission period the host institution is required to work collaboratively with CRUK to ensure the compliance of its grant holders.

6.8.3 CRUK expects full compliance; should the submission rate fall below our current requirements as stated in our Researchfish policy, the host institution will be contacted to discuss sanctions which includes withholding grant payments. For further details please see our Researchfish policy.

7 INTELLECTUAL PROPERTY

7.1 Funded Intellectual Property

7.1.1 Funded Intellectual Property shall, in the first instance, vest in the Host Institution. The Host Institution shall ensure that the contracts of employment or other terms of engagement of its Research Personnel provide for automatic and immediate vesting in the Host Institution of Funded Intellectual Property.

7.1.2 The Host Institution and its Research Personnel shall co-operate fully with CRUK and CRT in all matters relating to Funded Intellectual Property.

7.1.3 Following receipt of a request by CRT or CRUK, the Host Institution will negotiate and enter into a TTA with CRT in relation to Funded Intellectual Property.

7.1.4 In the event that there is a TTA in place between CRT and the Host Institution, the terms of such TTA shall supersede this Section 7 from the date such agreement becomes effective.

7.1.5 In the event that there is no TTA in place the Host Institution agrees to the following additional grant conditions (7.1.6 to 7.1.15):

7.1.6 The Host Institution grants CRUK the non-exclusive right itself, or by granting to recipients of CRUK funding the right, to use Funded Intellectual Property for the purposes of non-commercial research whether alone or in collaboration with third

parties and whether sponsored or funded, in whole or in part, by any third party including any commercial entity.

7.1.7 The Host Institution shall allow CRT to visit its premises and to liaise freely and at will with its Research Personnel for the purpose of identifying Funded Intellectual Property. In addition, promptly following the identification by the Host Institution (or its agent) of any Funded Intellectual Property which appears to the Host Institution to have potential to be translated to deliver patient benefit or which can otherwise be exploited commercially, the Host Institution shall notify CRT in writing giving full details of such Funded Intellectual Property.

7.1.8 CRT must be notified in good time (and in any event at least thirty (30) days) before either presentation or publication of any Results, whether patentable or not, which appear to be suitable for commercial exploitation or that are otherwise worthy of protection. At CRT"s request, the dissemination of Results will be delayed to enable the protection of Funded Intellectual Property.

7.1.9 The Host Institution shall plan and prepare the necessary steps to be taken to protect Funded Intellectual Property as is reasonable to do so with regard to commercial considerations, however it shall not make (or permit others to make) any application for registered protection (including a patent) in connection with Funded Intellectual Property without the prior written consent of CRT.

7.1.10 If the Host Institution decides to withdraw or abandon patent or similar protection in respect of Funded Intellectual Property, CRT shall be entitled to take an assignment of the property concerned and the Host Institution shall give CRT no less than sixty (60) days notice to allow it to do so effectively.

7.1.11 The Host Institution may not exploit, or grant any third parties the right to exploit, Funded Intellectual Property without the prior written consent of CRT. Where CRT consents to such exploitation, it may impose such conditions in respect thereof as it sees fit.

7.1.12 CRUK retains the right to call for an assignment to CRT of all Funded Intellectual Property. Such right is likely only to be exercised in exceptional circumstances. After such an assignment has been completed CRT and the Host Institution shall negotiate in good faith to agree the terms of a revenue share agreement in respect of net income received by CRT arising from the commercial exploitation of such Funded Intellectual Property.

7.1.13 If, notwithstanding the prohibition in Section 7.1.11, Funded Intellectual Property is exploited commercially without CRT"s prior written consent, the Host Institution shall:

i. pay or transfer (as appropriate) to CRT sixty percent (60%) of all gross income and any other sums (whether in cash or otherwise) received by the Host Institution (or by any third party authorised by the Host Institution) from the exploitation of the Funded Intellectual Property, without any deduction of any costs, taxes or any other sums. However, if: (i) a third party contributes towards the directly incurred costs of the research which led to the creation of the Funded Intellectual Property; or (ii) CRUK provides additional funding (over and above the directly incurred costs), then the foregoing revenue share shall be adjusted as CRT deems appropriate;
ii. account to CRT for its revenue share on a quarterly basis, in pounds sterling;
iii. be solely responsible for rewarding the inventors of Funded Intellectual Property out of its share of gross income;
iv. provide CRT with a quarterly statement summarising all income received and costs incurred; an

v. ensure that proper books and records are kept (recording all exploitation activities and all income received/costs incurred) and allow CRT access to such books and records as CRT may reasonably request from time to time.

