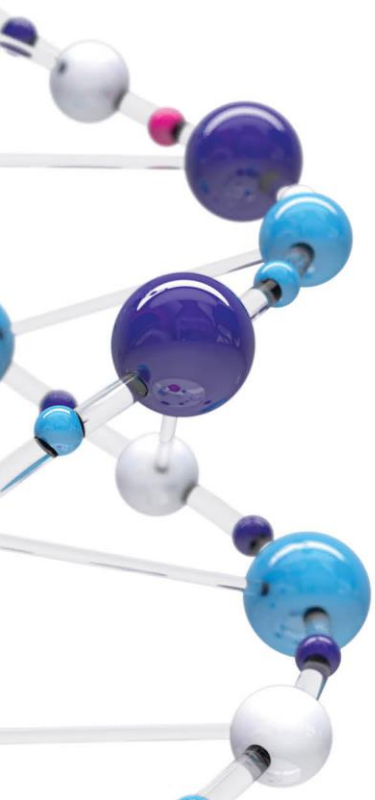
GRANT CONDITIONS

OCTOBER 2018



CANCER RESEARCH UK

CANCER RESEARCH UK – GRANT CONDITIONS

1. TERMS AND CONDITIONS OF APPLICATION

1.1. **Application submitted and accepted on Terms and Conditions of Application:** The Host Institution and Lead Applicant(s) submit, and CRUK accepts, the Application on the terms set out in this section 1. These terms apply to all Applications for funding submitted to CRUK, whether or not they are ultimately successful.

1.2. **Data protection:** The Grantholder and Host Institution agree and shall procure that all Research Personnel are made aware that all information (including any personal information) shared with CRUK in connection with the Application (and, if the Application is successful in whole or in part, with the Grant and Grant Activities):

1.2.1. may be used by CRUK and its affiliates, experts and advisers for the purposes of administering and evaluating the Application, funding it if it is successful and monitoring and managing the performance of the Grant in accordance with the Terms and Conditions of Application and Grant including carrying out audits and evaluations. CRUK may also use the information for the purposes of knowledge-sharing, training and general business process reviews;

1.2.2. may be disclosed to and processed by CRUK group companies, Host Institutions and other Institutions, external peer reviewers, experts and other appointees, government and relevant regulatory authorities, higher education funding councils and other research organisations or funding bodies for purposes connected with the Application and/or the award, administration and funding of the Grant, and with CRUK donors or potential donors in the course of inviting or administering donations to support your Application (in the event that it is successful), or applications of a similar nature, some of whom may be based outside the European Economic Area; provided always that

1.2.3. each party shall hold and process all personal information received by it from another party or from any Institution in connection with the Grant or Grant Activities in accordance with the Data Protection Legislation. CRUK will hold all personal information received by it in accordance with its Privacy Policy, available at http://www.cancerresearchuk.org/privacy-statement.

1.3. **CRUK's right to disclose information**: CRUK may publish the name, work address and contact details, including the email address of the Lead Applicant(s) or Grantholder(s) and others funded by CRUK and the title and an abstract of the Grant on its website, annual report and promotional material and publications from time to time.

1.4. **CRUK's right to contact**: CRUK and any other funder contributing to the Grant may contact all Grantholders, Research Personnel, Host Institutions and other Institutions from time to time via post, telephone or email in connection with the administration of the Grant and the Grant Activities or to assist CRUK in its mission in their capacity as CRUK-funded researchers (for example, peer review or research engagement requests as described in section 13).

1.5. **Terms and Conditions of Grant will apply to successful Applications**: If the Application is successful, in whole or in part, any Grant made will be on the Terms and Conditions of Grant set out in this document, including this section 1, as amended from time to time by CRUK, or on such other terms as CRUK has or will notify to the Lead Applicant(s)/Grantholder and Host Institution.

1.6. **No research misconduct or workplace misconduct on part of persons named on Application:** The Host Institution and Lead Applicant(s) confirm that, to the best of their knowledge and except as has been notified to CRUK in writing:

1.6.1. **No research misconduct investigations or findings:** there are no research misconduct allegations currently under investigation involving the Lead Applicant(s) or any other person named on the Application, nor has any allegation of research misconduct been upheld in the previous five years;

1.6.2. **No bullying or harassment findings:** there have been no upheld findings of bullying, or harassment against the Lead Applicant(s) nor any other employee of the Host Institution who is named on the Application. See further CRUK's Policy on Dignity at Work in Research.

CRUK reserves the right to reject the application or ask that the relevant individual(s) be removed from it.

2. TERMS AND CONDITIONS OF GRANT

2.1. **Terms and Conditions of Grant**: Where an application is successful, in whole or in part, CRUK awards the Grant to the Host Institution and Grantholder on the terms set out in the following documents:

2.1.1. the GAL;

2.1.2. these Grant Conditions (that is, the provisions set out in sections 1 to 17 of this document);

2.1.3. the Funding Policies (that is, the funding policy statements published on CRUK's website, as updated from time to time);

2.1.4. any Special Conditions referred to in the GAL;

2.1.5. where there is no TTA between the Host Institution and CRUK or CRT, the provisions set out in Schedule A to this document; and

2.1.6. where the Grant is identified in the GAL as a 'targeted research project', the provisions set out in Schedule B to this document,

(together, the **Terms and Conditions of Grant**).

The Terms and Conditions of Grant may be amended at any time by CRUK and apply to the Grant as amended. To the extent of any inconsistency between the Grant Conditions and the GAL, the GAL prevails.

2.2. **Definitions**: Definitions used in these Grant Conditions, Schedule A and Schedule B are set out in section 17.

