

# Terms and Conditions of Award for Research Grants

## Version 11.0 (September 2021)

### Conditions of your grant

These grant conditions, together with the grant award letter, set out the terms and conditions on which we make a grant to the host institution and Grantholder.

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## 1. How these grant conditions apply

- 1.1. **Terms and Conditions:** These Grant Conditions, together with the Grant Award, set out the Terms and Conditions on which The Charity makes the Grant to the Host Institution and Grantholder. To the extent of any inconsistency between these Grant Conditions and the Grant Award, the Grant Award prevails. Definitions are set out in section 18.
- 1.2. **Acceptance and activation:** To accept the Grant, the Host Institution and Grantholder must accept the Grant in the manner set out in the Grant Award, within 4 weeks of the date of the Grant Award, and shall each be deemed to have agreed to the Terms and Conditions. The Grantholder must activate the Grant by returning a Grant Start Certificate specifying a Grant Start Date, to be on the 1st of the month and within six (6) months of the date of the Grant Award.
- 1.3. **Ethical approvals and personnel details:** If any Grant Activities require ethical approval, all final ethical approvals and licences must have been received and copies provided to The Charity before the Grant Start Date. The Grantholder must notify The Charity if there are delays in gaining ethical approval that may affect the progress of the project. The Grantholder must provide CVs and salary details for all personnel employed on the Grant before the Grant Start Date or prior to invoicing for these roles if they are planned to start later.
- 1.4. **Adherence to Terms and Conditions:** The Host Institution and Grantholder must ensure that all Research Personnel on The Charity grants comply with the Terms and Conditions.

## 2. Use of grant

- 2.1. **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 The Charity.
- 2.2. **Eligible costs:** The Grant may be used to cover the costs set out in the Grant Application Form, as varied by the Grant Award. No costs may be vired without the prior written consent of The Charity.
- 2.3. **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. The Charity will not consider requests for additional funds for salary purposes (including absence of staff due to sickness or injury). Consequently any increments or other salary increases not identified in the Grant Application Form will be the responsibility of the Host Institution. The Charity will not be responsible for rises in employment 'on costs' that may take place during the Grant Period – e.g. National Insurance rates or changes to the Host Institution remuneration policy. Salary allocation must not be used:
  - 2.3.1. to offset any prior underfunding of a pension or superannuation scheme;
  - 2.3.2. to pay any bonus or merit awards;
  - 2.3.3. to cover any recruitment costs, including any student recruitment costs;
  - 2.3.4. to pay the UK Apprenticeship Levy.

Should a Grantholder or research fellow whose salary is provided on the Grant subsequently obtain salary support from another source, the salary provision from the Grant may not be transferred to any other individual or use without prior consultation with The Charity.

- 2.4. Studentship costs:** Where the Grant funds a studentship, the Grant may be used to cover:
- 2.4.1. the stipend set out in the Grant Application Form, as varied by the Grant Award (which must be paid to the student for the duration of the studentship);
  - 2.4.2. the student's running expenses;
  - 2.4.3. 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 Grant Award; and
  - 2.4.4. college fees for the University of Oxford and University of Cambridge;
  - 2.4.5. only those studentships approved as part of the original Grant application (i.e. running expense and salary allocations may not be used to fund additional studentships).
- 2.5. Parental or other long-term leave:** Where the Grant funds an individual's salary, and that individual takes parental leave or other long-term leave, the Grantholder must notify The Charity. The Host Institution may only use the salary allocation for that individual as cover for the vacant position and may not use it to pay the individual's leave entitlements. The Host Institution must bear the costs of the individual's parental or other long-term leave consistent with its own employment policies regardless of the fact that the employee's salary is paid from the Grant.
- 2.6. 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 health & social care Research & Development) Guidelines, or equivalent.
- 2.7. Patient and volunteer costs:** The Grant may be used to pay patient or volunteer travel and subsistence costs only as specified in the Grant Award. The Charity will not pay for participation costs, including prizes or gift vouchers, for patients and volunteers.
- 2.8. Equipment:** Where the Grant includes funds for Equipment, the Host Institution must:
- 2.8.1. only use those funds to purchase the items specified in the Grant Award and ensure they are used primarily for the Grant Activities during the Grant Period;
  - 2.8.2. 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;
  - 2.8.3. repair or replace Equipment at the Host Institution's cost if it is lost, damaged or destroyed during the Grant Period;
  - 2.8.4. at the request of The Charity, make the equipment available for use by other researchers conducting research funded by The Charity, provided this in no way interferes with or delays the Grant Activities.
- 2.9. 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 (or equivalent), at the end of the Grant Period, The Charity may request that the Host Institution pay The Charity an amount equal to the market value of the Equipment at the End Date assessed by an independent valuation expert approved by The Charity.

