

# Terms and Conditions of Award for Research Grants – Amended 24 April 2015



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Registered Charity no. 1150054 (England and Wales) SC042096 (Scotland). Company no. 08266522

These Terms and Conditions, together with the Award Letter, set out the terms and conditions on which the Grant is made by The Brain Tumour Charity to the Institution. These form the Grant Agreement, which binds the Institution, the Grant Holders and any other Institutions involved in carrying out the Project funded by the Grant. The Grant Agreement is between these parties and The Brain Tumour Charity. If any of these terms and conditions are breached, The Brain Tumour Charity may terminate the Grant, including withholding or seeking repayment of funds and refusal to consider further grant applications from the Grant Holder and their Institution.

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## 1. Definitions and Background

The definitions used in these Terms and Conditions shall have the following meanings:

- 1.1 'Actual Grant Start Date' is based on the Notional Grant Start Date but can be deferred by up to 12 months. The duration of the Grant will remain unchanged, thereby allowing the expiry of the Grant to be set back by an equivalent number of months. The Grant is deemed to have formally started when the first Post Holder is appointed. The start date shall be entered on the Grant Start Certificate.
- 1.2 'Application Form' means the Application Form completed by the Institution relating to the Project as approved by The Charity. Where a multi-step process is involved, this refers to the final stage full application.
- 1.3 'Award Letter' means the letter sent by the Charity to the Institution/Grant Holder specifying the Grant title, amount awarded, the duration of the Grant and any additional terms and conditions.
- 1.4 'Award' means the sums awarded as per the Award Letter.
- 1.5 'Charity-Funded IP' means intellectual property created or acquired in connection with an activity funded by The Charity.
- 1.6 'Charity Funds' means funds provided by The Charity and Other Funder, awarded in a Grant pursuant to these Terms and Conditions of Award for Research Grants.
- 1.7 'Co-Funding' is when the Institution, partner Research Institution or other funder (for example, a charitable trust, foundation or local charity), as defined in the Application Form (and varied by the Award Letter), contributes financially (in varying quantities) to the Funded Research via The Charity. Co-Funder(s) shall be interpreted accordingly.
- 1.8 'Direct Costs' are all costs reasonably incurred by such Institution exclusively attributable to the exploitation of The Charity-funded IP, including patent fees and professional costs.
- 1.9 'Equity' has the meaning give in paragraph 12.5.
- 1.10 'Ethical Committee' means the various committees established to ensure the highest ethical standards in research in connection with the Funded Research.
- 1.11 'Exploiting Party' means whichever of the Institution or Technology Transfer Group (if there is one) as is or will be responsible for technology transfer and commercialisation matters with respect to the Project funded by The Charity for and on behalf of the Institution. For these purposes, 'exploitation' includes but is not limited to commercialization by way of licence, assignment, option, sale, research collaboration or other agreement, or for cash or equity consideration.
- 1.12 'Funded Research' means research funded in whole or in part by The Charity alone or with Other Funders.
- 1.13 'Grant' means the grant described in the Award Letter.
- 1.14 'Grant Acceptance Form' means the standard form document by which the Institution accepts the Grant and agrees to abide by the Award Letter and these Terms and Conditions.

- 'Grant Agreement' means the Award Letter accepted by the Institution and these Terms and Conditions.
- 1.15 'Grant End Date' is determined by the Actual Grant Start Date plus the duration of the Grant as specified in the Award Letter. This will remain unchanged unless there is a specific request by the Grant Holder.
- 1.16 'Grant Holder(s)' refers to the Principal Grant Holder and any other persons involved with or named in the Application Form.
- 1.17 'Grant Period' means the duration of the Grant as calculated from the Actual Grant Start Date to the Grant End Date.
- 1.18 'Grant Start Certificate' means the document provided by the Charity signed by the Institution detailing its acceptance of the Grant Start Date.
- 1.19 'Gross Income' means all cash sums or other monetary consideration actually received in respect of exploitation of the Project funded by The Charity, including licence, signing and option fees, royalties, and milestones, but excludes any Equity or other interests (whether by way of debenture, warrant, security or otherwise) or monies paid specifically to fund the undertaking of a research programme.
- 1.20 'Institution' means the university, institution or other body bound by these Terms and Conditions and receiving the Grant.
- 1.21 'Intellectual Property' means any and all rights in inventions, discoveries, materials, technologies, products, data, algorithms, software, know-how, patents, databases, copyright, trademarks, design rights, applications for any of the foregoing, moral rights, and any other Intellectual Property rights whether or not registered or capable of registration and whether or not subsisting in the UK or in any other part of the world.
- 1.22 'Matched Funding' is when the Institution, partner Research Institution or other funder (for example, a charitable trust, foundation or local charity) matches in an equal quantity, The Charity's contribution towards the Project cost that is pledged in the Application Form (and varied by the Award Letter). Matched Funder(s) shall be interpreted accordingly.
- 1.23 "Net Income" is all income received in respect of the exploitation of The Charity-Funded IP less Direct Costs.
- 1.24 'Notional Grant Start Date' means the theoretical start date of the Grant and the start of the duration of the Grant as specified in the Award Letter.
- 1.25 'Other Funder(s)' means any Co-Funder and/or Matched-Funder, as the case may be. Other Funding shall be interpreted accordingly.
- 1.26 'Other Party(s)' means the Party(s) which is not the Exploiting Party.
- 1.27 'Post Holder' means such person employed by Institution to conduct research in connection with the Grant.
- 1.28 'Principal Grant Holder' means the person/body to whom the Grant is assigned and who has responsibility for the intellectual leadership of the Project and for the overall management of the Project.

'Principal Investigator' means the lead researcher on the Project (as identified in the Grant Application for which the Grant is awarded. The Principal Investigator accepts responsibility for the overall leadership and management of the Project.

- 1.29 'Project' means the project in respect of which the Grant was applied for and agreed to as detailed in the Institution's grant Application Form (as may be varied by the Grant Agreement).
- 1.30 'Public Communications' means communications, written or otherwise, made to or directed at members of the public relating to the Project.
- 1.31 'Research Institution' means the Institution, university or other institution at which research funded by the Grant will be undertaken.
- 1.32 'Technology Transfer Group' means a body which is responsible for providing technology transfer services to the Institution and which has been approved by The Charity to carry out exploitation activities with respect to the Charity Funded IP, details of which are set out above.
- 1.33 'Terms and Conditions' means the terms and conditions set out in this document and any further terms and conditions detailed in Award Letter and ancillary documentation.
- 1.34 'The Charity' means The Brain Tumour Charity.