7.1.14 CRUK encourages the transfer of samples of Funded Materials to academic and other not-for-profit third parties solely for the purposes of non-commercial research, under the terms of a material transfer agreement substantially in a form approved by CRT. The Host Institution may not transfer Funded Materials to any commercial entity without CRT"s prior written consent.

7.1.15 The Host Institution shall retain copies of all agreements (including collaboration agreements, material transfer agreements and confidential disclosure agreements) proposed and/or completed relating to Funded Intellectual Property. The Host Institution shall provide CRT with copies of such agreements as CRT may request from time to time.

7.1.16 For further details contact: enquiries@cancertechnology.com

7.2 CDD Projects

7.2.1 For CDD Projects, the Host Institution agrees to enter into a CDD Agreement. Until such time as a CDD Agreement comes into effect, any Results generated by the Host Institution in connection with the CDD Project shall be deemed Funded Intellectual Property and subject to the provisions of Section 7.1. The CDD Agreement will supersede Section 7.1 from the date such agreement becomes effective.

7.2.2 All Results arising from a CDD Project are strictly confidential and should not be disclosed to a third party without the prior consent of the CDD.

7.3 Non-CDD Clinical Trials

7.3.1 CRUK expects that the host institution shall own all Non-CDD Clinical Trial Results.

7.3.2 Where a Non-CDD Clinical Trial is supported in any way by a commercial entity, the Host Institution shall be responsible for negotiating any agreements with such commercial entity, provided that where the Host Institution intends to grant such entity any rights in respect of Non-CDD Clinical Trial Results:

i. the Host Institution notifies CRUK of such commercial interest as soon as practicable; and
ii. the Host Institution leads the negotiations with the commercial entity, but regularly consults with CRUK (or, at CRUK"s request, with CRT) and incorporates all amendments relating to such grant of rights that it (or CRT) may suggest.

Such agreement should normally be put in place after the relevant Non-CDD Clinical Trial has been completed.

7.3.3 The Host Institution will promptly notify CRUK following receipt by the Host Institution of any monetary consideration from a commercial entity in respect of rights granted to Non-CDD Clinical Trial Results. Following such notification, the Host Institution will negotiate and enter into an appropriate revenue sharing agreement with CRUK (or, at CRUK's request, CRT) under which it will share with CRUK (or CRT) a fair proportion of such monetary consideration (which shall at least reimburse CRUK for the corresponding amount of funding it has provided in support of the relevant Non-CDD Clinical Trial, whether in respect of the set-up/management of the trial or any other costs).

8 PUBLICATION, PUBLICITY AND REPORTING

8.1 Publication

8.1.1 The Grantholder must comply with CRUK"s policy on data sharing and preservation by ensuring that they submit a data management and sharing plan as part of their application. Please refer to our website for further details.

8.1.2 CRUK requires Researchers to promulgate the results of the research that it funds in the usual manner, for example by publication and by presenting at meetings. CRUK has the right to require publication to be delayed to meet reasonable requirements for the protection of Intellectual Property Rights, fundraising and other matters, but this will not be applied unnecessarily.

8.1.3 Before publication, the Host Institution must ensure the Research undergoes the Host Institution"s standard procedures for ensuring the validity of the results and the suitability of the research for general publication. CRUK takes no responsibility for the validity of the Results or for any statements made by the authors in the publication.

8.1.4 Under UK charity law, CRUK has an obligation to make available information about the work that it funds and will respond to changes in the way that information of this type is exchanged. It is a condition of funding that CRUK Grantholders deposit an electronic copy of peer-reviewed, published papers arising from their CRUK funded work in the Europe PubMed Central database. Please refer to the CRUK Policy on Europe PubMed Central and Open Access.

8.1.5 Subject to any agreement between the Host Institution and CRUK/ CRT, Grantholders are required to: (i) consult CRT in accordance with Section 7.1.8; and (ii) seek the consent of the Centre for Drug Development before publication or other disclosure of any work relating to a CDD Project. Where a member of the CDD has contributed significantly to a publication, the CDD must be consulted as to whether this should be recognised in the list of authors. If the CRUK Biotherapeutics Development Unit or Formulation Unit has been involved in development work or drug supply, all publications relating to the CDD Project must include a member of the relevant Unit in the list of authors.

8.1.6 Grantholders must provide Cancer Research UK with details of all publications arising from the CRUK Research, whether wholly or partly funded. Details should be provided at the time of submission for publication to ensure that CRUK is kept fully informed of all Results entering the public domain and has sufficient notice to arrange any publicity. Notification should be made via the online *manuscript submission form* available on the CRUK website.