2.10. **Access charges:** The Charity will not pay access charges for use of Equipment funded by any grant from The Charity.

### 3. Grant staff

3.1. **Advertisements for grant staff:** All advertisements for staff funded by the Grant must indicate that the research is funded by The Charity. The Host Institution is responsible for advertising posts and recruitment costs. New posts funded by the Grant must be advertised or offered by some other method of open recruitment unless The Charity gives written consent otherwise.

3.2. The Host Institution shall send to The Charity the name and curriculum vitae of all Research Personnel and additionally the salary and start date of any Research Personnel whose salary is funded in whole or part by the Grant. If any Research Personnel fails to take up the appointment, leaves, otherwise ceases to be involved, or is due to take maternity, paternity, adoption or other significant leave, the Host Institution shall inform The Charity at the earliest opportunity. If replacement staff are to be appointed whose salary is paid from the Grant in whole or part, permission for this should be sought from The Charity. The Host Institution must bear any cost of recruiting and training replacement staff.

3.3. **The Charity is not an employer:** The Charity does not employ the Grantholder or Research Personnel. The Host Institution must ensure that any necessary contracts of employment are issued in relation to the Grant. The Charity accepts no responsibility for any claims for which the Host Institution, Research Personnel or any Institution may be liable as an employer or otherwise.

3.4. **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. The Charity accepts no liability for any claim arising out of matters relating to fitness to practice.

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

3.6. **Studentships on grants:** Where the Grant funds a studentship, the following provisions apply:

- 3.6.1. unless otherwise agreed with The Charity, 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;
- 3.6.2. the Grantholder must notify The Charity of the student's name, email address, project title and start date before the student begins work on the Grant;
- 3.6.3. on completion of the studentship, the Grantholder must provide The Charity with a copy of the student's thesis title, abstract and outcome of the viva voce

examination. If a student fails to complete their PhD, the Grantholder must inform The Charity of the reason;

- 3.6.4. students and supervisors must complete a final year report at the end of the studentship; and
- 3.6.5. the Grantholder must advise The Charity of 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. (Email [research@thebraintumourcharity.org](mailto:research@thebraintumourcharity.org)).

## 4. Conduct of the grant activities

**4.1. 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 The Charity. If the Grant does not start within 12 months of the date of the Grant Award, The Charity may in their absolute discretion decline to fund the Grant.

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

- 4.2.1. all Research Personnel receive training appropriate to their duties;
- 4.2.2. adequate resources, premises and facilities are provided to support the Grant Activities and their achievement within the timeframe described in the Grant Award;
- 4.2.3. all equipment used for the Grant Activities (including, but not limited to, Equipment as defined in section 16) is fully maintained and insured throughout its useful life, and safe; and
- 4.2.4. it identifies and safely manages any risks which could affect the health of the Grantholder, other Research Personnel and any other person who could be affected by the Grant Activities.

**4.3. 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).

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

- 4.4.1. 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));
- 4.4.2. where possible, actively seek to add to established sample collections that are 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
- 4.4.3. publicise the purpose, the nature of the content and other appropriate details of any new collections on the UKCRC Tissue Directory or an equivalent directory (and any other directories indicated by The Charity) and establish mechanisms to manage access by other researchers to those collections.