2.3. **Acceptance and activation of Grant:** To receive the Grant, the Host Institution and Grantholder must agree to the Terms and Conditions of Grant and accept the Grant via CRUK's electronic Grants Management System (or in any alternative manner set out in the GAL). The Grantholder must activate the Grant within three (3) months of the Start Date.

2.4. **Adherence to Terms and Conditions of Grant:** The Host Institution and Grantholder must ensure that all Research Personnel on CRUK grants comply with the Terms and Conditions of Grant.

3. USE OF GRANT

3.1. **Use of Grant**: The Grant may only be used for Grant Activities and only for costs incurred during the Grant Period, unless agreed in advance with CRUK.

3.2. **Eligible costs on Institute Core Grants**: Institute Core Grants may be used to cover all reasonable operational and research costs, consistently with budgets approved from time-to-time with CRUK.

3.3. **Eligible costs on all other Grants**: For all Grants that are not Institute Core Grants, the Grant may be used to cover Direct Costs and, where specified in the GAL, Directly Allocated Costs. Host Institutions based in the UK may not use the Grant to cover Indirect Costs. Host Institutions based outside the UK may use a portion of the Grant to cover Indirect Costs only if specified in the GAL.

3.4. **Salaries**: Salary allocation may be used to fund salary and individual employment entitlements for Research Personnel funded by the Grant including, where applicable, annual leave. In the UK, this includes the employer's national insurance contribution and an employer's pension contribution, at a rate no higher than that used by the USS or NHS scheme, and outside the UK, at rates no higher than contributions required by statute or available to other employees of the Host Institution at an equivalent level. Salary allocation must not be used:

3.4.1. to offset any prior underfunding of a pension or superannuation scheme;

3.4.2. to pay any bonus or merit awards;

3.4.3. to cover any recruitment costs, including any student recruitment costs.

3.5. **Studentship costs**: Where the Grant funds a Studentship, the Grant may be used to cover:

3.5.1. a stipend set by CRUK (which must be paid to the student for the duration of the Studentship) and any paid parental or long term sick leave benefits payable in accordance with CRUK's Funding Policies and section 3.6 below;

3.5.2. the student's running expenses;

3.5.3. university fees at a rate no higher than the home/EU fees applied to students funded by UK Research Councils unless otherwise specified in the GAL; and

3.5.4. college fees for the University of Oxford and University of Cambridge;

3.5.5. only those Studentships approved as part of the original Application (ie. running expense and salary allocations may not be used to fund additional Studentships).

3.6. **Parental or other long-term leave**: Where the Grant funds an individual's salary or stipend, and that individual takes parental leave or long-term sick leave, the Grantholder must notify CRUK. The individual's leave and paid leave entitlements are to be funded as follows:

3.6.1. In recognition of UK-based clinical academic researchers having to change employers in the course of their training, occupational benefits for all UK-based CRUK-funded Clinical Fellows and Clinical Research Training Fellows (ie. clinical PhD students) must be awarded in accordance with the 'UK clinical academic training in Medicine and Dentistry: Principles and Obligations 2017' (as amended). This means that occupational benefits that have accrued as a result of continuous service of employment must be protected, notwithstanding any changes in employer from an NHS Trust/Board to an academic institution or vice versa. These include as a minimum all family and care-related leave and pay (not limited to gender or sexual orientation) and sick leave and pay (irrespective of disability status or health history). Redundancy benefits are not expected to be covered;

3.6.2. Where the Grant that funds the individual's salary or stipend is an Institute Core Grant, the Grant may be used to fund the individual's paid leave entitlements (under section 3.2);

3.6.3. Where the Grant funds a non-clinical Studentship (or is associated with a non-clinical Studentship Grant) and the student is not entitled to paid parental leave or paid long-term sick leave under the Host Institution's employment policies, the Grant must be used to fund paid leave entitlements for the student in accordance with CRUK's Funding Policies;

3.6.4. Except as set out in sections 3.6.2 and 3.6.3, the Host Institution may not use the salary allocation for that individual (or any other part of the Grant) to fund the individual's paid leave entitlements and may only use it to pay for cover for the vacant position. The Host Institution must ensure that the individual receives paid parental or other long-term leave entitlements in accordance with its policies for all employees (and section 3.6.1 above) and must bear the costs of those paid leave entitlements regardless of the fact that the employee's salary is paid from the Grant.

3.7. **Research carried out in the NHS**: Grantholders carrying out research in the NHS must ensure that all costs are attributed according to the AcoRD (Attributing the costs of heath & social care Research & Development) Guidelines, or equivalent.

3.8. **Patient and volunteer costs**: The Grant may be used to pay patient or volunteer travel and subsistence costs only as approved by CRUK (either in the Application or subsequently). CRUK will not pay for participation costs, including prizes or gift vouchers, for patients and volunteers.

3.9. **Equipment**: Where the Grant includes funds for Equipment, the Host Institution must:

3.9.1. only use those funds to purchase the items specified in the GAL and ensure they are used primarily for the Grant Activities during the Grant Period**;**

3.9.2. have clearly defined procurement procedures and comply with them in procuring the Equipment funded by the Grant. The Grant may not be used to cover any taxes payable due to the Host Institution's failure to claim relief on qualifying Equipment;

3.9.3. repair or replace Equipment at the Host Institution's cost if it is lost, damaged or destroyed during the Grant Period.

3.10. **Ownership of Equipment**: Any Equipment purchased using the Grant shall be owned by the Host Institution. Where the Host Institution is not a registered charity, at the end of the Grant Period, CRUK may require that the Host Institution pay CRUK an amount equal to the market value of the Equipment at the End Date assessed by an independent valuation expert approved by CRUK.

3.11. **Access charges**: CRUK will not pay access charges for use of Equipment funded by any Grant.

