

## Grant conditions revision – May 2017

Section	Original version	New version	Reason for change
3.2.1	It is the responsibility of the Host Institution <b>and Grant Holder</b> to ensure that all parties, including collaborators, supervisors, and staff employed on Breast Cancer Now Grants, comply with the Grant Conditions, and as such, the Host Institution <b>and Grant Holder</b> will at times remain liable for such parties' actions.	It is the responsibility of the Host Institution to ensure that all parties, including collaborators, supervisors, and staff employed on Breast Cancer Now Grants, comply with the Grant Conditions, and as such, the Host Institution will at times remain liable for such parties' actions.	Removes personal liability for the individual researcher. The host institution will be responsible for ensuring the compliance with the Grant Conditions of all individuals involved in the research.
4.2	4.2.1 The Host Institution is responsible for managing conflicts of interests ensuring: i. Any relationship between the Host Institution, researchers and commercial organisations shall be appropriate and not unduly benefit the commercial organisation or influence the Research. ii. Any form of remuneration by an organisation for consultancy shall be made only for the appropriate provision of advice and the exchange of ideas and shall not enable that organisation to gain inappropriate access to Intellectual Property. iii. Breast Cancer Now is notified of any conflicts which may be relevant to the Research.	4.2.1. The Host Institution shall not enter into, or permit individual Grant Holders to enter into, consultancies, third party restrictions or arrangements which may give rise to conflicts of interest with or affect the research without the prior agreement of Breast Cancer Now. 4.2.2. The Host Institution and Grant Holders must avoid any conflicts of interest in relation to the Research and notify Breast Cancer Now if any conflict of interest arises.	Clarifies that this clause covers only conflicts related to this Research.
4.3.1	The Host Institution must ensure that before the Research funded by the Grant commences and during the full Grant Period, all the necessary legal and regulatory requirements, including any necessary or appropriate ethical approval, in order to conduct the Research are met.	The Host Institution must ensure that before the Research funded by the Grant commences <b>and/or</b> during the full Grant Period, <b>as appropriate</b> , all the necessary legal and regulatory requirements, including any necessary or appropriate ethical approval, in order to conduct the Research are met.	Clarifies that it is acceptable that some approvals might be applied for only once the grant has started.
4.3.3		Additional references provided.	Provides links to further guidance about adhering to the principles of the 3 Rs.
5.1.2		<i>New text added:</i> Following the award of a Grant, Research must commence within the timescales set out in the Grant Award Letter. Failure to do so, unless otherwise agreed in writing with Breast Cancer Now, may risk	Clarifies the requirement to start within the agreed time period, which will be stated in the Grant Award Letter.

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		withdrawal of the grant from Breast Cancer Now and may require the submission of a new application.	
5.4.6	It is the responsibility of the Host Institution to cover these costs regardless of the fact that the staff member's salary is paid from a grant funded by Breast Cancer Now.	It is the responsibility of the Host Institution to cover <b>the costs of the benefits payments</b> regardless of the fact that the staff member's salary is paid from a grant funded by Breast Cancer Now.	Amended to clarify which costs are referred to.
5.6.1	Grant holders are required to submit regular reports and such reports will be requested in good time by Breast Cancer Now as detailed in the Grant Award Letter.	Grant holders are required to submit regular reports and such reports will be requested in good time by Breast Cancer Now as detailed in the Grant Award Letter <b>and accompanying Grant Management Information document.</b>	Added for clarity.
5.6.3	For Long-term Programme Grants, the Grant Holder is required to submit annual reports. Continued support of the Grant will only occur if the Science Strategy Committee deems satisfactory progress has been made, to an appropriate standard of research, and in compliance with these Grant Conditions.	For Long-term Programme Grants, the Grant Holder is required to submit annual reports. Continued support of the Grant will only occur if <b>Breast Cancer Now's research oversight body</b> , the Science Strategy Committee, deems satisfactory progress has been made, to an appropriate standard of research, and in compliance with these Grant Conditions.	Added for clarity.
5.6.5	A final report must be submitted within 3 months of the end of the Grant.	A final <b>scientific</b> report must be submitted within 3 months of the end of the Grant.	Added for clarity.
5.7.5	Equipment purchased through a Breast Cancer Now Grant is awarded to the Host Institution specifically for the purpose of the Grant Holder's Research. The Equipment must be used primarily for the approved Research during the lifetime of the Grant.	Equipment purchased through a Breast Cancer Now Grant must be specifically for the purpose of the Grant Holder's Research. The Equipment must be used primarily for the approved Research during the lifetime of the Grant. <b>Any Equipment purchased using the Grant shall be owned by the Host Institution and may be retained by the Host Institution at the end of the Grant.</b>	Amended to clarify that the university may retain the Equipment after the lifetime of the Grant.
6.1.3	If a separate agreement is put in place between Breast Cancer Now and the Host Institution to govern the ownership of and exploitation of Intellectual Property it will take precedence over these Grant Conditions in the case of any conflict.	If a separate agreement is put in place between Breast Cancer Now and the Host Institution to govern the <b>ownership, protection and exploitation</b> of Intellectual Property it will take precedence over these Grant Conditions in the case of any conflict.	Amended to clarify that the ownership of the Intellectual Property is treated separately from who benefits from the exploitation of the IP.
6.3.1 and others	New definition.	Define 'Net Revenue' and use this term in later clauses.	Amended for clarity.