**4.5. Data sharing:** Grantholders must maximise the value of data arising from the Grant by making this available in a timely and responsible manner to the research community, with as few restrictions as possible. In most cases data should be shared no later than the acceptance for publication of the main findings from the final dataset or on a timescale in line with the procedures of the relevant research area.

- 4.5.1. To ensure Grantholders and the Host Institution receive full and appropriate recognition, Grantholders should use persistent identifiers such as Digital Object Identifiers (DOIs) and ORCID identifiers.
- 4.5.2. Grantholders are responsible for ensuring the data is properly curated throughout its life-cycle and released with the appropriate high-quality metadata.
- 4.5.3. A limited, defined, period of exclusive use of data for primary research is reasonable according to the nature and value of the data and how they are generated and used, as are delays for the filing of patents or other protection.
- 4.5.4. Grantholders should ensure that release of the data does not compromise on-going research contributing to the completion of datasets. Sharing should always take account of enhancing the long-term value of the data.
- 4.5.5. For medical research involving personal data, the appropriate regulatory permissions – ethical, legal and institutional – must be in place before the data can be shared.

**4.6. Use of animals:** Research Personnel may not carry out any animal research using the Grant unless specifically set out in the Grant application. In addition to its obligations under section 8.1 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:

- 4.6.1. the principles in the NC3Rs '**Responsibility in the Use of Animals in Bioscience Research**' available on the NC3Rs website);
- 4.6.2. 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
- 4.6.3. the '**ARRIVE Guidelines**' (Animal Research: Reporting of In Vivo Experiments) (also available on the NC3Rs website).

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

**4.8. Progress reports:** Grantholders must submit scientific progress reports, including but not limited to annual Researchfish submissions and annual progress reports, in a form and at a time determined by The Charity. Annual progress reports are due on the anniversary of the Grant Start Date. Ongoing payments against the Grant will only be made if The Charity deems that Grant Activities have progressed satisfactorily. At the end of the Grant Period, the final payment will only be made after receipt of a final report which The Charity deems satisfactory. The Grant Holders and Institution must co-operate fully with The Charity in carrying out assessments of the progress and impact of all its funded work both during and after the Grant Period. This may include site visits and the provision of information.

**4.9. Final reports:** Any final report required must be submitted no later than one (1) month after the End Date.

- 4.10. **Additional monitoring obligations:** Where the Host Institution is based outside the UK or is not a registered charity, it must provide The Charity with information, at least annually, to enable The Charity 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.
- 4.11. **Ongoing reporting:** Subsequent to the completion of the Grant, the Grantholder must continue to inform The Charity of publications, Funded Intellectual Property or any other outcomes of the research and provide additional information about such outcomes on request.

## 5. Payment of grant

- 5.1. **Grant is total amount payable:** The Grant is the total aggregate amount payable by The Charity 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 Grant Award.
- 5.2. **Payments:** Unless the Grant Award provides otherwise, The Charity will pay Grant funds quarterly in arrears in pounds sterling to the account nominated by the Host Institution. The Charity will not make the final payment for the Grant until the Grantholder has submitted the final report and final reconciliation required by the Grant Award and this report has been deemed satisfactory by The Charity in its absolute discretion.
- 5.3. **Joint awards:** Where two or more institutions hold a Grant jointly, one will be designated as the 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.