8.1.7 Studies involving human subjects represent a special case, especially if the publication, either in print or electronic format, of the results enables individuals (the subjects or others) to gain knowledge about their personal condition which they otherwise would not have had. In any clinical study where this is possible the matter must be addressed in the protocol and discussed with a Research Ethics Committee.

8.1.8 Investigators must consider whether a mechanism is needed for human subjects to be made aware of the results and the implications for them personally before publication (communication with their GP or the consultant entering them into the trial, with a clear indication of their responsibility for communicating to the patient, would be deemed to be sufficient). If such a mechanism is put in place, there must also be procedures for dealing with any consequences arising from its use

8.1.9 Researchers are reminded that electronically published descriptions of work which involves the use of animals will more easily be seen by those who may seek to misuse the information. Whilst CRUK will always support appropriate animal experimentation, Researchers are requested to be cautious in what they write and especially to avoid the publication of photographs. If in doubt, Researchers should refer to the guidelines published by their Host Institution.

8.2 Acknowledgement of Support

8.2.1 In any oral or written report or poster presentation of Results or otherwise relating to the Research, the author must acknowledge the support of CRUK and, where possible, display the „funded by CRUK" logo. All references to CRUK funded work placed on websites, electronic bulletin boards and similar must state clearly that the work is funded by CRUK and, where practical, should include a link to CRUK"s website, www.cancerresearchuk.org.

8.2.2 It is essential that investigators acknowledge that their research has been supported wholly or in part by CRUK using the format, "This work was supported by CRUK [grant number C ref./A ref.]". All studies approved by the Clinical Trials Advisory and Awards Committee must also quote the CRUK trial number (CRUK ref).

8.2.3 Prominent branding will be displayed in CRUK funded Centres, ECMCs, Institutes etc, acknowledging CRUK support where a major support for the programme of work is funded by CRUK. This condition also applies to programmatic funding and CRUK Fellowships.

8.2.4 There will be full and appropriate recognition of CRUK funded strategic initiatives, including in all documents, posters, publications, presentations etc. This will include: Imaging Centre, ICGC, Stratified Medicine, ECMC, Centre etc.

8.2.5 All Research Personnel whose salary is funded by CRUK should be branded appropriately. Prior permission should be obtained from CRUK if circumstances are such that this condition is not appropriate.

8.2.6 All Research Personnel funded via CRUK grants, regardless of their place of work, will actively support CRUK's fundraising initiatives, local community work and national campaigns when asked to do so and should be branded appropriately. NB, requests will be reasonable and appropriate.

8.3 Publicity

8.3.1 In order to safeguard future voluntary income and maintain our reputation for world class science, it is essential that CRUK is widely known and respected among the scientific community, the media and among fundraisers and the general public. All opportunities to promote CRUK must therefore be fully exploited and Grantholder and the Host Institution are obliged to co-operate with CRUK over any publicity or fundraising activity arising from CRUK funded research. Where CRUK is the main funder of the research, CRUK reserves the right to lead on publicity. Grantholders and the Host Institution are required to contact the press office prior to any publicity releases about CRUK funded research.

8.3.2 When speaking publicly about their research and particularly when speaking to representatives of the media, Researchers should ensure that they are recognised as a CRUK funded scientist. However, Researchers should not speak to the media as a "Cancer Research UK funded scientist" without prior consultation with the press office.

8.3.3 There is a subtle but important difference between speaking as a „Cancer Research CRUK funded scientist" and acting as a spokesperson for the charity, which Researchers are not authorised to do. Representatives of the media may not always be aware of this difference and Researchers who speak to the media must ensure that their personal views are not misrepresented as being attributable to CRUK.

8.3.4 CRUK reserves the right to use data or other material from research that it funds as part of its fundraising or publicity activities.

8.3.5 Grantholders are required to submit publishable information about their proposed research and limited publishable contact information at the time of application. If the application is funded, these details will be published on CRUK"s website. A publishable abstract must be submitted for all successful awards and failure to submit will delay the activation of the award.

8.3.6 All disclosures of information regarding clinical trials funded by CRUK to the media must be channelled through the Press Office, and, for Phase I/II trials, only after discussion with the Director of the Centre for Drug Development.

