

## Grant conditions

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## 1 INTRODUCTION

These Grant Conditions, together with the Grant Award Letter and the Funding Policies, set out the Terms and Conditions on which the Grant is made by Breast Cancer Now to the Host Institution and Grant Holder. Funding Policies are available on the Breast Cancer Now's website ([www.breastcancernow.org](http://www.breastcancernow.org)). These Grant Conditions are relevant to Applicants for and holders of Breast Cancer Now Grants, to heads of institutions or departments applying for or receiving a Breast Cancer Now Grant, to those responsible for the organisation and financial administration of a Grant (Administrative Authority) and to the Host Institution's Technology Transfer or Industrial Liaison Office. It is particularly important for the Grant Holder and those taking administrative responsibility for a Grant to read and understand these Grant Conditions and retain them for reference during the tenure of the Breast Cancer Now Grant.

We are grateful to Cancer Research UK for support in developing these Grant Conditions and for their agreement to reproduce or adapt several clauses for Breast Cancer Now's purposes.

## 2 DEFINITIONS

Administrative Authority	The party, normally the Finance Department of the Host Institution, responsible for the organisation and financial administration of the Grant
Applicant	Named individual on Grant applications seeking funding, which may include a Lead Applicant and named Co-Applicants.
Breast Cancer Now	Breast Cancer Now, a registered charity in England and Wales (1160558) and in Scotland (SC045584) and a company limited by guarantee registered in England and Wales No. 09347608 whose registered address is Fifth floor, Ibex House, 42-47 Minories, London EC3N 1DY
Bullying	has the meaning set out in Breast Cancer Now's Bullying and Harassment Policy (Research), as may be published from time to time.
Commercial Evaluation	A review undertaken to understand and evaluate a particular research project being funded by Breast Cancer Now in order to assess its commercial exploitation potential.
Commercialising Party	The Party responsible for commercial exploitation.
Directly Allocated Costs	The cost of resources used by a project that are shared by other activities. They are charged to projects on the basis of estimates rather than actual costs and do not represent actual costs on a project by project basis e.g. electricity, water.
Equipment	The equipment required to conduct the Research.

Funded Intellectual Property	All present and future inventions discoveries, materials (including biological and chemical materials), technologies, products, data, algorithms, software, patents, databases, copyright, confidential information and other intellectual property and know-how arising from the Research and all other rights or forms of protection of a similar nature having equivalent effect anywhere in the world.
Funded Materials	Biological and chemical materials arising from Results.
Grant	The funding made pursuant to and described in the Grant Award Letter.
Grant Award Letter	The letter from Breast Cancer Now to the principal Grant Holder confirming the Grant and specifying the amount of the Grant, the Grant Period and the budget.
Grant Holder	Named individual who is the recipient of a Grant as specified in the Grant Award Letter.
Grant Period	The duration of the Grant, as stated on the Grant Award Letter.
Harassment	has the meaning set out in Breast Cancer Now's Bullying and Harassment Policy (Research), as may be published from time to time.
Host Institution	The employer of the staff undertaking the Research and the administrative recipient of the Grant.
Indirect Costs	Non-specific costs charged across all projects based on estimates that are not otherwise included as Directly Allocated Costs. They include the costs of the Host Institution's administration such as human resources, finance, library and departmental services.
Institution Sanctions	The sanctions Breast Cancer Now may take against a Host Institution if the circumstances set out in Clause 4.1.7 should arise. These sanctions are set out in full in Paragraph 6B in Breast Cancer Now's Bullying and Harassment Policy.
Intellectual Property Rights	All present and future rights arising from inventions, discoveries and other developments resulting from the Research undertaken as a result of Breast Cancer Now funding including (without limitation) patents, design rights, copyright, database rights, moral rights, trademarks, service marks, know-how, confidential information and all other rights or forms of protection of a similar nature having equivalent effect anywhere in the world.