## 6. Financial management of grant

- 6.1. **Financial management:** The Host Institution must ensure proper financial management of the Grant and accountability for the use of Charity funds, including by keeping proper books and records of Grant expenditure (which must be provided to The Charity on request), 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.
- 6.2. **Payment of the Grant:** Payments will be made by The Charity in accordance with the payment schedule in the Award Letter. Payment of the Grant is subject to receipt by The Charity of signed Grant Acceptance form and Grant Start Certificate, all employee details as per section 1.3 and provision of appropriate collaboration agreements that have been signed between all institutions. Where the Grant involves more than one Institution, the Grant will be paid to the Host Institution, which will be responsible for allocation of funds to the remaining research institutions in accordance with the budget in the Grant Award. Where The Charity deem it appropriate, as identified in the application form, two financial awards will be made; one to the (non-UK) Host Institution, covering all non-UK Institutions, and one to a designated UK Institution, covering all UK Institutions. The Host Institution will remain responsible for the

overall conduct of the Grant Activities and any sanctions such as withholding of payment for failure to deliver progress reports will apply to the entire Grant. The Host Institution must put into place appropriate collaboration agreements with all Institutions that include an obligation to abide by these Terms and Conditions, ideally before the Grant Start Date and no later than 3 months after the Grant Start Date.

- 6.3. The Charity may suspend payment of the grant under this payment schedule at any time if:
- 6.3.1. Reasonable progress on the grant has not been maintained;
  - 6.3.2. Reports have not been submitted as required in accordance with section 4.8;
  - 6.3.3. The Host Institution has substantially failed to comply with the Terms and Conditions (including where Collaborators have failed to comply with the Terms and Conditions).
- 6.4. **Reconciliation of grant:** The Host Institution must submit a final reconciliation at the end of the Grant and interim reconciliations must be provided at least annually. The Charity may request further interim reconciliations at its discretion. The Charity will process reconciliations as it reasonably sees fit. The Charity may recover any unspent Grant funds or ineligible costs and may offset any amounts owed to The Charity against any other sums (including any grant payments) owed to the Host Institution.
- 6.5. Reconciliations should quote the Grant reference number and the name of the Grantholder and contain sufficient detail to verify the costs incurred against the Grant Award. Viring of expenditure between budget headings and/or carrying forward of unspent budget to future years are only permitted if The Charity gives prior written approval.
- 6.6. **Final reconciliation:** The final reconciliation must be submitted within 3 months of the Grant End Date and named as such. Following payment of the final amount no further requests for payment will be accepted. The final payment will only be made after a final report has been submitted to and approved by The Charity.
- 6.7. The Charity is not liable for any losses or costs arising from a failure to make any payment in connection with the Grant on any agreed date
- 6.8. **Additional provisions for Host Institutions based outside the UK:** Reconciliations must be submitted in pounds sterling. Where the Host Institution has incurred costs in a currency other than pounds sterling, The Charity 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.
- 6.9. **Audits and site visits:** The Charity 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. The Charity (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 The Charity 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.



## 7. Consultancies, third party restrictions or arrangements

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

## 8. Legal compliance, research practice and governance

- 8.1. **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.
- 8.2. **Public benefit:** The Host Institution must ensure that The Charity 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.
- 8.3. **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**' and the AMRC's '**Guidelines on Good Research Practice**'. The Host Institution must also:
- 8.3.1. have in place published standards of good research practice and formal written procedures for the handling of allegations of research misconduct and make those procedures available to The Charity on request;
  - 8.3.2. notify The Charity 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.

The Charity also reserves the right for it, or its agents, to investigate any aspect of fraud or misconduct itself and the Host Institution and Grantholder shall provide assistance and information to The Charity for that purpose.

- 8.4. **Research practices:** Host Institutions must follow appropriate principles, standards and practices for the proper management of research including, in the UK, the principles set out in the '**Concordat to Support the Career Development of Researchers** (2008)' (as amended).
- 8.5. **Change in status:** The Host Institution and Grantholder must notify The Charity if there is any change in their status, or the status of any Research Personnel, that may affect their eligibility to hold the Grant.
- 8.6. **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 The Charity on the response to the request.

**8.7. The Charity's right to disclose information:** The Charity may disclose information regarding the Grant application, the Grant or the Grant Activities to, relevant regulatory authorities, higher education funding councils and other agencies administering governmental funding. The Charity may also disclose information regarding the Grant application, the Grant or the Grant Activities to other co-funders or potential co-funders, including but not limited to other charities, trusts and foundations, for the purpose of securing and reporting on funding.