3.12. **Transfer between budget allocations (virement):** The Host Institution may freely transfer funds between the salary and running expenses budget allocations set out in the GAL provided that:

3.12.1. transfers are not made without CRUK's agreement:

- from any amount allocated for the Grantholder's or Principal Investigator's salary;
- to or from any amount allocated for Equipment, or
- from the salary of any post unfilled for six (6) months or more unless the post is vacant due to an individual taking parental or long-term sick leave and the funds are being used to pay for cover for that individual (as per section 3.6.4);

3.12.2. transferred funds are only used to cover:

- the Direct Research Costs of the Grant Activities; or
- costs incurred by Research Personnel travelling (via standard class) and attending conferences related to the Grant Activities; and

3.12.3. all transfers between budget allocations are declared at each financial reconciliation.

4. GRANT STAFF

4.1. **Advertisements for grant staff**: All advertisements for staff funded by the Grant must indicate that the research is funded by CRUK. The Host Institution is responsible for advertising posts and recruitment costs.

4.2. **CRUK not an employer**: CRUK does not employ the Grantholder or Research Personnel. The Host Institution must ensure that any necessary consultancy agreements or contracts of employment are issued in relation to the Grant, noting its obligations under section 12.1. CRUK accepts no responsibility for any costs or claims for which the Host Institution, Research Personnel or any Institution may be liable as an employer or otherwise including, without limitation, redundancy, compensation, dismissal or discrimination claims.

4.3. **Grantholders and other Research Personnel on clinical Grants**: The Host Institution must ensure all clinical Research Personnel hold honorary NHS clinical contracts (or equivalent, if based outside the UK) or honorary university contracts at the appropriate level. They must also have necessary professional registration, occupational health clearance and professional indemnity insurance. CRUK accepts no liability for any claim arising out of matters relating to fitness to practice.

4.4. **Non-research responsibilities of fellowship holders**: Unless otherwise agreed with CRUK, Host Institutions should ensure that CRUK fellows are able to dedicate at least 80 per cent of their working hours to the Grant Activities that are the subject of their fellowship Grant. Any other employment responsibilities assigned to a CRUK fellow should be limited to a maximum of 20 per cent of their working hours.

4.5. **Students**: Where the Grant funds a Studentship:

4.5.1. Unless otherwise agreed with CRUK, students on Grants must be fully funded by the Grant and must be recruited at a time that allows them to complete their Studentship during the Grant Period.

4.5.2. If agreed with their supervisor, students may spend up to 10 per cent of their time on teaching duties.

4.5.3. Where the Host Institution is part of a CRUK Centre, the Host Institution must ensure that all students at that Centre have access to the same training and benefits irrespective of whether they are funded through the Centre;

4.5.4. CRUK will consider requests for exceptions for part-time students or students who elect to take parental or other long-term leave during their studentship, in accordance with CRUK's Flexible Research Careers Policies.

4.5.5. The Grantholder and Host Institution must report (or ensure that the student reports) to CRUK, in the manner requested by CRUK from time to time, the following information about the Studentship:

- the student's name, email address, project title and start date within thirty (30) days of the Start Date plus other information relevant to the studentship that CRUK may request;
- subject to applicable laws, equality, diversity and inclusion information regarding the student;
- on completion of the Studentship, the student's thesis title, abstract and outcome of the viva voce examination.
- if a student fails to complete their PhD, the reason;
- information about the student's first post after completion of their PhD and, if the first post is 12 months or less, the student's second post.

This information will be used to enable CRUK to communicate directly with the students, to provide them with access to training and networking events, to facilitate accurate reporting on their research and its outputs, and to enable CRUK to review and improve its training offering.

5. CONDUCT OF THE GRANT ACTIVITIES

5.1. **Grant Period**: The Grantholder must use their best endeavours to ensure the Grant Activities are completed within the Grant Period. Any delay to the Start Date must be approved by CRUK.

5.2. **Training, resources, facilities and risk**: The Host Institution must ensure that:

5.2.1. all Research Personnel receive training appropriate to their duties;

5.2.2. adequate resources, premises and facilities are provided to support the Grant Activities and their achievement within the timeframe described in the GAL. This includes making any reasonable adjustments for Research Personnel who have a disability, as required under the Equality Act 2010;

5.2.3. all equipment used for the Grant Activities (including, but not limited to, Equipment as defined in section 17) is safe, fully maintained and insured throughout its useful life; and

5.2.4. it takes all reasonable steps to provide a safe working environment in which all staff observe appropriate standards of workplace conduct (as described further in section 9.3 and CRUK's *Policy on Dignity at Work in Research*); and

5.2.5. it identifies and safely manages any risks which could affect the physical or mental health of the Grantholder, other Research Personnel and any other person who could be affected by the Grant Activities.

5.3. **Cell line authentication**: Grantholders and Research Personnel using cell cultures must incorporate a best practice cell line authentication protocol into their experimental framework, following the 'Guidelines for use of cell lines in biomedical research' as set out by Geraghty et al (British Journal of Cancer (2014) Sep 9; 111(6):1021-46).

5.4. **Human Biological Samples**: Where the Grant Activities include the removal, use or storage of Human Biological Samples, the Grantholder must:

5.4.1. comply with applicable legislation, standards and codes of practice (see also MRC guidance note, 'Human Tissue and Biological Samples for Use in Medical Research' (2014))**;**

5.4.2. where possible, actively seek to establish sample collections that will be made available to and useful for the wider cancer research community, including by obtaining appropriate patient consents, and collecting data in a form that may be used by other researchers; and

5.4.3. as early as practicable and no later than the end of the Grant Period, publicise the purpose, the nature of the content and other appropriate details of any new collections on the UKCRC Tissue Directory (and any other directories indicated by Cancer Research UK) and establish mechanisms to manage access by other researchers to those collections.