These Terms and Conditions, together with the Award Letter, set out the terms and conditions on which the Grant is made by The Brain Tumour Charity to the Institution. These form the Grant Agreement, which binds the Institution, the Grant Holders and any other Institutions involved in carrying out the Project funded by the Grant. The Grant Agreement is between these parties and The Brain Tumour Charity. If any of these terms and conditions are breached, The Brain Tumour Charity may terminate the Grant, including withholding or seeking repayment of funds and refusal to consider further grant applications from the Grant Holder and their Institution.

## *2. Grant Offer and Acceptance and Activation of Grant*

- 2.1 Once a Grant offer has been made, the appropriate administrative authority for the Institution is required to confirm in writing within 8 weeks their acceptance of the Award and agreement to abide by the Award Letter using the Grant Acceptance Form accompanying the Award Letter.
- 2.2 Acceptance of an award constitutes confirmation that any necessary Ethical Committee approval has been obtained (see also paragraph 3.6).
- 2.3 The Institution must ensure that the Grant Holders and others supported by the Grant are made aware of and comply with the Grant Agreement.
- 2.4 The Grant Start Certificate may specify a Notional Grant Start Date. Where it does so, the Project should not start prior to this date.
- 2.5 The Notional Grant Start Date and Actual Grant Start Date for the Grant must be the 1<sup>st</sup> day of a month. Once the start date is known, The Charity should be notified of this using the Grant Start Certificate.
- 2.6 The Grant may not be activated, nor funds claimed, until the Grant Acceptance Form, the Grant Start Certificate, the Actual Grant Start Date, salaries and CVs for any staff salaried by the grant have been received by The Charity and the appropriate licences and ethical approvals are in place.

- 2.7 The Project should start within six months of the date of the Award Letter, unless specified otherwise in the Award Letter. Exceptions to this condition must be agreed in writing between The Charity and the Institution. If the start of the Project is delayed beyond this time, the Institution must send The Charity a written report of the reasons for the delay.
- 2.8 If a Project is not started within six months of either the date of the Award Letter or the Notional Grant Start Date stated on the Award Letter (whichever is the later), The Charity may withdraw the Award following consultation with the Grant Holder.
- 2.9 The first instalment of the Charity Funds must be taken up within twelve months of the date of the Award Letter otherwise it will automatically lapse, unless an extension is agreed in writing by The Charity.
- 2.10 No expenditure commitments entered into prior to the date of the Award Letter can be paid for out of the Charity Funds.
- 2.11 Grant Holders will be advised of any Other Funders relevant to the Grant in the Award Letter. Any changes to Other Funders relevant to the Grant will be notified to Grant Holders subsequently. Where The Charity specifies Other Funders for the Grant in the Award Letter or in subsequent communications to the Grant Holder, the Terms and Conditions pertaining to Other Funders included in this document will apply. The Grant Agreement is with The Charity, however and The Charity will administer the Award.
- 2.12 The Institution must inform The Charity of any offers of funding for the Project received from anyone else.

### **3. Ethical and Legal Requirements**

#### **General**

- 3.1 It is the responsibility of the Institution to ensure that all ethical, legal and regulatory requirements relating to the research are met. This includes issues regarding the use of radioactive isotopes, pathogenic organisms, genetically modified organisms (GMOs), and toxic and hazardous substances, and research involving human participants, human tissue or cells, animals, and animal tissue or cells.
- 3.2 The Institution must take full responsibility for the management, monitoring and control of the research, together with any insurance or indemnity required.
- 3.3 It is the responsibility of the Institution to ensure that all persons (including employees, students and visiting fellows) employed in or involved in any research funded as a result of the Grant receive adequate training in research methods, health and safety, etc. Clinical research training must meet the requirements of the appropriate Royal College.

#### **Research involving animals**

- 3.4 The Institution should ensure that where the Project involves the use of animals, this is carried out in compliance with all applicable laws and regulations.

- 3.5 Research using protected animals must be carried out under the appropriate Home Office licences and certificates.
- 3.6 Experiments using animals funded by the The Brain Tumour Charity must:
- use the simplest possible, or least sentient, species of animal
  - ensure that distress and suffering are avoided wherever possible
  - employ an appropriate design and use the minimum number of animals consistent with ensuring that the scientific objectives will be met

See the NC3Rs website for further information and guidance ([www.nc3rs.org.uk](http://www.nc3rs.org.uk)).

All Grant Holders using animals must implement the principles in the cross-funder guidance Responsibility in the Use of Animals in Bioscience Research ([www.nc3rs.org.uk/responsibility](http://www.nc3rs.org.uk/responsibility)).

- 3.7 Grant Holders should make use of the ARRIVE guidelines ([www.nc3rs.org.uk/ARRIVE](http://www.nc3rs.org.uk/ARRIVE)) when designing their experiments, and ensure that they report animal-based studies in accordance with the ARRIVE guidelines as far as possible, taking into account the specific editorial policies of the journal concerned.
- 3.8 A Local Animal Research Ethical Committee must approve research proposals involving the use of animals as part of the Ethical Review Process mandated by home office legislation introduced in 1999. The Ethical Committee must be based at the host Institution, and must include non-scientists and members who are independent of the Institution. The Ethical Committee will provide independent ethical advice to help ensure that: all use of protected animals is carefully considered and justified; proper account is taken of all possibilities for reduction, refinement and replacement (the 3Rs), and high standards of accommodation and welfare are achieved. The appropriate documentation should ideally be submitted with the Grant Application Form. Otherwise, or if ethical approval can only be considered after funding is approved, the final outcome of the approval process must be submitted to The Charity as soon as it is known. The Grant Acceptance Form and Grant Start Certificate should only be completed after the final ethical approval has been received, and any appointments should only be confirmed after this time.
- 3.9 Research using non-human primates must adhere to NC3Rs guidelines on primate accommodation, care and use.
- 3.10 The Charity will only support the use of animals where no viable alternative exists, and the applicant must have regard to animal welfare and advances in the refinement, replacement and reduction of animal use.
- 3.11 Grant Holders are asked to ensure that any new procedure they use or develop which reduces the number of live animals needed for research or testing is communicated through the usual media so that it becomes known by all who might make use of it.
- 3.12 The Charity accepts the Association of Medical Research Charities Statement on Use of Animals in Research. As an assurance of maintaining best practice in this and other areas, The Charity, like all AMRC members, uses rigorous expert peer review before awarding research grants, and all research involving animals must be relevant, carefully thought-out and have undergone an appropriate ethical review process.

- 3.13 The Grant Holder must immediately inform The Charity of any substantial amendments to project licences relating to the Grant or any change in the species of animals.