9 FUNDRAISING & VOLUNTEERING

9.1.1 World class research relies on world class fundraising and much of our fundraising is strengthened by the presence and collaboration of our scientists. CRUK expects Grantholders and Research Personnel to contribute as much as possible. Contribution could be by hosting lab tours, speaking at fundraising events, volunteering at national events like Race for Life or actively participating in events. For more details as to how you can volunteer and participate in events see:
http://supportus.cancerresearchuk.org/volunteering
http://supportus.cancerresearchuk.org/Events/13

9.1.2 Fundraisers may use your work as examples for our supporters - to demonstrate the impact of funds raised. That may mean we will use our researchers" images and ask for help with quotes, copy etc. Further to this, we may use specific projects from our research portfolio to generate donations and then ring fence those gifts to those projects. Donations generated using this method are not extra funds on top of the agreed budget allocated to the Grantholder or Research Personnel concerned.

9.1.3 The public activity described in 9.1.2 can sometimes generate publicity. Where possible CRUK will contact you to make you aware of this beforehand, however, this is something that cannot always be foreseen.

10 HUMAN BIOLOGICAL SAMPLES

10.1.1 CRUK recognises and supports the need for high quality human tissue collections for cancer research. CRUK requires all CRUK funded research and tissue sample collections to be carried out in compliance with the requirements of the Human Tissue Act (2004), which extends only to England, Wales and Northern Ireland and the Human Tissue Act Scotland (2006).

10.1.2 Grantholders must declare if any of CRUK"s monies, resources or manpower are used in toto or in part to collect, process, retain or distribute human tissue samples. Grantholders must confirm in a signed statement that the processes that they follow comply with the Human Tissue Act (2004) or the Human Tissue Act Scotland (2006) respectively, and applicable research governance arrangements.

10.1.3 To ensure that tissues or sample collections are built and maintained in a cost-effective manner and used efficiently and effectively, Grantholders who hold tissue or sample collections are required to record information detailing the purpose and scope of the sample collection or tissue holdings together with any additional information CRUK deems necessary on the NCRI Cancer Biosample Directory and the NCRI Cancer Clinical Trials Biosample Directory.

10.1.4 In supporting the principle of making best use of human samples for the benefit of all, recipients of CRUK funding or those who draw support from CRUK funded tissue sample collections may be required as a condition of funding to contribute data generated from the use of that human tissue in a form that can be utilised as part of any national bioinformatics grid.

10.1.5 CRUK requires that principles governing access to the samples collected are established. This will enable access to the collection by other potential researchers in the future. CRUK proposes that an Access Committee, with independent representation, is established and that systems to record approaches for access to the collection and your response to them are put in place.

11 STUDENTS

11.1 CRUK Funded Students

11.1.1 Studentships funded by CRUK provide the following:

i. a stipend set by CRUK
ii. running expenses
iii. standard university consolidated fees[3]
iv. college fees for Oxford and Cambridge.

11.1.2 Cancer Research UK funding can be used to support student fees set by the host university, but this should be no higher than the home/EU fees applied to students funded by UK Research Councils. Cancer Research UK funding cannot be used to pay for student fees at the overseas rate. However, there are no restrictions on the nationality of the CRUK funded PhD student.

11.1.3 CRUK will not pay expenses for interviewing candidates.

11.1.4 The Host Institution is expected to provide the student the stipend at the level set by CRUK, for four years. CRUK will not pay more than the stipend specified.

11.1.5 The Grantholder must notify CRUK of the student"s name, email address, project title start date within thirty (30) days of the start date.

11.1.6 CRUK does not encourage registration for PhD or MPhil by research assistants or technicians unless they transfer to a studentship. Running Expenses on awards cannot be used to allow Research Personnel to register for PhD, MD or MPhil awards.

11.1.7 If the student has to take time out of their studies due to illness or maternity leave the guidelines of your Host Institution must be followed. The leave and requests for extensions should then be discussed with CRUK.

[3] No higher than the home/EU fees applied to students funded by other charities or UK Research Councils.

11.1.8 Depending on local arrangements and agreement from the supervisor, students may spend up to 10 per cent of their time undertaking teaching duties. However, if they are paid for this activity students may become liable for tax and this should be carefully checked before undertaking such work.

11.1.9 CRUK requires the thesis title, a copy of the abstract page, and confirmation of the outcome of the viva voce examination. Students and supervisors must also complete a final year report at the end of the studentship.