5.5. **Use of animals:** Research Personnel may not carry out any animal research using the Grant unless specifically set out in the Application. In addition to its obligations under section 9.1 to comply with all applicable laws, the Host Institution must ensure that research involving animals gives due consideration to the refinement, reduction and replacement of animals in research and adhere to:

5.5.1. the principles in the NC3Rs 'Responsibility in the Use of Animals in Bioscience Research' available on the NC3Rs website);

5.5.2. the 'Guidelines for the Welfare and Use of Animals in Cancer Research' as set out in Workman et al (2010) (British Journal of Cancer 102, 1555-1577); and

5.5.3. the ARRIVE Guidelines (Animal Research: Reporting of In Vivo Experiments) (also available on the NC3Rs website).

5.6. **New treatments:** The CDD must be notified of any potential new treatment arising from the Grant.

5.7. **Scientific milestone reports**: Where a Grant is made in more than one instalment, the Grantholder must submit a scientific milestone report in a form and at a time determined by CRUK. Subsequent instalments will only be made if CRUK deems that Grant Activities have progressed satisfactorily.

5.8. **Final reports**: Any final report required by the GAL must be submitted no later than three (3) months after the End Date or such other date specified in the GAL.

5.9. **Additional monitoring obligations**: Where the Host Institution is based outside the UK or is not a registered charity, it must provide CRUK with information, at least annually, to enable CRUK to effectively monitor the progress of the Grant Activities consistently with its monitoring and oversight obligations under UK charity law. Such information will include interim and final financial reports with itemised costs and expenses to which the Grant has been applied.

6. PAYMENT OF GRANT

6.1. **Grant is total amount payable**: The Grant is the total aggregate amount payable by CRUK to the Host Institution and is inclusive of all sums (including, among others, all taxes, currency conversions, transfer costs and other charges) that may apply. If any of those sums do apply, they will be borne by the Host Institution. The Host Institution is responsible for any expenditure on Grant Activities in excess of the Grant amount stipulated in the GAL.

6.2. **Indexation**: Once CRUK has established the amount of the Grant to be paid in the first year, a fixed indexation rate, determined by CRUK in its sole discretion, will be applied to all subsequent years of the award for salaries and running expenses.

6.3. **Payments**: Unless the GAL provides otherwise, CRUK will generally pay Grant funds quarterly in arrears in pounds sterling to the account nominated by the Host Institution. CRUK will not pay the final quarter of the Grant until it has processed the final reconciliation submitted under section 7.2 and the Grantholder has submitted any final report required by the GAL.

6.4. **Joint awards**: Where two or more institutions hold a Grant jointly, CRUK may select one institution as the designated Host Institution. The designated Host Institution only shall receive the Grant payments and must transfer appropriate funds to the other institution(s) without undue delay.

7. FINANCIAL MANAGEMENT OF GRANT

7.1. **Financial management**: The Host Institution must ensure proper financial management of the Grant and accountability for the use of public funds, including by obtaining and keeping invoices and maintaining proper books and detailed records of costs and expenses incurred in relation to the Grant, and by applying its usual arrangements for monitoring and preventing fraud, bribery and any other corrupt practices. The Host Institution must account for all income and expenditure related to the Grant through a separate cost centre or, if it does not use cost centres, it must keep the Grant in a separate bank account used exclusively for the Grant funds.

7.2. **Reconciliation of Grant**: The Host Institution must submit a final reconciliation at the end of the Grant and, where the Grant Period exceeds three (3) years, an interim reconciliation at three (3) year intervals from the Start Date. CRUK will process reconciliations as it reasonably sees fit. CRUK may recover any unspent Grant funds or ineligible costs and may offset any amounts owed to CRUK against any other sums (including any grant payments) owed to the Host Institution. The Host Institution must submit any Equipment claims within the relevant year specified in the GAL and provide copies of relevant invoices along with the claim.

7.3. **Additional reconciliation provisions for Host Institutions based outside the UK:** Unless otherwise agreed with CRUK, reconciliations must be submitted in pounds sterling. Where the Host Institution has incurred costs in a currency other than pounds sterling, in submitting its reconciliation, the Host Institution must apply the historical exchange rate quoted on www.xe.com for the date the GAL was issued (or any alternative thirdparty exchange rate calculator or date notified by Cancer Research UK before processing the reconciliation). CRUK is not liable for any losses incurred by the Host Institution through currency fluctuations. Any actual gains made by the Host Institution as a result of currency fluctuations must be used for the purposes of the Grant Activities or paid to CRUK following the financial reconciliation of the Grant.

7.4. **Audits and site visits:** CRUK may seek confirmation from the Host Institution or the Host Institution's external auditors that the Grant has been used in accordance with the Terms and Conditions. CRUK (or its agents) may also conduct its own audit of the Grant at any time and the Host Institution shall co-operate fully in that regard, including by allowing CRUK to inspect all books, records and facilities related to the Grant, by providing copies of all relevant books and records on request, and by procuring that any subcontractors provide that assistance as well.

8. CONSULTANCIES, THIRD PARTY RESTRICTIONS OR ARRANGEMENTS

8.1. **Host Institution's responsibility to manage third party arrangements**: The Host Institution shall not enter into, or permit Research Personnel to enter into, consultancies, third party restrictions or arrangements which may give rise to conflicts of interest or affect the Grant Activities or Funded Intellectual Property without the prior agreement of CRUK.

8.2. **Conflicts of interest**: The Host Institution and Grantholder must avoid any conflicts of interest in relation to the Grant Activities and notify CRUK if any conflict of interest arises.