#### **Research involving humans (see also paragraph 14)**

- 3.14 In respect of projects involving investigations on humans, appropriate documentation regarding ethical committee and other necessary approvals should ideally be obtained prior to and submitted with the Grant Application Form. Where approval can only be considered after funding is approved, the final outcome of the approval process must be submitted to The Charity as soon as it is known. No part of the grant will be paid until the final ethical approval has been received. The Grant Acceptance Form and Grant Start Certificate should only be completed after the final ethical approval has been received, and any appointments should only be confirmed after this time.

#### **4. Employment, Appointments and Salary Expenditure**

- 4.1 The Charity does not act as an employer with respect to the Grant. Therefore, in all cases where support is provided on the Grant for the employment of staff, the Institution should issue a contract of employment that is in compliance with relevant laws and regulations.
- 4.2 If finances under the Grant have been made for the salary of an existing post then the job description and salary details should be submitted to The Charity.
- 4.3 If funds have been advanced pursuant to the Grant for the salary of a new post, no person shall be appointed to the post unless either (a) the post shall first have been advertised or offered by some other method of open recruitment or (b) the Institution has obtained the prior written consent of The Charity for the appointment. The job description, a copy of the advert and a list of the publications in which it was placed should be forwarded to The Charity and should be in accordance with current employment legislation. In certain circumstances, The Charity may require these documents in advance for its approval, in which case this will normally be requested in the Award Letter.
- 4.4 All staff employed as a result of the Grant must be recruited in compliance with the Institution's requirements and recommendations for good practice in recruitment. The Charity may require representation on recruitment panels in certain circumstances. When this is the case, there will normally be a specific condition in the Award Letter.
- 4.5 The Institution shall send to The Charity the name, salary, start date and curriculum vitae of all personnel to be appointed to each research post in connection with the Project.
- 4.6 Staff should be employed at the level stated in the Application Form. The Charity must be notified if a suitable candidate is found at a lower salary level and the difference will normally be retained by / must be repaid to The Charity (as applicable).
- 4.7 The Charity will not be willing to 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 Application Form (including but not limited to: merit awards, promotions, salary enhancements or additional costs arising from appointments made at a higher level than was



specified in the Application Form) will be the responsibility of the Institution. As the Institution is the employer it is expected to meet the cost of maternity, paternity or adoption leave (or any other leave to which an employee is entitled by statute or their employment contract) for people employed should they arise.

- 4.8 The Charity will not normally be responsible for rises in employment 'on costs' that may take place during the period of the Grant – for example National Insurance rates, or changes in Research Institution remuneration policy.
- 4.9 Should a Principal Grant Holder or research fellow whose salary is provided on this Grant subsequently obtain salary support from some other source, the salary provision as part of the Grant may not be transferred to any other individual or use without prior consultation with The Charity.
- 4.10 In the event that any researcher appointed to work on the Project fails to take up the appointment, leaves or otherwise ceases to be involved in the Project, the Institution shall inform The Charity at the earliest opportunity (and in advance, where possible), providing the date of termination where applicable (see also paragraph 5).
- 4.11 If replacement staff are to be appointed, permission (not to be unreasonably denied) for this should be sought from The Charity. If permission is granted and a new person is appointed, The Charity should be provided with their name, salary, start date and curriculum vitae (as for all new staff appointed on the grant). The Institution would be expected to bear the cost of advertising to recruit replacement staff and of any additional training or run-in period required for the replacement staff.
- 4.12 The tenure of appointment of staff employed on the Project must be confined strictly to the Grant Period unless the Institution wishes to retain the staff beyond this period for its own purpose and at its own expense.
- 4.13 The Principal Grant Holder must hold an established NHS, academic or research post in the (UK) Institution and be in receipt of a guaranteed salary for the duration of the award. It is essential that the Principal Grant Holder and other Grant Holders are actively engaged in the project and will remain responsible for conduct throughout.

## *5. Undertaking the Funded Research and Research Conduct*

- 5.1 The Grant must be used exclusively for the Project and in accordance with the details in the Application Form (as may be varied by the Award Letter).
- 5.2 The Institution (or the Grant Holder if appropriate) must inform The Charity without delay of any change to the status of the Institution or the Grant Holder which might affect their ability to comply with these Terms and Conditions.
- 5.3 No significant or material change to the Project or its implementation in accordance with the details in the Application Form (as may be varied by the Award Letter) may be made without the prior consent in writing of The Charity. This includes, but is not limited to, divergence from the Project plan and aims as specified in the Application Form. If the Grant Holder is unsure if a change is sufficiently significant to mention, they should contact The Charity for guidance
- 5.4 If the Principal Grant Holder moves from the Institution during the Grant period, the Institution must notify The Charity of the move. The Charity may (at its absolute



discretion) agree that grant funding, equipment and research consumables be transferred with the Grant Holder. Written agreement to this would be required from the original Institution, the institution to which the Principal Grant Holder moves, and The Charity. The institution to which the Principal Grant Holder moves shall become the Institution (as defined) and must also confirm acceptance of the Grant Agreement. The Charity will not cover any costs incurred as a result of such a move.

- 5.5 Alternatively, if the Principal Grant Holder does not wish to transfer the Grant and the original Institution believes that the work can be satisfactorily continued with alternative supervision, The Charity may agree that the Project should continue at the existing Institution. Written permission from The Charity must be obtained before any changes are implemented. If permission for any change is not given by The Charity or it is not possible to agree suitable arrangements for the continuation of the work as originally agreed, The Charity may terminate the Grant.
- 5.6 Should a Grant Holder move to another Institution during the tenure of a grant, the Institution must notify The Charity of the move. The Grant may not move with him or her unless all parties concerned (including The Charity) agree to such a move. The Charity will not cover any costs incurred as a result of such a move.
- 5.7 If an employee funded by The Charity is due to take maternity, paternity, adoption or any other significant leave, the Grant Holder should inform The Charity of the dates in advance so that the grant can be suspended for the period of leave until full-time employment is resumed. Should alternative arrangements be proposed, including temporary appointments or return to work on a part-time basis, The Charity's permission must be obtained in writing prior to the commencement of leave.
- 5.8 Temporary suspension of the Grant, at the request of the Grant Holder, will only be agreed in exceptional circumstances and then only in cases where the grant provides running expenses only or support for a single post. The Grant may not be suspended for longer than six months and there must be no increased financial implications for The Charity.
- 5.9 The Project must be completed within budget. No additional monies will be made available by The Charity to complete the Project (see also paragraph 6).
- 5.10 The Project should be completed on time. Any proposed change to the Grant End Date must be notified to The Charity in advance for approval, and justification for the same should be provided.
- 5.11 The Charity expects the highest standards of integrity to be adhered to by the researchers whom it funds. Institutions are expected to have in place their own published standards of good research practice and formal written procedures for the investigation of allegations of scientific misconduct. Such standards must, as a minimum, comply with the Association of Medical Research Charities' 'Guidelines on Good Research Practice'.
- 5.12 In the event of any on-going investigation of scientific misconduct involving research or Funded Research, the following conditions will apply:
  - The Charity must be informed within one month of the Institution initiating any investigation of scientific misconduct involving the Grant. The Charity reserves the right to suspend funding in the event of any suspension of staff paid from a grant from The Charity whilst the investigations are on-going.