11.1.10 If a student fails to complete their PhD, CRUK must be informed of the reason.

11.1.11 CRUK requires details of a student"s first career post after completion of their PhD. If the first post is a one year fill-in position then details of the second post should also be provided. All information should be emailed to: students@cancer.org.uk

11.1.12 Studentships funded through programme grants must be guaranteed support for four years and these four years must fall within the duration of the programme grant. Therefore, for standard-length programme grants (60 months), recruitment to studentship posts must take place during the first year of the award. Furthermore, any PhD student funded through a programme grant must be fully funded through that grant; no part-funded studentships are allowed. CRUK must be informed when students are appointed (see condition 11.1.5). When the programme grant is located in a CRUK Centre, the student should have access to the same training and benefits as students funded through Centre awards.

12 LIMITATION OF LIABILITY

12.1.1 CRUK accepts no responsibility for costs or liabilities incurred in connection with the research or other work funded by a CRUK award other than those costs specifically set out in the GAL and in these Grant Conditions.

12.1.2 CRUK takes no responsibility for expenditure incurred before the award is activated or after the Grant has been closed.

12.1.3 CRUK cannot be responsible for liabilities arising out of the acts or omissions of the Host Institution, the Grantholder, or others involved in the Research or other work funded by a CRUK award and the Host Institution hereby indemnifies CRUK against any costs, claims or liabilities suffered or incurred by CRUK as a result of any action, claim or complaint brought by a third party against CRUK arising out of or in connection with the research or other work.

12.1.4 CRUK shall not be held responsible for any loss or liabilities if it transpires that an award is ineligible for government support through one of the Higher Education Funding Councils or other schemes.

12.1.5 CRUK is not liable for loss or injury caused or deemed to be caused by the use or misuse of any equipment funded under the Grant.

12.1.6 CRUK requires the Host Institution to provide a no-fault compensation scheme for participants in a CRUK funded clinical trial as per the relevant local ethics committee approval. CRUK does not provide indemnity cover for or accept any liability for harm to participants in CRUK funded trials where CRUK is not the Trial sponsor.

13 VARIATION & TERMINATION

13.1.1 All grants awarded by CRUK are subject to the Grant Conditions that apply at the time the grant is awarded and any subsequent amendments. CRUK reserves the right to amend these Grant Conditions, any terms and conditions of the GAL and the Funding Policies from time to time. CRUK will publish any change to the Grant Conditions or the Funding Policies on its website.

13.1.2 In the event of a conflict between the provisions of these Grant Conditions as amended from time to time and of the Grant Award Letter, the provisions of the Grant Award Letter will take precedence.

13.1.3 CRUK reserves the right to withhold or suspend the Grant with immediate effect.

13.1.4 CRUK reserves the right to terminate the Grant with sixty (60) days notice.

14 GOVERNING LAW

14.1.1 These Grant Conditions shall be governed by and construed in accordance with English law. The Host Institution and the Grantholder(s) irrevocably submit to the exclusive jurisdiction of the English Courts to settle all matters in connection with the Grant Conditions.

15 RELATED DOCUMENTS

15.1.1 Clinical Trials Policy on Medicines for Human Use
Policy on clinical trials in response to the implementation of the Medicines for Human use (clinical trials) Regulations 2004.

15.1.2 Conflicts of Interest Policy for Clinical Trials
Policy on conflicts of interests in Cancer Research UK sponsored (CDD) trials.

15.1.3 Salaries of Senior Scientists
Policy relating to the funding of senior scientists' salaries.

15.1.4 Data Sharing and Preservation
Policy on management and sharing of data arising from Cancer Research UK funded research.

15.1.5 Tobacco Funding Policy
Cancer Research UK Code of Practice on tobacco industry funding to universities.

15.1.6 Open Access and Europe PubMed Central
Policy on Open Access Publication and submission of publications to EuropePubMed Central.

16 SUPERSEDED DOCUMENTS

16.1.1 Grant Conditions May 2014
16.1.2 Grant Conditions October 2014

Version	Summary of Changes	Effective Date	Author	Approver
15	Changes in order to allow payments for participants in studies (Section 6.2.5)	01 April 2015	Esau Moreno	SEB
14	Changing Drug Development Office (DDO) for Centre for Drug Development (CDD) Updated Cell Lines guidelines	01 Oct 2014	Esau Moreno	SEB
13	6.4.1	01 Oct 2014	Esau Moreno	SEB
12	6.3.4, 6.3.5, 4.1.2, 6.2.5	01 May 2014	Sarah Pugh	SEB
11		01 May 2013	Billy Kirby	SEB
10		22 Nov 2011	Billy Kirby	SEB
09		30 Jun 2011	Tara Gipp Policy and Procedures Officer	SEB

Maintenance: Next scheduled review April 2016
Online availability (external webpage or intranet)
Shared drive availability