9. LEGAL COMPLIANCE, RESEARCH PRACTICE AND GOVERNANCE

9.1. **Applicable laws and regulations**: The Host Institution must ensure that the Grant Activities are carried out in accordance with all applicable legal, health and safety, ethical and regulatory requirements (including any clinical trials registration and Clinical Practice Standards), and that all licences and approvals necessary for the Grant Activities are obtained**.**

9.2. **Public benefit**: The Host Institution must ensure that CRUK is not put at risk of breaching UK charity laws or regulations because of any relationship between a third party and the Host Institution, the Grantholder or Research Personnel. The Host Institution must ensure that the Grant, the Grant Activities and the useful Results are applied for public benefit, and that any private benefit is only incidental and is not excessive.

9.3. **Dignity at work**: The Host Institution and Grantholder(s) must:

9.3.1. take reasonable steps to provide a workplace environment where everyone is treated with consideration, fairness, dignity and respect. This should include not just adopting appropriate policies regarding workplace conduct but also taking reasonable steps to ensure those policies are effectively implemented; and

9.3.2. satisfy the requirements of CRUK's Policy on Dignity at Work in Research, including by informing CRUK (via email to dignityinresearch@cancer.org.uk) of any investigations of bullying or harassment.

CRUK reserves the right to refuse, suspend or terminate funding, or ask that an individual be removed from the Grant, where, in its reasonable opinion, the conduct of any person connected to the Grant may bring CRUK's reputation into disrepute.

9.4. **Research integrity:** The Host Institution and Grantholder must conduct the Grant Activities in accordance with the highest standards of research integrity including, where applicable, in accordance with Universities UK's 'Concordat to Support Research Integrity'. The Host Institution must also:

9.4.1. make reasonable efforts to mitigate the risk of scientific misconduct occurring consistently with CRUK's 'Guidelines for Scientific Conduct';

9.4.2. have in place formal written procedures for the handling of allegations of research misconduct and make those procedures available to CRUK on request;

notify CRUK at the earliest opportunity of any allegations of research misconduct connected in any way with the Grant or Grant Activities, as well as the progress and outcome of any ensuing investigation into the misconduct; CRUK also reserves the right for it, or its agents, to investigate any aspect of fraud or research misconduct itself and the Host Institution and Grantholder shall provide assistance and information to CRUK for that purpose.

9.5. **CRUK Funding Policies and research practices**: Host Institutions and Grantholders must comply with all CRUK Funding Policies, including without limitation, CRUK's policies on Data Sharing & Preservation, Animal Research, Open Access, Researchfish, Flexible Careers, Dignity at Work in Research and the CRUK Code of Practice on Tobacco Industry Funding to Universities. Host Institutions must also follow appropriate principles, standards and practices for the proper management of research including, in the UK, the principles set out in:

9.5.1. the 'Concordat to Support the Career Development of Researchers (2008)' (as amended);

9.5.2. the 'Joint Funders' Statement of Statement of Expectations for Postgraduate Training (2016)' (as amended); and

9.5.3. the 'UK clinical academic training in Medicine and Dentistry: Principles and Obligations (2017)' (as amended).

9.6. **Change in status:** The Host Institution and Grantholder must notify CRUK if there is any change their status, or the status of any Research Personnel, that may affect their eligibility to hold the Grant including, without limitation, a change of control or a change in relationship with any person or entity in the tobacco industry.

9.7. **Freedom of information requests:** If the Host Institution receives a freedom of information request in relation to any part of the Grant or Grant Activities, it must notify and consult with CRUK on the response to the request.

10. TRIALS SUPPORTED BY CRUK

10.1. **NIHR CRN Support**: UK-based trials or UK-based arms of trials funded by CRUK (or, subject to NIHR requirements, trials endorsed by CRUK) can be included in the NIHR CRN portfolio through the automatically eligible route to access NIHR CRN support. The Grantholder must ensure that up-to-date trial information, including recruitment data, is submitted monthly through the designated accrual data contact.

10.2. **Registration of trials**: The Grantholder must register any CRUK-funded or endorsed trial on a recognised trials registry such as the ClinicalTrials.gov registry, the ISRCTN registry, the EU Clinical Trials Register (EudraCT), before the first patient is recruited. The Grantholder must notify CRUK of the registration number no later than the time of the subsequent scientific milestone report.

10.3. **CRUK trials database**: Grantholders and Research Personnel conducting trials and/or studies will assist the CRUK Patient Information Team by:

10.3.1. including the URL for CRUK's clinical trials database (cruk.org/trials) on the patient information sheet. (Including the CRUK logo is also strongly encouraged);

10.3.2. providing CRUK with the study protocol and patient information sheet;

10.3.3. assisting CRUK to draft a lay summary of the trial (and findings, as and when Results are available) for inclusion on CRUK's online clinical trials database.

10.4. **Collection of NHS numbers**: The NHS number (or equivalent) must be recorded for all patients entering late phase clinical trials or feasibility studies supported by CRUK. The collection of NHS numbers is strongly encouraged in trials of healthy volunteers and any other CRUK-supported study where long-term follow-up is likely.

10.5. **Reporting of results**: Grantholders are required to make summary results (whether positive or negative) of their CRUK-funded or CRUK-endorsed trial publicly available, without unreasonable delay, and generally within 12 months of the end of trial (unless there is a scientifically justified longer time period). The results

should be posted on the same registry as the trial was listed (see 9.2) and the trials registry identifier should be used in publications to ensure the results are discoverable.

10.6. **Making data sets accessible for further research**: Upon publication of the primary analysis of the trial results, Grantholders are required to make their data sets available to other legitimate access requests for secondary academic research. They must ensure discoverability of the trial data set (for example through a platform such as ClinicalStudyDataRequest.com) and have processes in place to manage data access requests and to achieve secure transfer of data where requests are granted.