## 9. Trials supported by The Charity

**9.1. NIHR CRN Support:** UK-based trials or UK-based arms of trials funded by The Charity (or, subject to NIHR requirements, trials endorsed by The Charity) 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.

**9.2. Registration of trials:** The Grantholder must register any Charity-funded or endorsed trial on a recognised trials registry such as the *ISRCTN registry*, the *EU Clinical Trials Register* (EudraCT) or the *ClinicalTrials.gov register*.

9.3. Grantholders and Research Personnel conducting trials and/or studies will:

- 9.3.1. include the URL for The Charity website, the URL for BRIAN and The Charity logo on the patient information sheet;
- 9.3.2. provide The Charity with the study protocol and patient information sheet;
- 9.3.3. assist The Charity to draft a lay summary of the trial (and findings, as and when Results are available) for use in publicising The Charity's funded research.

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

## 10. Trials supported by commercial entities

10.1. Where a clinical trial is supported in any way by a commercial entity to whom Host Institution intends to grant rights to the Clinical Trial Results of the trial, the Host Institution must:

- 10.1.1. notify The Charity as soon as practicable of the commercial relationship and any monetary consideration it receives from the commercial entity;
- 10.1.2. regularly consult with The Charity and seek to agree with the commercial entity any arrangements that The Charity suggests;
- 10.1.3. enter into a fair and appropriate revenue sharing agreement with The Charity in relation to any monetary consideration received by the Host Institution for the rights to the Clinical Trial Results (which shall at least reimburse The Charity for the funding it provided in support of the trial).

## 11. Intellectual property

- 11.1. **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 The Charity in all matters relating to Funded Intellectual Property.
- 11.2. **Non-commercial research:** The Host Institution grants The Charity the non-exclusive right itself, or by granting to recipients of The Charity funding the right, to use Funded Intellectual Property for the purposes of non-commercial research and publicity of the Grant Activities and The Charity, 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.
- 11.3. **Identifying Funded Intellectual Property:** The Host Institution must implement strategies for the identification, protection and exploitation of all Funded Intellectual Property. The Host Institution shall allow The Charity 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 The Charity in writing giving full details of such Funded Intellectual Property.
- 11.4. **Prior notification of The Charity:** The Charity 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. The Host Institution must ensure that Funded Intellectual Property is protected and not published or otherwise publicly disclosed prior to protection. At The Charity's reasonable request, the dissemination of Results will be delayed to enable the protection of Funded Intellectual Property.
- 11.5. **Protection of Funded Intellectual Property:** The Host Institution shall take the steps necessary to protect Funded Intellectual Property as is reasonable to do so with regard to commercial considerations. The Host Institution will bear all costs incurred in connection with the protection of Funded Intellectual Property by the Host Institution.
- 11.6. **Assignment to The Charity if protection withdrawn or abandoned:** If the Host Institution decides to withdraw or abandon patent or similar protection in respect of Funded Intellectual Property, The Charity shall be entitled to take an assignment of the property concerned and the Host Institution shall give The Charity no less than sixty (60) days' notice to allow it to do so effectively.
- 11.7. **Right to call for assignment to The Charity:** In the event the Host Institution obtains The Charity's consent (or deemed consent) to the proposed commercial exploitation of Funded Intellectual Property pursuant to Section 11.8 below, the Host Institution shall use commercially reasonable efforts, and shall cause its affiliates and sublicensees to use commercially reasonable efforts, to commercialise and make available for the benefit of the public the Funded Intellectual Property, including through the grant of licenses to industry or other commercial entities. In the event the Host Institution, affiliates or sublicensees fail

to use commercially reasonable efforts to commercialise and make available for the benefit of the public the Funded Intellectual Property, The Charity may require the Host Institution to grant The Charity an exclusive license to the Funded Intellectual Property, with right to sublicense. In connection with any such grant of an exclusive license, The Charity and the Host Institution shall negotiate in good faith to agree to the terms of a revenue share agreement in respect of net income received by The Charity arising from the commercial exploitation of such Funded Intellectual Property.