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6.2.4	<p>The Host Institution shall not enter into any agreement to commercially exploit, or grant any third party the right to commercially exploit, the Research results and/or Intellectual Property Rights without first informing Breast Cancer Now (or its agent) and obtaining the written consent of Breast Cancer Now (or its agent). Breast Cancer Now (or its agent) reserves the right to refuse such consent or to grant consent subject to such terms and conditions as Breast Cancer Now (or its agent) may decide (such consent not to be unreasonably withheld).</p>	<p>6.2.4 The Host Institution may conduct its commercialisation of Breast Cancer Now funded Research results and related Intellectual Property Rights through its technology transfer partner and may assign such results and Intellectual Property Rights to its technology transfer partner solely for this purpose. Following any such assignment references to the Host Institution shall include its technology transfer partner. The Host Institution shall be responsible for ensuring that its technology transfer partner complies with the terms of this Agreement.</p> <p>6.2.5 Other than a permitted assignment under Clause 6.2.4 the Host Institution shall not enter into any agreement to commercially exploit, or grant any third party the right to commercially exploit, the Research results and/or Intellectual Property Rights without first informing Breast Cancer Now (or its agent) and obtaining the written consent of Breast Cancer Now (or its agent), such consent not to be unreasonably withheld. Breast Cancer Now (or its agent) reserves the right to refuse such consent or to grant such consent subject to such terms and conditions as Breast Cancer Now (or its agent) may decide where it considers that the proposed commercial exploitation would run counter to its interests and charitable objectives. In the event that Breast Cancer Now (or its agent) does not provide a response within 30 days to the Host Institution's request for written approval, the Host Institution will automatically have the right to proceed with such commercial exploitation.</p>	<p>These changes will allow universities to progress the review of IP with their TTO if the TTO is not part of the university. They also ensure that BCN does not unnecessarily delay or block exploitation of the IP by a university TTO.</p>
6.3.1	<p>All revenues generated through the commercial exploitation of the Intellectual Property Rights arising from Research funded by Breast Cancer Now, shall following reimbursement of costs directly incurred in protecting the Intellectual Property Rights and in carrying out the exploitation ("Net Revenues") be divided equally between</p>	<p>6.3.1 All revenues generated through the commercial exploitation of the Intellectual Property Rights arising from Research funded by Breast Cancer Now, shall following reimbursement of costs directly incurred in <b>filing, maintaining and enforcing</b> the Intellectual Property Rights ("Net Revenues") be</p>	<p>Clarifies that only the direct costs of protecting IP can be deducted from the gross revenues.</p>