11. NON-CDD CLINICAL TRIALS

11.1. **Trials supported by commercial entities**: Where a Non-CDD Clinical Trial is supported in any way by a commercial entity to whom the Host Institution intends to grant rights to the Non-CDD Clinical Trial Results of the trial, the Host Institution must:

11.1.1. notify CRUK as soon of practicable of the commercial relationship and any monetary consideration it receives from the commercial entity;

11.1.2. regularly consult with CRUK (or, at CRUK's request, with CRT) and seek to agree with the commercial entity any arrangements that CRUK (or CRT) suggests;

11.1.3. enter into a fair and appropriate revenue sharing agreement with CRUK (or, at CRUK's request, CRT) in relation to any monetary consideration received by the Host Institution for the rights to the Non-CDD Clinical Trial Results (which shall at least reimburse CRUK for the funding it provided in support of the trial).

12. INTELLECTUAL PROPERTY

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

12.2. **Technology Transfer Agreements**: 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 in a timely fashion. In the event that there is no TTA in place, Schedule A applies. In the event that there is a TTA in place between CRT and the Host Institution, the terms of such TTA shall supersede Schedule A from the date such agreement becomes effective. If the TTA will expire during the term of the Grant, the Host Institution will agree to extend the term of the TTA (on terms materially similar to the expiring TTA).

12.3. **CDD Projects**: Where the Grant Activities involve a CDD Project, the Host Institution will enter into a CDD Agreement. Until the CDD Agreement comes into effect, any Results generated by the Host Institution will be Funded Intellectual Property subject to this section 12 and Schedule A. Results arising from CDD Projects are confidential and should not be disclosed without the prior consent of CRUK.

13. ENGAGEMENT, PUBLICITY AND PUBLICATION AND OTHER RESEARCH OUTPUTS

13.1. **Responsibility to act as peer reviewer when requested by CRUK**: The Grantholder and Research Personnel will respond positively and punctually to requests from CRUK to peer review CRUK grant applications.

13.2. **Participation in fundraising and publicity**: CRUK may use data or other material from research it funds for the purposes of fundraising, publicity, public and community education and engagement, health practitioner education, policy advice and lobbying activities. The Grantholder and CRUK-funded Research Personnel will promote CRUK and its charitable aims by complying with all reasonable requests from CRUK to attend or speak at events, and provide help with images and copy for CRUK publications. The Host Institution will also co-operate in relation to publicity, research engagement and fundraising activity for CRUK. Where CRUK is the largest or most significant contributing funder of the research, it reserves the right to lead on publicity.

13.3. **Press**: The Grantholder and Host Institution must contact the CRUK Press Office before making any public announcements regarding the Grant Activities, Results or other research outputs, especially in the case of clinical trials. When speaking publicly, the Grantholder and Research Personnel should identify themselves as 'CRUK-funded researchers' but be clear that they are not speaking on behalf of CRUK.

13.4. **Branding, Communications and Engagement**: Grantholders and Host Institutions must comply with any guidelines for branding, communications and engagement that CRUK may issue from time to time. Host Institutions should ensure that prominent CRUK branding is displayed in CRUK-funded Centres, ECMCs, CRUK Core Funded Institutes and any other place where a major programme of work is funded by CRUK.

13.5. **Acknowledgment of CRUK support**: Grantholders must acknowledge CRUK's support (and, where possible, include CRUK's logo) in all research outputs, including publications, oral or written reports, posters, presentations and information posted on websites that relate to the Grant Activities or Results or Non-CDD Clinical Trial Results.

13.6. **Publishable abstracts**: At the time of application, grant applicants must provide publishable information about the proposed research and contact information which, if the application is successful, may be published on CRUK's website, the website of any partner funder also contributing to the Grant scheme and other public databases including, without limitation, the International Cancer Research Partnership.

13.7. **Dissemination of findings**: The Grantholder must publish or otherwise disseminate appropriately verified Results to the broader scientific community as soon as possible, although CRUK or the Host Institution may delay dissemination for a reasonable period in order to protect intellectual property (including through compliance with a TTA, or Schedule A, as applicable).

13.8. **Requirements for publications and other outputs**: Grantholders must:

13.8.1. provide the CRUK Press Team with details of all publications arising from the Grant Activities at the time of submission for publication via the online manuscript submission form on CRUK's website (https://survey.cancerresearchuk.org/Survey.aspx?s=ce276d9387c34cc9906c5e322371dc3c);

13.8.2. acknowledge CRUK's support in the format 'This work was supported by Cancer Research UK [C ref./A ref.]') and, for trial results, the CRUK trial number;

13.8.3. within 6 months of any publication in a peer reviewed journal, ensure that a copy of each paper funded wholly or partly by the Grant is deposited in Europe PubMed Central and, where an article processing charge has been paid to the journal for deposit, with a CC-BY licence;

13.8.4. liaise with the CRUK Commercial Partnerships Team and/or the CDD where required by sections 12 and 13.9.

13.9. **CDD Projects**: Subject to any CDD Agreement, Grantholders must not publish or disclose any work relating to a CDD Project without the CDD's prior written consent. Grantholders should also consult the CDD as to who should be included in the list of authors. Media disclosures regarding CDD Projects and trials must be discussed with and approved in advance by the Director of the CDD (as well as the CRUK Press Office as per section 13.3).

14. TRANSFER, VARIATION, SUSPENSION AND TERMINATION

14.1. **Transfer of Grant**: The Grantholder may transfer the Grant to another institution only with the consent of the Host Institution, the new institution and CRUK, and only if the new institution agrees to be bound by the Terms and Conditions of Application and Grant as the new Host Institution. CRUK may require that Equipment funded by the Grant is transferred with the Grantholder.

14.2. **Variation**: CRUK may amend the Terms and Conditions of Application and Grant at any time. It will publish any changes to the Grant Conditions and Funding Policies on its website. Once published, any changes apply to the Grant.

