

1. Introduction

These terms and conditions, together with the grant award letter, constitutes the contractual arrangements between the Charity, the Host Institution and the Lead/Principal Investigator.

2. Purpose and Use of the Grant

- 2.1. The grant is awarded in support of the Proposal submitted to the Charity and no material change shall be made to the Proposal without the prior written approval of the Charity.
- 2.2. It is the responsibility of the Host Institution and the Lead/Principal Investigator to ensure that the grant is used for the purposes for which it was awarded and that all parties comply with these terms and conditions.
- 2.3. Any plans to diverge from the research aims outlined in the Proposal must be agreed by the Charity in writing in advance. The Charity must be advised in writing in the event that the Research is terminated early.
- 2.4. The Charity does not act as an employer with respect to the grant. Where the grant includes financial support for the employment of staff it is the responsibility of the Host Institution to ensure that all relevant employment laws and regulations are complied with and that all staff receive appropriate training. The Charity will not be held responsible for nor indemnify the Host Institution against any claims for redundancy, compensation, dismissal or discrimination or any other claims for which the Host Institution may be liable.
- 2.5. The Research shall be conducted by personnel as set out in the Proposal (the 'research personnel'). Any changes to the research personnel must be agreed with the Charity in advance.
- 2.6. The Host Institution must notify the Charity at the earliest possible opportunity of any changes to its status or that of the research personnel that might affect its or their eligibility to hold the grant or that might reasonably have affected the Charity's decision to award the grant had the circumstances been known at the time.

3. Grant Administration

- 3.1. The Lead/Principal Investigator and the Host Institution must formally accept the grant award as outlined in the grant award letter, and such acceptance shall constitute agreement to these terms and conditions.
- 3.2. The grant must be activated within three months of the start date indicated on the grant award letter unless otherwise agreed in writing by the Charity.
- 3.3. The grant shall terminate on the date detailed in the grant award letter (the 'termination date') and any changes must be agreed in writing by the Charity.

- 3.4. The Host Institution shall notify the Charity of the names, dates of appointment and starting salaries of the research personnel and keep the Charity informed of any changes thereto.
- 3.5. The research personnel must ensure that their time commitments to commercial organisations and other non-research activities are compatible with the policies of the Host Institution and with any conditions contained in the grant award letter.
- 3.6. The amount of the grant will not be increased or extended. The Host Institution will be responsible for any expenditure on the project in excess of the grant amount.
- 3.7. Payments of the grant will be made quarterly in arrears. Requests for payment, together with all supporting documentation, must be submitted to the Charity's finance office within 10 working days of the end of each quarter (i.e. within 10 working days of 31 March, 30 June, 30 September and 31 December).
- 3.8. No part of a grant that has been awarded to cover salary payments may be used to pay bonus or other such awards.
- 3.9. All advertisements for staff funded by the grant must indicate that the Charity funds the Research. Any associated costs that cannot be met from the grant must be covered by the Host Institution.
- 3.10. In the event of a grant-funded staff member being absent on maternity, paternity, adoption or long-term sick leave, the Host Institution must inform the Charity at the earliest opportunity and advise how the post will be covered.
- 3.11. Interim and or final reports may be required. If required, final reports must be submitted within three months of the termination date and final payments will not be made until the report has been received and any grant reconciliations required have also been received.
- 3.12. No part of the grant shall be transferred to a different host institution or a new lead/principal investigator without the written permission of the Charity. In the event that the Charity agrees a transfer to a new host institution, the Charity reserves the right to require that any equipment funded by the grant is also transferred.
- 3.13. At the request of the Charity, the Host Institution and/or its external auditors shall provide written confirmation that the grant has been used for the purpose for which it was awarded and that the costs incurred meet the conditions of the grant.

4. Research Management

- 4.1. The Charity expects that all Research will be conducted according to the highest standards of rigor and integrity and to all applicable codes of practice
- 4.2. The Host Institution must have measures in place to mitigate the risk of incidences of scientific misconduct and must inform the Charity, in confidence and at the earliest opportunity, of any allegations of fraud or other misconduct and of the progress and outcome of any investigations.