Know-how	All information which is not in the public domain including that comprised in or derived from data, disks, tapes, manuals, source codes, flow-charts, catalogues and instructions.
Long-term Programme Grant	Substantial grants awarded on a 5-yearly basis with annual funding releases.
Misconduct Incident	Has the meaning set out in Clause 4.1.4
Party or Parties	Breast Cancer Now (or its agent) and/or the Host Institution as appropriate
Policies	<ol style="list-style-type: none"> <li>1. Breast Cancer Now's Animals in Research Policy</li> <li>2. Breast Cancer Now's Open Access Policy</li> <li>3. Breast Cancer Now's Publication, Publicity, Communication and Engagement Policy</li> <li>4. Breast Cancer Now's Bullying and Harassment Policy (Research)</li> <li>5. Breast Cancer Now's Policy on Research Misconduct and Fraud</li> <li>6. Breast Cancer Now's Conference Attendance Guidelines</li> </ol> <p>all as can be found in the <a href="#">Policies section</a> of the <a href="http://Breastcancernow.org">Breastcancernow.org</a> website.</p>
Premises	All facilities where the Research is conducted.
Principal Investigator	Named individual who is leading the Research. In most cases this will be the Grant Holder.
Research	The research and investigation which is the subject of the Grant.
Research misconduct	"behaviour or actions that fall short of the standards of ethics, research and scholarship required to ensure that the integrity of research is upheld," as further described in Breast Cancer Now's Policy on Research Misconduct and Fraud, as may be published from time to time.
Response-mode Grant	Grants which were awarded through an open call or a commissioned research funding stream.
Sanctions	Those sanctions set out in Paragraph 6A of Breast Cancer Now's Bullying and Harassment Policy, as may be updated from time to time.
Statement of Grant Expenditure	A document detailing the expenditure on the Grant against certain budget headings. These are used to reconcile the actual expenditure on the Grant with the payments made to the Grant Holder.

### **3 RESPONSIBILITIES IN RESEARCH PRACTICE**

#### **3.1 Employment**

- 3.1.1 Breast Cancer Now does not act as the employer of the staff undertaking the Research, and therefore, in all cases where money is provided by the Grant for the employment of staff, the Host Institution is responsible and liable for the issue of contracts and all associated duties and responsibilities of an employer.
- 3.1.2 Breast Cancer Now will not be liable for any claims under any statute or at common law, nor will it indemnify the Host Institution against any claim for redundancy, compensation, dismissal or discrimination or any other claims for which the Host Institution or any permitted sub-contractor of the Host Institution may be liable as an employer or otherwise.
- 3.1.3 Breast Cancer Now requires that the Host Institution ensures that all permanent and temporary staff and students employed or involved in work funded by the Grant receive training appropriate to their duties, in accordance with any applicable legal or regulatory requirements. This includes management and leadership training and development for all Breast Cancer Now-funded staff with managerial responsibilities.
- 3.1.4 All clinical staff appointed on Grants should hold honorary NHS clinical contracts or honorary university contracts at the appropriate level for the duration of the Grant. The Host Institution is responsible for ensuring all clinical staff have the necessary professional registration and occupational health clearance. Breast Cancer Now accepts no liability for any claim arising out of matters relating to compliance with regulations set out by their professional governing body.
- 3.1.5 The Host Institution must ensure that appropriate Premises are available to house the staff undertaking the Research, and that all Equipment used in the Research is fully maintained, kept in an appropriate and safe state of repair and properly serviced for the duration of the Grant, and covered by the Host Institution's insurance policies. The Host Institution must comply with and perform all obligations and duties at law (including all health and safety legislation) in respect of the Premises.
- 3.1.6 Breast Cancer Now requires the Host Institution, as the employer, to identify any risks which could affect the health of new and expectant mothers and to have taken actions necessary as a result of identifying any risks.