14.3. **Early termination of Grant Activities**: In the event the Grant Activities are terminated early, the Grantholder and Host Institution must promptly notify CRUK. The Host Institution must then submit a reconciliation in accordance with section 7.2.

14.4. **Suspension or termination of Grant:** CRUK may suspend or terminate the Grant at any time and for any reason. So far as reasonably practicable, CRUK shall endeavour to give the Grantholder and Host Institution at least 30 days' prior notice, but shall be entitled to terminate immediately.

14.5. **Survival of terms:** The following sections of these Grant Conditions continue to apply after the End Date: sections 1.2, 1.3, 1.4, 3.1, 3.10, 4.2, 4.5.5, 5.2.3, 5.2.5, 5.4, 5.5, 5.6, 5.8, 5.9, 7, 8, 9, 10.3, 10.5, 10.6, 11.1, 12, 13, 15 and 16.

15. LIABILITY, INDEMNITY AND INSURANCE

15.1. **Liability:** CRUK relies entirely on the Host Institution to ensure that Grant Activities are carried out in accordance with best practice to avoid damage, loss or injury to persons or property. The Host Institution must also ensure Results are appropriately validated before publication. CRUK accepts no responsibility for costs incurred other than those specifically set out in the GAL, nor any liability for any accident, injury or loss sustained by any person in connection with the Grant Activities or publication of Results.

15.2. **Indemnity**: In accepting the Grant, the Host Institution agrees to indemnify CRUK against any costs, claims or liabilities (including legal costs) suffered or incurred by CRUK as a result of any action, claim or complaint brought against CRUK in connection with or arising from any Grant Activities or Research Personnel or the accuracy or application of the Results.

15.3. **Insurance**: The Host Institution must ensure that it (and, so far as is relevant, the Research Personnel and Institutions) hold appropriate insurances for professional indemnity, public liability and employer's liability during the Grant Period and for a period of six (6) years following the Grant Period and during any commercialisation of the Results.

15.4. **No-fault compensation for clinical trials**: The Host Institution of any CRUK-funded or CRUK-endorsed trial must provide a no-fault compensation scheme for participants. CRUK will not provide indemnity cover for or accept any liability for harm to participants where CRUK is not the trial sponsor.

16. GOVERNING LAW

16.1. The Terms and Conditions of Application and Grant are governed by the laws of England and Wales. The Host Institution and Grantholder irrevocably and unconditionally submit to the exclusive jurisdiction of the English courts in respect of disputes arising out of or in connection with the Terms and Conditions of Application and Grant.

17. DEFINITIONS

Application	The formal request for a Grant to be awarded by CRUK including, without limitation, the research proposal and plan, budget request, presentation and interview (if any), the curriculum vitae of the Lead Applicant(s) and proposed Research Personnel, letters of support and any other information provided to CRUK by the Lead Applicant(s), proposed Research Personnel and proposed Host Institution in support of the request for CRUK funding.
ARRIVE Guidelines	Animal Research: Reporting of In Vivo Experiments Guidelines published by the UK National Centre for the Replacement, Refinement & Reduction of Animals in Research.
CDD	CRUK's Centre for Drug Development.
CDD Agreement	Agreement between CRUK and the Host Institution in relation to a CDD Project. The CDD Agreement will set out, among 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.
CDD Projects	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.
Centre	The network of cancer-research activity supported by grants described as CRUK centres grants.
Clinical Practice Standards	Guidance relating to medicines and clinical trials in force in the jurisdiction in which that Team Member is carrying out Activities or is registered, including the ICH Harmonised Tripartite Guideline for Good Clinical Practice (CPMP/ICH/135/95) and the World Medical Association Declaration of Helsinki entitled 'Ethical Principles for Medical Research Involving Human Subjects' (2008 version), in each case, as amended from time to time. For the avoidance of doubt, in the UK this includes the MRC Guidelines for Good Clinical Practice.
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 and wholly owned subsidiary of CRUK. The contact for CRT for all matters relating to these Terms and Conditions is the CRUK Commercial Partnerships team (commercial@cancer.org.uk).
CRUK	Cancer Research UK, a registered charity in England and Wales (1089464), in Scotland (SC041666) and in the Isle of Man (1103) and a company limited by guarantee registered in England & Wales No. 4325234 and the Isle of Man No. 5713F, whose registered address is Angel Building, 407 St John Street, London EC1V 4AD.
CRUK Core Funded Institute	Each of the following: the CRUK Beatson Institute, the CRUK Cambridge Institute, the CRUK Manchester Institute, the CRUK/MRC Oxford Institute for Radiation Oncology and the Francis Crick Institute.
Data Protection Legislation	All applicable laws governing the processing of personal data. In the UK, this includes EU Regulation 679/2016, the Data Protection Act 2018, in each case as amended, updated or superseded from time to time.
Directly Allocated Costs	Costs of resources used by a project that are shared by other activities and based on estimates rather than actual costs (e.g. principal and co-investigator costs, estates costs).
Direct Costs	The costs explicitly identifiable as arising from the conduct of a project. In determining whether a cost is a Direct Cost, the Host Institution must follow any costs guidance issued by CRUK from time to time.
ECMC	CRUK-funded Experimental Cancer Medicine Centre.
End Date	The date that is the number of months from the Start Date that is equivalent to the duration of the award set out in the GAL, or such earlier date that the Grant is terminated.
Equipment	The equipment required to conduct the Grant Activities which costs £5,000 or more.
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.
Funded Materials	Biological and chemical materials comprised in Funded Intellectual Property.
Funding Policies	The funding policy statements published on CRUK's website, as updated from time to time.
GAL	The grant award letter from CRUK containing the details, and offer, of the Grant.
Grant	The funding made pursuant to and described in the GAL.
Grant Activities	The research and investigation funded by the Grant as described in the GAL.
Grant Conditions	The conditions set out in sections 1 to 17 of this document.