- 11.8. **Commercial exploitation:** The Host Institution should seek The Charity's consent to exploit commercially any Funded Intellectual Property unless agreed otherwise in writing.
- 11.8.1. The Charity will not withhold consent unreasonably and The Charity will only refuse where it considers that the proposed commercial exploitation would run counter to its interests and charitable objectives.
  - 11.8.2. Host Institution shall provide The Charity with a copy of a substantially final draft of any exploitation agreement for review. The Charity will advise the Host Institution in writing within thirty (30) days of its receipt thereof and whether it has any comments about the exploitation agreement and Host Institution shall use its best efforts to consider and incorporate any reasonable comments made by The Charity into the exploitation agreement.
  - 11.8.3. If The Charity does not provide a response to Host Institution's written request within thirty (30) days of receiving such request, Host Institution or its technology transfer company will automatically have the right to proceed with such commercial exploitation.
  - 11.8.4. Host Institution is not required to seek The Charity's consent in assigning Funded Intellectual Property to its technology transfer company.
- 11.9. **Revenue Sharing:** The Host Institution shall accept the standard revenue and equity sharing terms of The Charity and shall:
- 11.9.1. pay or transfer (as appropriate) to The Charity fifty percent (50%) of all net 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, where net income is gross income minus: 1) any Direct Costs and 2) a technology transfer fee not exceeding 5% after deducting Direct Costs. 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) The Charity provides additional funding (over and above the directly incurred costs), then the foregoing revenue share shall be adjusted in proportion to The Charity's contribution to the directly incurred costs;
  - 11.9.2. account to The Charity for its revenue share on a quarterly basis, in pounds sterling;
  - 11.9.3. be solely responsible for rewarding the inventors of Funded Intellectual Property out of its share of net income;
  - 11.9.4. provide The Charity with a quarterly statement summarising all income received and costs incurred; and

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

11.10. **Transfer of samples:** The Charity 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 The Charity's prior written consent. Such consent will not be unreasonably withheld.

11.11. **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 The Charity with copies of such agreements as The Charity may request from time to time.

## 12. Engagement, publicity and publication

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

12.2. **Participation in fundraising and publicity:** The Charity may use data or other material from research it funds for fundraising or publicity purposes. The Grantholder and The Charity-funded Research Personnel will promote The Charity and its charitable aims by complying with all reasonable requests from The Charity to attend or speak at events, and provide help with images and copy for The Charity publications or press releases. The Host Institution will also co-operate in relation to publicity, research engagement and fundraising activity for The Charity. Where The Charity is the largest or most significant contributing funder of the research, it reserves the right to lead on publicity. The Host Institution and Grant Holders may be required to host visits from The Charity and other interested parties including tours of their research facilities. Access to the Host Institution's facilities shall be in keeping with the Host Institution's reasonable policies and practices relating to confidentiality, safety, infection control, and security.

12.3. **Press:** The Grantholder and Host Institution must contact The Charity before making any public announcements regarding the Grant Activities. When speaking publicly, the Grantholder and Research Personnel should identify themselves as 'The Brain Tumour Charity-funded researchers' but be clear that they are not speaking on behalf of The Charity.

12.4. **Branding, Communications and Engagement:** Grantholders and Host Institutions must comply with any guidelines for branding, communications and engagement that The Charity may issue from time to time. Where the Host Institution is affiliated to a clinical centre, the Host Institution should ensure that The Charity's patient materials (including, but not limited to, posters and leaflets relating to The Charity support and information, HeadSmart and BRIAN) are displayed prominently in patient areas. Grant Holders may be asked from time to time to advise on and produce content for The Charity educational materials and patient information.