- 4.3. The Charity reserves the right to carry out its own investigation into any allegation of fraud or misconduct and requires the Host Institution to provide such assistance and information as the Charity may reasonably require for that purpose.
- 4.4. The Host Institution accepts full responsibility for ensuring that all necessary legal and regulatory requirements are met and that any necessary or appropriate ethical approvals are obtained. This includes obtaining all licences and approvals.
- 4.5. The Host Institution is responsible for managing conflicts of interest and must notify the Charity of any relevant conflicts that may arise. The Host Institution must use all reasonable endeavours to ensure that the Charity is not put at risk of any breach of charity law or other applicable regulation resulting from the relationship of any of the research personnel with a commercial organisation.

5. Ethical Requirements

- 5.1. The Charity requires that any use of animals must adhere to the Guidelines for the Welfare and Use of Animals in Cancer Research as per Workman, et al. (2010: British Journal of Cancer 102,1555-1577) and supports the guiding principles of the 3Rs: Consideration must be given to all opportunities for reduction, replacement and refinement of animal involvement in the Research.
- 5.2. The ARRIVE guidelines should be considered as part of experimental design and that ARRIVE reporting guidelines must be followed for reporting all *In Vivo* experiments, wherever possible.
- 5.3. No part of the Grant may be used for research on animals not set out in the Research Proposal and approved in advance by the Charity.
- 5.4. The Host Institution must ensure that it is fully compliant with current Home Office legislation in relation to any use of animals in research.
- 5.5. Cell Culture: All research using cell culture should incorporate a specific cell line authentication protocol as part of the experimental design. Best practice for cell cultures should be followed as per UKCCCR guidelines for the Use of Cell Lines in Cancer Research (2000: British Journal of Cancer 82, 1495-1509).

6. Intellectual Property (IP)

- 6.1. The Charity and the Host Institution agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, know-how and any other intellectual property rights whatsoever owned by the Charity or the Host Institution prior to the Period of Grant shall remain the property of that party.
- 6.2. All intellectual property rights arising as a result of activity funded by the grant (the 'IP Rights') shall, in the first instance, vest in the Host Institution. The Host Institution shall be responsible for ensuring that contracts of employment

and other such terms of engagement relating to the research personnel provide for automatic and immediate vesting in the Host Institution of the IP Rights.

- 6.3. The Host Institution undertakes that it shall not enter into any arrangement with another funder, sponsor or other person or body relating to the Research, such that any third party shall have any proprietary interest in the IP Rights, without the prior written approval of the Charity.
- 6.4. The Charity is under an obligation to ensure that the useful results of research that it funds (whether in whole or in part) are applied for the public good. In some circumstances, this obligation may be best achieved through the protection of intellectual property and commercial exploitation. The Host Institution must also prioritise the delivery of public benefit, with no excessive private or personal benefit.
- 6.5. None of the IP Rights may be exploited, sold, assigned or otherwise be disposed of or purported to be disposed of, without the prior written agreement of the Charity (such agreement not to be unreasonably withheld or delayed). The Charity will only refuse the Host Institution's request where it considers that the proposed commercial exploitation would run counter to its interests and charitable objectives.
- 6.6. The Host Institution must have procedures in place for the identification, protection, management and exploitation of the IP Rights. As a condition of granting consent, the Charity will require the Host Institution to accept the standard revenue and equity sharing terms of the Charity.
- 6.7. The Charity's standard revenue and equity sharing terms include the provision that all revenue received from the commercial exploitation of the IP Rights, after legal costs, any applicable taxes and other incidental expenses incurred directly in connection with the exploitation of the IP Rights ('Net Revenue') shall be divided equally between the Charity and the Host Institution. The party responsible for the exploitation shall account to the other party for its share of the Net Revenue on a quarterly basis in pounds sterling to the bank account nominated by that party.
- 6.8. If any third parties pay costs for the Research, which are included in the total cost of any Research which is funded in whole or in part by the Grant, then the Charity's amended share of the Net Revenue shall be calculated on the same percentage as the Grant represents, as a percentage of the total costs of the Research.
- 6.9. The Host Institution must notify the Charity promptly in writing when IP Rights that may be of medical or commercial value arises from the Research, including full details of the nature and relevant commercial potential of the IP Rights.
- 6.10. The Host Institution must notify the Charity of the proposed terms of any exploitation of the IP Rights arising from the Research and provide regular updates on the progress of negotiations between the Host Institution and all relevant third parties.