- The Charity must be informed immediately of the outcome and reserves the right to take any further action it may feel appropriate.
- If publications have been produced where academic fraud has been established, the Institution must ensure that appropriate errata and/or retractions are published and that The Charity is kept fully informed.

## 6. Payment

- 6.1 Payment of the Grant will be made by cheque or preferably through an agreed BACS transfer into a bank account or building society account bearing the Institution's name and which has joint signatories duly authorised.
- 6.2 Where the Project involves more than one Research Institution, the Grant will be paid to the Institution, which will then be responsible for allocation of funds to the remaining Research Institutions in accordance with the budget laid out in the Application Form (as may be varied by the Award Letter).
- 6.3 Payment of the first invoice of the grant is subject to grant activation (see paragraph 9) including receipt by The Charity from the Institution of: completed signed dated original Grant Acceptance Form; completed signed dated Grant Start Certificate and all employee details as per paragraph 4.5 of these Terms and Conditions.
- 6.4 The Charity will aim to make payment of all legitimate invoices within two months of receipt, or of resolution of any invoice disputes, subject to these Terms and Conditions. Issues leading to delay in payment may include, but are not limited to: insufficient information provided with invoice to verify costs; disputed or disallowed cost; incorrect grant details or time period on invoice; final report not received or under review.
- 6.5 Payments will normally be made for up to three months' expenditure quarterly in arrears. Institutions are only permitted to invoice The Charity for reimbursement of actual expenditure incurred with regard to the Project.
- 6.6 Invoices should quote The Charity grant reference number and name of the Principal Grant Holder.
- 6.7 Invoices must be submitted with sufficient detail (category, item, and cost, date) to verify the costs incurred against the Award in as much detail as the Application Form and the Award Letter. A copy of the supplier invoice must be provided with the claim for any individual non-salary item costing £500 or more, and for any equipment. For salaries, the name of the individual must be stated. The Charity may request such additional information from the Institution or the Grant Holder as is reasonably necessary to carry out such verification.
- 6.8 Where the Institution or other funder is providing Other Funding for the Project, invoices must provide itemisation for the total quarterly expenditure for the project, splitting the expenditure attributable to The Charity and Other Funder. The Charity should only be invoiced for the proportion detailed in the Application form (as may be varied by the Award Letter).
- 6.9 Expenditure will only be reimbursed up to the maximum set by the quarterly budgets as calculated from the annual maximum expenditure as defined in the Application Form (as may be varied by the Award Letter).

- 6.10 Expenditure should approximately reflect the proportion of funding allocated to different costs e.g. staff salaries / consumables etc. as detailed in the Application Form (as may be varied by the Award Letter). Expenditure is not automatically transferable between different types of costs. Approval of any significant overspend in any of the areas relative to the Application Form must be sought in advance from The Charity with justification. This must not adversely impact the Project through a reduced budget in a different area. The significance of the overspend shall be assessed in the context of the details of spending provided in the Application Form.
- 6.11 The Charity only funds the directly incurred costs of research. The Charity does not routinely fund travel expenses, computers, computer consumables, administrative or telephone costs unless these are integral and unique to the research due to its nature, and were indicated in the Application Form (as may be varied by the Award Letter). However, reasonable dissemination costs may be paid if applied for in the Application Form and granted in the subsequent Award Letter. These may include funding for a single Grant Holder or other researcher funded by the grant to attend one conference towards the end of the grant and at which they are presenting Funded Research, up to a maximum of £500 in the UK or £1,000 overseas.
- 6.12 The Other Funding provided by the Institution or other funder must only include funding for the directly incurred costs of the research, in line with The Charity's policy on eligible research costs as outlined in paragraph 6.11.
- 6.13 In the event that the Project is completed without spending the full amount of the Grant and/or Other Funding, the underspend shall be shared proportionally between The Charity and Other Funder (if applicable) , based on the funding proportions outlined in Application Form (as may be varied by the Award Letter).
- 6.14 Any final request for sums due will only be accepted if it is submitted within 12 months of the Grant End Date.
- 6.15 The Charity may withhold payment of any invoice if any of the Charity's assessment activities of the Grant are not complied with to The Charity's satisfaction or if progress is judged by The Charity through such an assessment activity or for any other reason to be unsatisfactory. This includes but is not limited to failure to submit a progress report as requested by The Charity or if such a report is submitted but is not deemed by The Charity to be satisfactory (as per paragraph 9).
- 6.16 The Charity may request updates from the Institution or Grant Holder in relation to the progress of the Project in such manner as The Charity sees fit and if such requests are not complied with, The Charity may withhold payment on the same basis as set out in paragraph 6.15.
- 6.17 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.
- 6.18 The Charity accepts no responsibility for and will not meet the costs of any overspend on the allocated funding unless prior written authorisation has been given. Any potential resource problems should be notified to The Charity as soon as they are foreseen.
- 6.19 Any underspend may not be carried forward from one year of the Grant to the next without written authorisation from The Charity. If the Institution or Grant

Holder wishes to carry forward an underspend, they must explain this to The Charity and provide justification at the time of sending the final invoice of the year.

- 6.20 All payments made by The Charity can only be guaranteed to the extent that funds from The Charity are available and The Charity continues to operate.
- 6.21 The Institution must keep proper and up-to-date accounts and records, including invoices, which show how the Grant has been used. These financial records must be provided to The Charity on request and be available to The Charity or its representative for inspection and copying.
- 6.22 The control of expenditure pursuant to the Award must be governed by the normal standards and procedures of the Institution and must be covered by the formal audit arrangements that exist in the Institution.
- 6.23 The final invoice will only be considered for payment after a final report has been submitted to The Charity and is approved through The Charity's quarterly report review process, which would normally be 2 – 5 months after submission of the final report, if the report is satisfactory (see paragraph 9). For this purpose, the 'final invoice' is considered to be the last invoice received on the Grant, or the sum of any invoices totalling more than or equal to the budget for the final quarter of the Grant, whichever is the greater.

## 7. Duration of this Grant Agreement

- 7.1 These Terms and Conditions (unless the context or express provisions otherwise indicate) prevail and remain in force as follows:-
  - (a) For the period of one year following payment of the last instalment of the Award; or
  - (b) So long as any funds of the Award remain unspent; or
  - (c) So long as any of the Terms and Conditions remains unperformed or any breach of the same continues,whichever shall be the longer.