Grant Period	The period between the Start Date and End Date.
Grantholder	The Lead Applicant, any Joint Lead Applicant of a successful Application as specified in the GAL and, for Institute Core Awards, CRUK-funded group leaders**.**
Host Institution	The university, research institution, company or other entity at which some or all of the Grant Activities will be carried out, as named in the GAL.
Human Biological Samples	Tissue, blood and other biological samples taken from humans.
Institutions	Any university, research institution or other entity at which some or all of the Grant Activities will be carried out other than the Host Institution.
Indirect Costs	Non-specific costs charged across all projects that are based on estimates (eg. human resources, finance, library and departmental services).
Institute Core Grants	A Grant issued to a CRUK Core Funded Institute that is described in the GAL as a 'core' award.
Lead Applicant	The individual investigator(s) who propose to lead the work set out in the Application.
NIHR CRN Portfolio	A database of the clinical research studies that are supported by the National Institute of Health Research Clinical Research Network in England.
Non-CDD Clinical Trial	A clinical trial that is not a CDD Project or sponsored by CRUK, but which is supported directly or indirectly by a Grant.
Non-CDD Clinical Trial Results	All Results arising from a Non-CDD Clinical Trial, other than Human Biological Samples.
P&I	CRUK's Policy & Information directorate.
Research Personnel	The Grantholder and any person working on the Grant Activities under his/her supervision, including (as applicable), any co-investigator or collaborator, sponsor, supervisor, consultant or sub-contractor.
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 Grant Activities.
Special Conditions	Any conditions referred to in the GAL (or otherwise notified to the Grantholder and Host Institution) that apply to the Grant in addition to sections 1 to 17 of this document, in light of the nature of the funding scheme and Grant Activities.
Start Date	The date indicated in the GAL, or otherwise agreed with CRUK, on which the Grant Activities commence.
Studentship	A Grant or part of a Grant pertaining to the funding of PhD students.
TTA	Technology Transfer Agreement being, 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.
Terms and Conditions of Application	The terms set out in section 1.
Terms and Conditions of Grant	See definition in section 2.1.

SCHEDULE A. CONDITIONS FOR HOST INSTITUTIONS WITH NO TECHNOLOGY TRANSFER AGREEMENT WITH CRUK OR CRT

1. **Non-commercial research**: 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.

2. **Identifying Funded Intellectual Property**: 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.

3. **Prior notification of CRT**: 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.

4. **Protection of Funded Intellectual Property**: The Host Institution shall, in consultation with CRT, take the steps necessary 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.

5. **Assignment to CRT if protection withdrawn or abandoned**: 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.

6. **No exploitation without prior consent**: 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 as it sees fit.

7. **Right to call for assignment to CRT:** CRUK retains the right to call for an assignment to CRT of all Funded Intellectual Property. Such right is likely only to be exercised rarely. 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.

8. **Commercial exploitation without consent**: If, notwithstanding the prohibition in section 6 of this Schedule A, Funded Intellectual Property is exploited commercially without CRT's prior written consent, the Host Institution shall:

    8.1. 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;

    8.2. account to CRT for its revenue share on a quarterly basis, in pounds sterling;

    8.3. be solely responsible for rewarding the inventors of Funded Intellectual Property out of its share of gross income;

    8.4. provide CRT with a quarterly statement summarising all income received and costs incurred; and

8.5. 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.

9. **Transfer of samples**: 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. The Host Institution may not transfer Funded Materials to any commercial entity without CRT's prior written consent.

10. **Retention of agreements**: 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.

11. **CRT contact**: For further details contact the CRUK Commercial Partnerships team: commercial@cancer.org.uk.

12. **Definitions**: The definitions set out in section 17 of the Grant Conditions apply to this Schedule A.

SCHEDULE B. CONDITIONS FOR POLICY & INFORMATION TARGETED RESEARCH PROJECTS

1. **Application**: The conditions in this Schedule B apply where a Grant is identified in the GAL as a 'targeted research project', in addition to the Grant Conditions and other Terms and Conditions.

2. **Intellectual property**: For P&I targeted research projects, sections 12.2 and 12.3 of the Grant Conditions, Schedule A and any TTA shall not apply to the Funded Intellectual Property. Section 12.1 of the Grant Conditions shall apply and in addition the Host Institution hereby grants CRUK the perpetual and irrevocable right to use, and permit others to use, Funded Intellectual Property for:

2.1. public policy and public information purposes on an exclusive basis, unless CRUK agrees otherwise; and

2.2. academic research and teaching without restriction on a non-exclusive basis (with, for clarity, the Host Institution being able itself and in collaboration with third parties to undertake academic research and teaching).

Should the Host Institution receive monetary or non-monetary income directly or indirectly from the commercial exploitation of Funded Intellectual Property, then the Host Institution shall share such income, in a reasonable proportion, with CRUK.

3. **Project manager and key staff**: The Host Institution will ensure that the Grant Activities are managed by a named project manager. The project manager and key staff members who will conduct the Grant Activities must be identified to CRUK before the Start Date, and may not be changed without consent from CRUK.

4. **Publications**: In addition to the obligations set out in section 13 of the Grant Conditions, the Grantholder or Host Institution must send any publication of Results to CRUK for review at least four (4) weeks prior to submission for publication. They must also comply with any publications policy issued by CRUK.

5. **Payments and deliverables**: Section 6.3 of the Grant Conditions applies in all respects except, if specified in the GAL, frequency of payments. Instead, Grant payments will be made by CRUK in accordance with key deliverables and dates as set out in the GAL.

6. **Definitions**: The definitions set out in section 17 of the Grant Conditions apply to this Schedule B.

DOCUMENT VERSION INFORMATION

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