12.5. **Acknowledgment of The Charity support:** Grantholders must acknowledge The Charity's support (and, where possible, include The Charity's logo) in all publications, oral or written

reports, posters, presentations and information posted on websites that relate to the Grant Activities or Results. The following wording should be used: "This work was supported by The Brain Tumour Charity (grant number GN-XXXXXX)". The Charity should be acknowledged in all correspondence and advertisements relating to the appointment of staff. The Institution must prominently display a sign provided by The Charity that indicates that work in the relevant lab/office/ward is funded by The Charity or that equipment was provided by The Charity.

- 12.6. **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 The Charity's website.
- 12.7. **Dissemination of findings:** The Grantholder must publish or otherwise disseminate appropriately verified Results to the broader scientific community as soon as possible, although The Charity or the Host Institution may delay dissemination for a reasonable period in order to protect intellectual property.
- 12.8. **Requirements for publications:** Grantholders must:
  - 12.8.1. provide The Charity with copies of all publications arising from the Grant Activities at the time of submission for publication;
  - 12.8.2. acknowledge The Charity's support in the format "This work was supported by The Brain Tumour Charity (grant number GN-XXXXXX)"; and
  - 12.8.3. comply with The Charity's Open Access Policy.

## 13. Transfer, variation, suspension and termination

- 13.1. **Transfer of Grant:** The Grantholder may transfer the Grant to another institution only with the consent of the Host Institution, the new institution and The Charity, and only if the new institution agrees to be bound by the Terms and Conditions as the new Host Institution. The Charity may require that Equipment funded by the Grant is transferred with the Grantholder. The Charity will not fund any costs of such a move.
- 13.2. **Variation:** The Charity may amend these Grant Conditions and the terms of the Grant Award at any time. It will publish any changes to the Grant Conditions on its website. Once published, any changes apply to the Grant. The Charity may in its sole discretion impose additional conditions in respect of any Grant at any time.
- 13.3. **Early termination of Grant Activities:** In the event the Grant Activities are terminated early, the Grantholder and Host Institution must notify The Charity within 30 days.
- 13.4. **Suspension or Termination of Grant:** The Charity may suspend or terminate the Grant at any time and for any reason. So far as reasonably practicable, The Charity shall endeavour to give the Grantholder and Host Institution at least 30 days' prior notice, but shall be entitled to terminate immediately.
- 13.5. **Withholding and repayment:** The Charity may withhold or seek repayment of the Grant and/or refuse to accept further applications from the Host Institution in the following circumstances:
  - 13.5.1. If there is any breach of any of these Terms and Conditions.

- 13.5.2. If the Application Form was completed dishonestly or significantly incorrectly or misleadingly.
  - 13.5.3. If any of the progress reports provided on the Grant are completed dishonestly or significantly incorrectly or misleadingly.
  - 13.5.4. If the Institution fails to duly complete the Project or stages of the Project on time or within a reasonable period (where no time is specified), and to a standard that The Charity deems as satisfactory.
  - 13.5.5. If members of the governing body, volunteers, staff of the Institution or any Other Funders have acted dishonestly or negligently at any time during the Project period and contributed directly or indirectly to its detriment and/or to affect the profile and perception of The Charity.
  - 13.5.6. If the Institution receives partial or complete duplicate funding from any other source for the same Project from any other body (not being an Other Funder).
  - 13.5.7. If the Institution or Other Funder fails to provide to the Project any funding contributions stated in the Application Form (as may be varied by the Grant Award), if applicable.
  - 13.5.8. If the Institution is found not to be taking positive steps to ensure equal opportunities in its own employment practices and delivery of access to services.
  - 13.5.9. If the Grant Holder moves from the Institution and no agreement is made with The Charity to continue the project either at the same Institution or at the institution to which the Grant Holder moves.
  - 13.5.10. In accordance with the conditions of payment.
  - 13.5.11. If the Institution fails to honour the conditions regarding progress and final reports on the project.
  - 13.5.12. If the Grant is overpaid by The Charity.
- 13.6. **Survival of terms:** The following sections of these Grant Conditions continue to apply after the End Date: sections 2.1, 2.10, 3.2, 3.5, 4.2.3, 4.2.4, 4.4, 4.5, 4.6, 4.7, 4.9, 4.10, 4.11, 6, 7, 8, 9.3, 10.1, 11, 12, 14 and 15.