This is with the exception of any specific terms and conditions which will continue to remain in force after this time, as detailed in the relevant paragraphs.

## 8. Termination, Withholding of Payment or Repayment of Grants

- 8.1 The Charity reserves the right to suspend or terminate the Grant at any time and for any reason. So far as reasonably practicable, The Charity shall endeavour to give not less than 30 days prior notice, but reserves the right to do so without notice. Subject to the exceptions below, The Charity will reimburse the Institution for expenditure *properly* incurred under the Grant up to the termination date.
- 8.2 The Charity may withhold or seek repayment of the Grant in the following circumstances:
  - a) If there is any breach of any of these Terms and Conditions.

- b) If the Application Form was completed dishonestly or significantly incorrectly or misleadingly.
- c) If any of the progress reports provided on the Grant are completed dishonestly or significantly incorrectly or misleadingly.
- d) 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.
- e) 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.
- f) 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).
- g) 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 Award Letter), if applicable.
- h) 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.
- i) 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 (see paragraph 5).
- j) In accordance with the conditions of payment (see paragraph 6).
- k) If the Institution fails to honour the conditions regarding progress and final reports on the project (see paragraph 9).
- l) If the Grant is overpaid by The Charity.

## *9. Progress Reports, Publications, Publicity and Supporting The Charity*

### **Progress reports**

- 9.1 The Institution will provide regular research progress reports on the Project as and when required by The Charity. These reports will normally be considered by The Charity's Grant Review and Monitoring committee and Trustees and continued support for the Award will only occur if The Charity considers satisfactory progress has been made, to an appropriate standard of research and in compliance with these Terms and Conditions.
- 9.2 Failure to submit a report as requested by The Charity that is deemed by The Charity to demonstrate satisfactory progress on the Project may mean The Charity withholds funds and refuses to consider further grant applications from the Grant Holder and their Institution.

- 9.3 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. These may include site visits and provision of information e.g. completion of surveys.
- 9.4 The Charity reserves the right (at its discretion) to take independent advice on the progress of the research, as evidenced by reports, meetings or site visits by its own officers and advisors or, with the Institution's consent, through the independent scientific advisory committee of the Institution, where one exists.
- 9.5 Where The Charity judges that satisfactory progress has not been made, The Charity reserves the right to terminate the Grant, under the conditions in paragraph 8. This may disqualify the Grant Holders from having future grant applications considered, depending on the reasons for termination.
- 9.6 In the extreme case of contemporary research developments negating the meaningful continuation of the research as outlined in the Application Form, The Charity reserves the right to request re-orientation of the research or discontinue the Grant if this cannot be satisfactorily resolved.
- 9.7 At the end of the Grant Period, the Institution will provide a final report and lay summary on the Project that confirms that the Project has been completed. The Grant will be considered by The Charity to be finished only after receipt of this report. The final payment to the Institution will be withheld until this report is submitted and approved. Approval will be made on the basis of full completion of the report to an appropriate standard; satisfactory progress with respect to the aims and objectives of the Project as stated in the Application Form and Award Letter; satisfactory publication output from the Project; and any other criteria as reasonably determined by The Charity.
- 9.8 The Institution must provide to The Charity any further information requested in connection with the Project or about the Institution and its activities. This information may be used by The Charity to monitor and evaluate the Project and The Charity's grant programme as a whole. This condition continues to apply indefinitely following the end of the Grant.

### **Acknowledgement in Public Communications**

- 9.9 All Grant Holders are required to acknowledge the Charity (and any Matched Funder, where applicable) in all publications, presentations and other Public Communications arising from work carried out under the Grant, and should feature The Charity logo (and the logos of any such Matched Funder, where applicable) on posters or presentation slides. Grant Holders should also include an acknowledgement when submitting articles to repositories. This condition applies even if funding in connection with the Project is continued in the future by any third party.
- 9.10 When acknowledging The Charity's support, in accordance with guidance issued by the Research Information Network and supported by the Association of Medical Research Charities, the following wording should be used: "This work was supported by The Brain Tumour Charity [grant number XX/XXX]". The 'grant number' is The Charity reference number used in the Award Letter. Where Other Funders have provided funding to the Project, if acknowledged, they should be acknowledged in the same way.

- 9.11 All Grant Holders are required to acknowledge the Charity (and any Matched Funder where applicable) in all correspondence and advertisements relating to the appointment of staff.
- 9.12 The Institution must acknowledge support of the Grant in its annual accounts covering the Grant Period and in all materials that refer to the Project, featuring The Charity logo (and logos of any Matched Funder, where applicable) where possible. The Institution must also include a web link to The Charity's website ([thebraintumourcharity.org](http://thebraintumourcharity.org)) (and the websites of any such Matched Funder, where applicable) on its website and/or the website of the relevant department or clinical centre.
- 9.13 In the case of PhD studentships and fellowships, those that are part of the Institution and Research Institution agree to make reference to the Project in their curriculum vitae and in any and all publications where the Project is relevant.
- 9.14 The Institution must prominently display a sign provided by The Charity that indicates that work in the relevant lab / office / ward of the Institution is funded by The Charity (and Matched Funders, where applicable).
- 9.15 Additional conditions may apply in relation to acknowledging support from trusts and foundations who provide full or partial funding for a Grant *through* The Charity, but who do not have Other Funder status. Grant Holders will be notified of these separately, where applicable.

## **Publications**

- 9.16 The findings from the Funded Research should be published in an appropriate form, usually as papers in a peer reviewed journal.
- 9.17 The Grant Holder must notify The Charity, in advance of publication, of the acceptance of their abstract or paper for publication or presentation so that The Charity can prepare a press release when appropriate. The Charity should be kept up to date with such notifications in between the times when progress reports are due from Grant Holders.
- 9.18 On acceptance for publication, The Charity encourages that a copy of the final manuscript of all peer reviewed research papers supported in whole or in part by the Grant is deposited in an open access archive such as PubMed Central or Europe PubMed Central, to be made freely available within six months of publication.
- 9.19 The Charity requires the Grant Holder to provide electronic copies of all publications arising from work carried out under the Grant as soon as they become available. Subsequent to the completion of the Grant, Grant Holders must continue to inform The Charity of publications, Intellectual Property or any other outcomes of the research. Grant Holders may be contacted periodically after the Grant Period to ascertain whether there have been further outputs. Such communications may involve the completion of questionnaires etc. as required by The Charity. This forms part of The Charity's on-going activities to evaluate the impact of the research it funds, and provision of this and various other information may be required from Grant Holders for an indefinite period after their Grant End Date. Failure to provide such information as required may debar the Grant Holders from having future grant applications considered.
- 9.20 Failure to publish findings arising from the Grant in a peer reviewed scientific journal within two years of grant completion or termination will normally debar the



Grant Holder from having future grant applications considered by The Charity until such publications are forthcoming.