- 6.11. Consideration must be given by the Host Institution to the need to protect the IP Rights prior to any publication or public presentation of Research results.
- 6.12. The Host Institution must deliver, at least annually, an exploitation report detailing the commercialisation activities for that year to the Charity, including but not limited to, details of all patent applications filed and other protection sought as well as details of any protection obtained for the IP Rights.
- 6.13. The Host Institution must arrange and hold commercialisation update meetings at least once every six months, or as otherwise agreed with the Charity.
- 6.14. If the Host Institution does not protect, manage or exploit the IP Rights arising from the Grant to the Charity's satisfaction, the Charity shall have a right but not a duty, to protect, manage and exploit the IP Rights. If the Charity decides to exercise its right, the Host Institution shall procure that its employees, students and any third parties acting on its behalf carry out all acts reasonably required by the Charity to assist the Charity in such protection, management and exploitation.
- 6.15. The Host Institution and the research personnel shall co-operate fully with the Charity on all matters relating to the IP Rights.

7. Publication, Publicity and Reporting

- 7.1. Either the Lead/Principal Investigator or the Host Institution shall submit a written report on the progress of the Research in a form agreed by the Charity at an agreed date in every year during which these terms and conditions continue in force. The Host Institution shall also provide, on request, copies of such information relating to the Research as may be requested by the Charity. Either the Lead/Principal Investigator or the Host Institution shall submit a final written report to the Charity in respect of the conduct and outcomes of the Research within three months of the termination date. Final payments will not be made until the report has been received and any grant reconciliations required have also been received.
- 7.2. The Host Institution and the Lead/Principal Investigator shall take all reasonable steps to disseminate the results of the Research in accordance with generally accepted practice. Appropriate reference must be made to the Charity and to its funding of the Research in all published material and any other documentation arising from or otherwise relating to the research.
- 7.3. Before publishing the results of any Research, the Host Institution must ensure that they have been validated in accordance with its standard procedures and that they are suitable for general publication. The Charity takes no responsibility for the validity of the results or for any statements published about them.
- 7.4. The Host Institution must provide the Charity with details of all publications arising from the Research, whether wholly or partly funded. Details should be provided at the time of submission to ensure that the Charity is kept fully informed of all results entering the public domain and has sufficient notice to

arrange any publicity. A copy of any published material should be sent to the Charity as soon as possible after publication.

- 7.5. Where the Research has involved the use of animals, the research personnel are reminded that all communications with the public and media must be transparent.
- 7.6. Where the Research has involved the use of human subjects, consideration should be given to the need for a mechanism to make those subjects aware of the results and implications for them personally before publication. The Host Institution and the Lead/Principal Investigator shall comply with the requirements of the GDPR 2018 in connection with all personal data collected as a result of the Research. Consideration must also be given to whether the publication enables individuals to gain knowledge about their personal condition that they would not otherwise have had. This should be addressed in the protocol and discussed with a Research Ethics Committee.
- 7.7. The Charity reserves the right to disclose information regarding its award of the grant to relevant regulatory authorities, HEFCs and other agencies administering governmental funding.
- 7.8. The Charity's support must be acknowledged in all oral and written reports, and any other presentation of the results of (or otherwise relating to) the Research. All such acknowledgements must state clearly that the work is funded by the Charity and, where practicable, should include the link or url to the Charity's website – www.leuka.org.uk
- 7.9. In order to safeguard and develop future voluntary income, it is essential that the Charity is well known and respected amongst the scientific community, the media, fundraisers and the general public. The Lead/Principal Investigator and/or Host Institution may be required to co-operate with the Charity in connection with any publicity or fundraising activity that arises from the Research.
- 7.10. When speaking publicly about the Research, and particularly when speaking to the media, research personnel should ensure that they are properly recognised as Charity-funded researchers. Research personnel must ensure that their personal views are not misrepresented as being attributable to the Charity.
- 7.11. The Charity reserves the right to use data and other material relating to the Research as part of its fundraising or publicity activities.