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	the Host Institution and Breast Cancer Now (or its agent), regardless of which undertook the commercial exploitation.	divided equally between the Host Institution and Breast Cancer Now (or its agent), regardless of which <b>party</b> undertook the commercial exploitation.	
6.3.4	In the event that parties other than those funded by Breast Cancer Now contribute to the generation of Intellectual Property Rights, the parties shall meet to agree who should assume responsibility for such action and a revenue share which reflects the relative contributions of all parties. Successful applicants must therefore advise Breast Cancer Now of all other financial assistance to their projects.	In the event that parties other than those funded by Breast Cancer Now contribute to the generation of Intellectual Property Rights, or the Intellectual Property Rights are exploited as part of a wider portfolio of intellectual property (“IP Bundle”), Breast Cancer Now (or its agent) shall meet with the other parties to agree who should assume responsibility for exploitation and a revenue share which reflects the relative contributions of all parties. For the avoidance of doubt, it is expected that the revenue share principles described in 6.3.1 shall apply only to the portion of Intellectual Property Rights in the IP Bundle that is attributed to Breast Cancer Now funding. Breast Cancer Now Grant Holders must therefore advise Breast Cancer Now of all other financial assistance to their projects and related intellectual property rights as and when they become aware of the same.	Clarifies that where Intellectual Property Rights are being exploited as part of a “Bundle” of IP with other IP that has not been generated on a BCN funded research project, the relevant parties will meet in good faith to agree a fair revenue share.
6.3.5	The Host Institution shall render to Breast Cancer Now (or its agent) every 6 months, after a licence agreement has been signed, a statement showing all revenue derived from <b>jointly owned</b> Intellectual Property Rights and at all times keep proper books of account and records and vouchers.	The Host Institution shall render to Breast Cancer Now (or its agent) every 6 months, after a licence agreement has been signed, a statement showing all revenue derived from Intellectual Property Rights and at all times keep proper books of account and records and vouchers.	Correction ensure that this paragraph applies even when IP rights are not jointly owned.
7.1.2	Breast Cancer Now has the right, acting reasonably, to require publication to be delayed to meet reasonable requirements for the protection of Intellectual Property Rights, fundraising and other matters.	Breast Cancer Now or its agent has the right, acting reasonably, to require publication to be delayed to meet reasonable requirements for the protection of Intellectual Property Rights, fundraising and other matters. A delay imposed on submission for publication as a result of a requirement made by Breast Cancer Now shall not last longer than is absolutely necessary to seek the required protection; and therefore shall not exceed three (3) months from the date of receipt of the material by Breast Cancer	Provides clarity as the circumstances under which a publication might be delayed.

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		Now. Notification of the requirement for delay in submission for publication (“Confidentiality Notice”) must be received by the Host Institution within thirty (30) days after the receipt of the material, failing which the Host Institution shall be free to assume that Breast Cancer Now has no objection to the proposed publication.	
<b>7.1.4</b>	Grant holders are required to deposit an electronic copy of peer-reviewed, published papers arising from their Breast Cancer Now-funded work in the Europe PubMed Central database within 6 months of publication.	Grant holders are required to deposit an electronic copy of peer-reviewed, published papers arising from their Breast Cancer Now-funded work in the Europe PubMed Central database within 12 months of publication.	Update to reflect our publications policy.
<b>8.1.4</b>	Breast Cancer Now requires the Host Institution to provide a no-fault compensation scheme for participants in a Breast Cancer Now-funded clinical trial as per the relevant Local Research Ethics Committee approval.	Breast Cancer Now requires the Host Institution to maintain an appropriate insurance policy in place to cover its liability in respect of any death or personal injury caused by its conduct in a Breast Cancer Now-funded clinical trial as per the relevant Local Research Ethics Committee approval.	Amended to allow the Host Institution to determine the most appropriate way of covering its liabilities.
<b>9.1.5</b>	New clause	Breast Cancer Now reserves the right to terminate the Grant with immediate effect if the Host Institution is in breach of any of its obligations hereunder and fails to remedy such breach where it is capable of remedy within sixty (60) days of a written notice from Breast Cancer Now specifying the breach and requiring its remedy.	Clarifies that if termination is because of breach of contract by the Host Institution then there is period within which the Host Institution can attempt to rectify the breach.