## Publicity

- 9.21 The Institution and the Grant Holder must ensure that in circumstances where the Project is financially supported by Funded Research and any Co-Funding, any Public Statements accrediting financial support in relation to the Project, should make reference exclusively to The Charity unless The Charity's authorisation has been obtained to accredit a third party, or Co-Funder.
- 9.22 The Charity's ability to award grants is dependent upon continued support from voluntary donations. In order to maintain the level of such donations the public needs to be kept informed of the successes of research. The Charity must, therefore, be kept informed at all times of the results of the Project research and in advance of any publications coming out. This will allow The Charity to plan press releases.
- 9.23 In certain instances, The Charity may wish to publicise the start of the research, or a significant finding, event or publication associated with it, in local or national media, and full co-operation at these times is expected, which may include providing quotes or interviews.
- 9.24 The Charity supports and encourages the Grant Holders to promote Funded Research with the media, but strictly in consultation with The Charity.
- 9.25 The Institution shall ensure that it takes all opportunities in any media coverage to promote The Charity (and Matched Funders, where applicable) and agrees that wherever possible it will work with The Charity (and Matched Funders, where applicable) to maximise opportunities for promoting the Project and will make a spokesperson available to the media.
- 9.26 In publicity and fundraising materials and on its website, The Charity (and Matched Funders, where applicable) may use any information about the Institution, the Grant Holder and the Project as provided in the Application Form, any progress reports or via any other source, subject to the Data Protection Act 1998 and any written agreements or assurances by The Charity to keep any information confidential. The Institution and Grant Holder must contact The Charity before contacting the media on any aspect of the project and advise The Charity of any media interest that arises in relation to the Grant. The Charity must be consulted in advance of any press statement that may be issued about the Grant or findings from the research funded by the Grant. Where a Project funded by The Charity results in innovative findings, there must be discussion and agreement as to the profile of The Charity (and Matched Funders, where applicable) in any publications and publicity.
- 9.27 The Charity reserves the right to use published data or other material from projects that it funds as part of its fundraising or publicity activities.
- 9.28 The Charity may require Grant Holders to submit or assist with the preparation of other information relating to their Project to be made publicly available, e.g. a publishable lay summary suitable for supporters of The Charity.
- 9.29 The Institution and Grant Holder are required to co-operate with The Charity over any publicity or fundraising activity arising from research funded by The Charity.

- 9.30 The Charity reserves the right to require that the Institution makes clear in any published material, that the conclusions of the Project research are not the views of The Charity. The Charity must therefore be given sufficient notice of proposed publications in order to exercise this right.
- 9.31 The Grant Holder should provide The Charity with a photograph of the team undertaking the project and / or its work if requested.
- 9.32 The Institution and Grant Holders may be required from time to time to host visits from The Charity and other interested parties such as but not limited to Other Funders, including tours of their research facilities.

### **Supporting the Charity**

- 9.33 Grant Holders should endeavour to support the aims of The Charity and to increase understanding of brain tumours.
- 9.34 Grant Holders may be required to give talks, attend meetings, act as a spokesperson for The Charity and be involved in the creation of communication materials from time to time.
- 9.35 Grant Holders and (other) staff employed on the Grant may be required to participate in and support regional and national fundraising activities of The Charity from time to time.
- 9.36 Grant Holders may be asked from time to time to advise on and produce content for The Charity educational materials and patient information.
- 9.37 Grant Holders may be asked to act as a peer reviewer for The Charity from time to time.

### **10. Special Conditions**

- 10.1 Any special conditions are detailed in the Award Letter.

### **11. Circumstances in which Additional Conditions may be Attached to a Grant (at The Charity's Discretion)**

The Charity may at its sole discretion impose additional conditions in respect of any Grant in the following circumstances:

- 11.1 If there is any breach of any of these Terms and Conditions.
- 11.2 If any funding for the Project referred to in the Institution's application to The Charity is withdrawn.
- 11.3 If the Charity becomes aware of any actions on the part of members of the governing body, volunteers or staff of the Institution or of any co-applicants which may have a detrimental effect on the Project.

- 11.4 If, in the reasonable opinion of The Charity, such conditions are necessary or desirable to ensure delivery of the Project in the manner anticipated in the Institution's application to The Charity.

## 12. Intellectual Property Rights and Commercial Exploitation

12.1 The Charity is committed to advancing understanding, diagnosis and treatment of brain tumours through its support for biomedical research. As a charity, The Brain Tumour Charity is under an obligation to ensure that the useful results of the research that it funds are applied for the public good. To meet these objectives, The Charity wishes to encourage researchers funded by The Charity and their Institutions to play an active role in ensuring the protection and exploitation of the Intellectual Property arising out of the research that it funds.

12.2 Specifically, The Charity requires the Institution to:

- (a) Develop and implement strategies and procedures for the identification, protection and exploitation of all Intellectual Property created or acquired in connection with an activity funded by The Charity, taking into account circumstances where the research involves collaboration with and/or the contribution(s) of third parties;
- (b) Notify The Charity promptly when Intellectual Property that may be of medical or commercial value is created, and ensure that such Intellectual Property is protected and not published or otherwise publicly disclosed prior to protection (while at the same time ensuring that potential delays in publication are minimized); and
- (c) Ensure that all persons in receipt of The Charity's funding or working on an activity funded by The Charity (including employees, students, visiting fellows and subcontractors) are employed or retained on terms that vest in the Institution all Intellectual Property which is created or acquired by any such person in connection with activity funded by The Charity.

12.3 No Charity Funded IP may be exploited or disposed of in any way without The Charity's prior written consent, such consent not to be unreasonably withheld. Exploitation includes use for any commercial purpose or any licence, sale, assignment, materials transfer or other transfer of rights. As a condition of granting such consent, The Charity requires the Institution to agree to terms of exploitation including sharing of benefits such as revenues and equity arising from the exploitation (see 12.4, 12.5, 12.6 and 12.7).

12.4 The Exploiting Party shall first determine if:

- (a) The Grant (together with other The Charity funds) is the sole source of funding for The Charity-funded Project, in which case paragraph 12.5 shall apply to the total Gross Income or Equity received in respect of that Project funded by The Charity, or
- (b) The Grant (together with other funds from The Charity) is not the sole source of funding for The Charity-funded Project, in which case the Gross Income or Equity received in respect of that Project funded by The Charity shall be pro-rata calculated to take into account:
  - (i) The inventive contribution of the inventors; followed by

- (ii) The proportionate funding contributions of The Charity and Co-funders, the Institution and other third party funders of each inventor as appropriate (such funding contribution to exclude any salary support provided by the Institution from its internal funding, overhead or other indirect costs including for the avoidance of doubt higher education funding council funding).