## 14. Liability, indemnity and insurance

- 14.1. **Liability:** The Charity 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. The Charity accepts no responsibility for costs incurred other than those specifically set out in the Grant Award, nor any liability for any accident, injury or loss sustained by any person in connection with the Grant Activities or publication of Results.
- 14.2. **Indemnity:** In accepting the Grant, the Host Institution agrees to indemnify The Charity against any costs, claims or liabilities (including legal costs) suffered or incurred by The Charity as a result of any action, claim or complaint brought against The Charity in connection with or arising from any Grant Activities or Research Personnel or the accuracy or application of the Results.

14.3. **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 after and during any commercialisation of the Results.

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

## 15. Governing law

15.1. The Terms and Conditions 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.

## 16. Entire agreement

16.1. The Terms and Conditions set out the entire agreement and understanding between the parties in respect of the subject matter of the Terms and Conditions and supersedes and replaces any prior written or oral agreements representations or understandings between the parties relating to such subject matter. The parties have not entered into the Terms and Conditions on the basis of any representation that is not expressly incorporated into it.

16.2. If any provisions of the Terms and Conditions are held to be invalid, illegal or unenforceable (in whole or in part) such provisions or parts shall to that extent be deemed not to form part of the Terms and Conditions but the remainder of the Terms and Conditions shall continue in full force and effect.

## 17. Third party rights

17.1. No one other than a party to the Terms and Conditions, their successors and permitted assignees, shall have any right to enforce any of its terms.

## 18. Definitions

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.
BRIAN	The Brain tumouR Information and Analysis Network.
Charity or The Charity	The Brain Tumour Charity.



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.
Clinical Trial Results	All Results arising from a clinical trial that is supported directly or indirectly by a Grant, other than Human Biological Samples.
Direct Costs	All external expenses incurred and paid by the Host Institution or its technology transfer partner in connection with the filing, prosecution and maintenance of the Funded Intellectual Property including, but not limited to, official filing fees, agent costs, and reasonable legal, litigation and other advisory and consultancy fees. Direct Costs shall not include Host Institution's internal costs relating to these activities, regardless of the legal constitution of the Host Institution's technology transfer partner.
Equipment	The equipment required to conduct the Grant Activities which costs £5,000 or more.
Funded Intellectual Property	All Results other than Clinical Trial Results.
Funded Materials	Biological and chemical materials comprised in Funded Intellectual Property.
Grant	The funding made pursuant to and described in the Grant Award.
Grant Activities	The research and investigation funded by the Grant as described in the Grant Application Form and varied by the Grant Award.
Grant Application Form	Details of proposal and research proposal as submitted by the Grantholder through the Charity's application system
Grant Award	The grant award letter from The Charity containing the details and offer of the Grant.

Grant Conditions	The conditions set out in this document.
Grant 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 Grant Award, or such earlier date that the Grant is terminated, or such other date as is agreed in writing between The Charity and the Grantholder.
Grant Period	The period between the Grant Start Date and Grant End Date.
Grant Start Certificate	The certificate sent out with the Grant Award which must be used to confirm the Grant Start Date to The Charity.
Grant Start Date	The date on which the Grant Activities begin, which must be the 1 <sup>st</sup> of the month and within six months' of the date of the Grant Award
Grantholder	The lead applicant.
Host Institution	The university, research institution or other entity at which some or all of the Grant Activities will be carried out, as named in the Grant Award.
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.
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.
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.
Studentship	A Grant or part of a Grant pertaining to the funding of PhD students

Terms and Conditions    These Grant Conditions together with the Grant Award.