8. Fundraising and Volunteering

- 8.1. The Charity expects the Lead/Principal Investigator, the Host Institution and all research personnel to contribute as much as possible to its publicity and fundraising efforts. Such contribution might involve (but will not necessarily be limited to) hosting lab tours for major donors, speaking at fundraising events, displaying the Charity's publicity and promotional materials, writing blogs for the Charity's website, and participating in promotional films.

- 8.2. The Charity may refer to or otherwise use the Research as a means of demonstrating the impact of donated funds to supporters and potential supporters of the Charity. The Charity may use images in its promotional materials and may seek input from the Lead/Principal Investigator or the Host Institution with regard to quotes, copy or other written contributions.
- 8.3. The Charity will endeavour to give as much notice as possible when requesting contributions and expects the Lead/Principal Investigator and the Host Institution to co-operate with all reasonable requests.

9. Limitation of Liability

- 9.1. The Charity accepts no responsibility for costs or liabilities incurred in connection with the Research or any other work funded by an award from the Charity other than those specifically set out in the grant award letter and these terms and conditions.
- 9.2. The Charity will not be responsible for any costs incurred in advance of the grant being activated or after the final request for payment has been made.
- 9.3. The Host Institution hereby indemnifies the Charity against any costs, claims or liabilities suffered or incurred by the Charity as a result of any action, claim or complaint brought by any third party arising out of or in connection with the Research or any other Charity-funded work.
- 9.4. The Charity shall not be responsible for any loss arising where a grant award is deemed ineligible for HEFC or any other governmental or third-party funding.
- 9.5. The Charity is not responsible for any loss or injury arising from the use or misuse of any equipment funded by an award from the Charity.

10. Variation and Termination

- 10.1. All grants awarded are subject to the terms and conditions that apply at the time the grant is awarded and to any amendments that may be issued from time to time. The Charity reserves the right to amend these terms and conditions and the terms and conditions of the grant award letter and will notify the Lead/Principal Investigator and the Host Institution in writing of any such changes.
- 10.2. For the avoidance of doubt, in the event of a conflict between these terms and conditions and any terms and conditions outlined in the grant award letter, the provisions of the grant award letter will take precedence.
- 10.3. Neither the Host Institution nor the Lead/Principal Investigator may assign any rights or obligations in respect of the grant to any other party without the Charity's prior written consent.
- 10.4. Without prejudice to the Charity's other rights and remedies, the Charity may at its discretion withhold or suspend payment of the grant and/or require repayment of all or part of the grant if:

- 10.4.1 the Lead/Principal Investigator or the Host Institution uses the grant otherwise than as set out in the Proposal;
 - 10.4.2 unless the Charity has given its written permission to the contrary, the grant is not activated within three months of the start date indicated on the grant award letter;
 - 10.4.3 the Lead/Principal Investigator or the Host Institution provides the Charity with materially misleading or inaccurate information;
 - 10.4.4 the Lead/Principal Investigator, the Host Institution or any of the research personnel commits or committed an offence under the Bribery Act 2010, under legislation creating offences in respect of fraudulent acts, or at common law in respect of fraudulent acts in relation to any of their dealings with the Charity;
 - 10.4.5 the Host Institution ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purposes of a bona fide and solvent reconstruction or amalgamation); or
 - 10.4.6 the Lead/Principal Investigator or the Host Institution fails to comply with any of these terms and conditions and fails to rectify any such failure within thirty (30) days of receiving written notice detailing the failure).
- 10.5. The Charity may terminate the grant for any reason by giving sixty (60) days' notice in writing to the Host Institution and the Lead/Principal Investigator. Save where the grant is terminated due to a default on the part of the Lead/Principal Investigator or the Host Institution, the Charity shall reimburse properly incurred expenditure prior to the date of termination.
- 10.6. These terms and conditions are governed by English law.