The revenue-sharing formulae set out in paragraph 12.5 below shall then apply to the portions of Gross Income or Equity attributed to The Charity and Co-funder contribution pursuant to this paragraph 12.4(b).

12.5 Revenue or equity benefits resulting from the exploitation of The Charity-Funded IP are to be shared as follows:

**(a) Technology transfer fees**

The Institution exploiting The Charity-Funded IP will be entitled to receive a percentage of the Net Income received as follows ('Technology Transfer Fee'):

Cumulative Net Income	Technology Transfer Fee
£0 to £100,000	30%
£100,001 to £500,000	25%
Greater than £500,000	20%

**(b) Revenue sharing between host Institution and The Charity**

Net Income received less Technology Transfer Fees shall be distributed between the host Institution and The Charity in the following proportions:

Cumulative Net Income	host Institution & Inventors	The Charity
£0 to £100,000	65%	35%
Greater than £100,000	60%	40%

The host Institution is responsible for any distribution to the inventor(s) from its share of Net Income.

**(c) Equity Sharing**

Where rights to take equity (which includes shares, loan stock, debenture stock and options and other interests in a company) are received then the Exploiting Party shall in respect of each individual Project funded by The Charity that is exploited:

- i) Share any Equity received in the following proportions, and

host Institution and Technology Transfer Group	The Charity
60%	40%

- ii) Use all reasonable endeavours to ensure that the Equity is issued on terms whereby the proportionate shareholdings due to the parties are issued direct to them.

- 12.6 For the avoidance of doubt, The Charity's share of any Net Income or Equity shall be allocated to The Charity prior to the deduction of any reward to the Institution's employees or students who are inventors of The Charity-Funded IP. The Institution shall be solely responsible for the payment of such reward (in accordance with its internal policies) out of the revenue and equity share to which it is entitled under paragraph 12.5 above.
- 12.7 Notwithstanding the terms of this paragraph 12, the Institution and its Technology Transfer Group shall be free to agree how to share between themselves any Technology Transfer Fees, or shares of Net Income and/or Equity due to either or both of them under the Grant Agreement.
- 12.8 If the Institution does not protect or exploit any such Intellectual Property to The Charity's satisfaction, The Charity shall have the right, but not a duty, to protect and exploit such Intellectual Property. Such right shall only be exercised six months after The Charity has given the Institution notice in writing that it is failing to protect, manage and exploit such IP funded by The Charity to The Charity's satisfaction. However, The Charity may exercise such right sooner where it reasonably considers that the opportunity to protect, manage or exploit such IP funded by The Charity for the public benefit could be lost if more immediate action is not taken. The Institution agrees to do, and will ensure that its employees and students do, all acts required to assist The Charity in such protection and exploitation.
- 12.9 The Institution will, unless otherwise agreed, bear all costs incurred in connection with the preparation, filing, prosecution and maintenance of any Patent Applications filed by the Institution.
- 12.10 The Institution will keep The Charity advised as to the progress of any Patent Applications, and provide The Charity with copies of all papers received and filed in connection with the Patent Applications.
- 12.11 The Institution and Grant Holders should inform The Charity of any pre-existing arrangements of which they are aware and which could lead to a breach of The Charity's Terms and Conditions relating to Intellectual Property Rights. The institution should use reasonable endeavours to ensure that no consultancies, third party restrictions or arrangements which might impact on a Grant funded by The Charity are entered into in relation to any person or activity funded by The Charity without prior agreement of The Charity. The Grant Holders or other individuals involved in the Project should not use materials or compounds (other than those obtained commercially), on terms which would place restrictions on the publication of the results. Research Institutions should take reasonable endeavours to ensure that 'reach through rights' have not been granted on any Charity-Funded IP in favour of commercial organisations providing materials or compounds to individuals funded by The Charity for research purposes. However, The Charity recognises that companies providing materials may often require exclusive rights to any Intellectual Property arising from use of that material, and that this requirement is often non-negotiable. Where Intellectual Property arises from research linked indirectly to the use of material provided under such agreement, the provider should be offered a time-limited opportunity to take out a revenue-generating licence.
- 12.12 The Research Institution(s) and Grant Holders must not accept funding, drugs, human tissue, materials or other support from pharmaceutical, biotechnology and other healthcare commercial companies for an activity which is funded by the Grant without The Charity's prior written consent (including The Charity's consent

to the terms thereof and any exploitation by such companies of Intellectual Property arising from such activity).

- 12.13 Neither the Research Institution(s) nor any of the Grant Holders or other members of staff involved in undertaking the Project shall enter into confidentiality agreements with any other party where that party would place restrictions on the publication of or obtaining knowledge of the results of the research Intellectual Property without obtaining the prior written approval of The Charity.
- 12.14 In order to support The Charity's obligation to ensure that the useful results of the Project research are published for the public good, the Institution is required to and hereby does permit The Charity (free of charge) the use of any copyright material created or acquired in connection with the Project except where, and only for so long as, such use involves publication of the material and any such proposed publication would be likely to:
- a) Prejudice the successful prosecution of any Patent Applications; or
  - b) Infringe the Intellectual Property rights of a third party or amount to an unauthorised disclosure of information which is subject to obligations of confidence owed to a third party.
- 12.15 Preceding each anniversary of the Grant Start Date as defined in the Grant Start Certificate, the Exploiting Party shall provide to The Charity a statement or statements setting out financial information for the preceding 12-month period ending on such anniversary in respect of each Project funded by The Charity commercialized, including Gross Income, Net Income, cumulative income, Direct Costs, Technology Transfer Fee(s), Equity, revenue shares and taxes. All such statements shall include a breakdown of the calculations on which the amounts involved were determined. The Exploiting Party shall send to The Charity the appropriate payments required in respect of such statements within 14 (fourteen) days of receipt of the proper VAT invoice(s).
- 12.16 The Exploiting Party shall keep accurate records and accounts, and The Charity shall have the right to audit these in accordance with standard UK accounting practice on request. The Exploiting Party shall provide The Charity with copies of supporting financial documentation on reasonable request. Late payments shall be subject to interest payable on demand at the rate of 4 (four) per cent above the then current Bank of England base rate. Interest shall be calculated daily and compounded quarterly from the due date to the actual date of payment inclusive.
- 12.17 The Exploiting Party must deliver at least annually an exploitation report detailing the commercialization activities for that year to The Charity.
- 12.18 The party(s) receiving information about exploitation activities from the Exploiting Party pursuant to the Agreement shall keep such information confidential. For these purposes, 'information' includes but is not limited to any data, results, inventions, intended publications, intended or pending patent applications, designs, plans, agreements, commercial and/or financial information, whether disclosed in writing or orally. However, 'information' does not include information which is already in the public domain, which is otherwise lawfully known to the receiving party at the time of disclosure, is obtained lawfully from a third party or independently developed by the receiving party, or which is required to be disclosed in order to comply with a legal requirement.

- 12.19 The Exploiting Party must notify The Charity if they receive a request for confidential 'information' about exploitation activities under the Freedom of Information Act 2000, and agree with The Charity their response in advance.
- 12.20 If the Institution wishes to use any third party to carry out its obligations with respect to this paragraph 12, then it must provide details of the proposed third party to The Charity and obtain The Charity's prior written approval to such third party carrying out exploitation activities with respect to The Charity-Funded IP.
- 12.21 The Institution shall be responsible for ensuring that the Exploiting Party complies with this Agreement, including where the Exploiting Party is its Technology Transfer Group.
- 12.22 Nothing in this paragraph shall give rise to any partnership or the relationship of principal and agent between The Charity and either of the Institution or its Technology Transfer Group.
- 12.23 Paragraph 12 shall continue to apply after the end of the Grant.

### *13. Limitations of Liability*

- 13.1 The Institution by its acceptance of the grant agrees to accept liability for the Funded Research and to indemnify The Charity for all and any expense incurred by The Charity directly or indirectly in connection with the Funded Research.
- 13.2 The Charity accepts no responsibility, financially or otherwise, for the expenditure (or liabilities arising out of such expenditure) or liabilities arising out of work funded by The Charity. The Charity will not indemnify the Institution, any Grant Holder or any other person working on the Grant (including employees, students, visiting fellows and subcontractors) against any claims for compensation or against any other claims (whether under any statute or regulation or at common law) for which the Institution may be liable as an employer or otherwise or for which any such person may be liable.
- 13.3 The Institution must ensure that all of its employees who are Grant Holders with The Charity are included within its professional liability insurance cover.

### *14. Clinical Studies and Trials*

- 14.1 The Institution is responsible for ensuring that arrangements for the management and monitoring of clinical trials meet the standards laid out in the MRC Guidelines for Good Clinical Practice in Clinical Trials and meet all legal requirements.
- 14.2 Clinical studies and trials are areas where the consequences of mismanagement could result in harm to patients and open The Charity to the possibility of adverse publicity and/or litigation. The Charity, by offering a grant to the Institution, requires the Institution to accept liability attached to the Institution's sponsorship of the work. The Charity cannot offer advance indemnity cover for subjects participating in any studies funded by the Institution with a grant from The Charity.
- 14.3 Where studies are carried out in a hospital, the hospital continues to have a duty of care to the patient being treated within that hospital, whether or not that patient is participating in a study or trial supported by the Institution with a grant from The Charity. The Charity does not accept liability for negligence on the part of



employees of hospitals. This applies whether the hospital is an NHS Trust or not, and The Charity cannot be held liable for any breach in the hospital's duty of care. Neither does The Charity accept liability for negligence on the part of employees of the Institution.

## *15. Equipment and Consumables*

- 15.1 The Institution must take responsibility for appropriate installation, maintenance, repairs and insurance for equipment purchased, incurring these costs at their own expense. In certain circumstances equipment might be subject to further conditions specified in the Award Letter.
- 15.2 If The Charity has approved the transfer of an Award to another Institution, it reserves the right to require that equipment which was included in the Award be transferred at no cost to The Charity. Equipment must not be removed from the Grant Holder's Institution without the prior written approval of The Charity.
- 15.3 Equipment is to be situated in the department in which the Principal Investigator currently works and primarily on the Project. The equipment may only be used for other research provided this in no way interferes with or delays the Project research. The Charity reserves the right to require a full or partial repayment of the Grant, should the equipment cease to be used for research into brain tumours. The Charity may request that usage of the equipment be made available to others holding Grants from The Charity at other institutions provided this in no way interferes with or delays the Project research.
- 15.4 If any equipment (including personal computers) to be used by the Grant Holders was provided by a previous grant from The Charity, either to the current Grant Holder or to any other person, The Charity will not provide funds for usage or access charges for the equipment in question.
- 15.5 At The Charity's request, a prominent label or plaque should be attached to all Equipment over a value of £5,000 showing that the equipment was provided by The Charity.
- 15.6 Consumables relate to costs associated with materials such as chemicals, reagents, commercial kits, molecular biology items and disposable products used to conduct scientific research. They do not include hardware or other scientific or non-scientific equipment. If these are required specifically for the project and funds are being requested for them, this should be clearly indicated in the Application Form.

## *16. Use of The Charity's Materials in Clinical Centres*

- 16.1 Where the Project is carried out at a clinical centre, or at an Institute which has or is affiliated to one or more clinical centres, the clinical centre(s) should, wherever possible, display The Charity's materials in patient areas. This should include, as appropriate, posters and leaflets relating to The Charity's Support and Information Service, promotional posters and HeadSmart symptoms cards. These materials will be provided to you by The Charity initially and further materials can be obtained by contacting The Charity's Head Office.

## *17. Changes to Terms and Conditions of Award for Research Grants*

- 17.1. The Charity reserves the right to amend these Terms and Conditions, and any terms and conditions in the Award Letter. Any change to the same will be notified on The Charity's website and via other means.

### *18. No Partnership or Agency*

Nothing in the Grant Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties or constitute either party the agent of the other party.

### *19. Entire Agreement*

The Grant Agreement sets out the entire agreement and understanding between the parties in respect of the subject matter of the Grant Agreement 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 Grant Agreement on the basis of any representation that is not expressly incorporated into it.

If any provisions of the Grant Agreement 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 Grant Agreement but the remainder of the Grant Agreement shall continue in full force and effect.

### *20. Notices*

Any notice given to a party under or in connection with the Grant Agreement shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post at its registered office; or
- (b) sent by fax or email to its main fax number or email address.

Any notice shall be deemed to have been received:

- (c) if delivered by hand, on signature of a delivery receipt.
- (d) if sent by pre-paid first-class post on the second day after posting.
- (e) if sent by fax on the next day after transmission.
- (f) if sent by email at the time of despatch provided that the sender holds an acknowledgment showing good delivery of the same.

This paragraph does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

### *21. Third Party Rights*

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

### *22. Law and Jurisdiction*

The Grant Agreement shall be governed by and construed in accordance with English law and the parties thereto irrevocably submit to the non-exclusive jurisdiction of the English courts.