## 3.2 Project Management

- 3.2.1 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.
- 3.2.2 The Host Institution must hold appropriate policies of insurance including, but not limited to, professional indemnity, public liability, and employer's liability and shall maintain such insurance policies throughout the Project and any commercialisation of the Results.
- 3.2.3 The Host Institution must ensure proper financial management of Grants and accountability for the use of public funds.
- 3.2.4 The Host Institution must ensure that the Grant is used for the purposes for which it was awarded. Any plan to diverge from the objectives outlined in the original Grant application requires prior written agreement from Breast Cancer Now. In the event the Research is terminated early, Breast Cancer Now must be notified in writing.
- 3.2.5 The Host Institution must ensure that adequate resources are provided to support the activities and timeframe described in the Grant Award Letter.
- 3.2.6 The Host Institution must notify Breast Cancer Now if there is any change in its status, or of staff undertaking the Research, that may affect its eligibility to hold the Grant. Any legal successor body must confirm written acceptance of Breast Cancer Now's Grant Conditions.
- 3.2.7 The Host Institution will inform Breast Cancer Now promptly of any pre-existing arrangements which may lead to a breach of the Grant Conditions. The Host Institution shall not enter into, or permit any person involved with the Research to enter into, consultancies, third party restrictions or arrangements which may either adversely affect the Research or Breast Cancer Now, or affect any Intellectual Property Rights arising from the Research, without the prior written agreement of Breast Cancer Now.
- 3.2.8 Breast Cancer Now acknowledges that the Host Institution may be subject to the Freedom of Information Act 2000. If the Host Institution receives a "Request for Information" in respect to any part of the Grant, the Host Institution must notify and consult with Breast Cancer Now on the response to the request.
- 3.2.9 The Host 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. All clinical trials must have the agreement of an appropriate sponsor before funding will be awarded.
- 3.2.10 The Host Institution must ensure that the Grant Holder assists Breast Cancer Now in responding to any reasonable questions raised by

Breast Cancer Now in undertaking financial and performance monitoring of the Research.

3.2.11 Breast Cancer Now must receive advance notification of any changes to personnel on Response-mode Grants.

3.2.12 For all Grants, any changes to the Principal Investigator must be approved in writing by the Grant Holder and by any co-applicants, and must be agreed in writing by Breast Cancer Now.

## 4 GOOD SCIENTIFIC PRACTICE

### 4.1 Bullying and harassment, research misconduct, and fraud

4.1.1 The Host Institution must use best endeavours to mitigate against the risk of incidences of [bullying, harassment, research misconduct and/or fraud](#) occurring during the term of the Grant.

4.1.2 The Host Institution must have in place formal written procedures for the handling of allegations of bullying, harassment, research misconduct and/or fraud should they arise. The procedure(s) must be made available to Breast Cancer Now upon request.

4.1.3 Breast Cancer Now reserves the right to investigate any aspect of alleged fraud or misconduct itself as it reasonably sees fit and the Host Institution shall provide assistance and information to Breast Cancer Now for that purpose.

4.1.4 The Host Institution and the Grant Holders hereby confirm that, at the time of submission of the relevant grant application, neither the principal investigator nor supervisor(s), co-investigator(s), nor any named research staff member employed by the Host Institution is the subject of any live allegation or investigation in relation to bullying, harassment, research misconduct or fraud ("**Misconduct Incident**").

4.1.5 The Host Institution hereby agrees that it will promptly notify Breast Cancer Now in writing if a Misconduct Incident arises during the term of the Grant and will keep Breast Cancer Now appropriately informed of developments in relation to the same. The notification should be made using the form set out in Schedule 1 of Breast Cancer Now's Bullying and Harassment Policy. Breast Cancer Now agrees to keep all information it receives under this clause 4 as strictly confidential, except where disclosure is required by law or where the Host Institution gives written consent to such disclosure.

4.1.6 Where allegations in relation to a Misconduct Incident are investigated and upheld, Breast Cancer Now reserves the right to impose appropriate sanctions, which may include (but are not restricted to):

- (i) Request for removal of staff from a particular project;
- (ii) Request for retraction of published material;
- (iii) Monitoring of future work;

- (iv) Withdrawal of funding;
- (v) Termination of Grant; and
- (vi) (only if the allegations relate to harassment or bullying) carry out any of the Sanctions.

4.1.7 Where Breast Cancer Now reasonably believes that any of the following circumstances apply, Breast Cancer Now may take out Institution Sanctions against the Host Institution:

4.1.7.1 the Host Institution has failed to respond to a bullying and/or harassment complaint promptly and objectively;

4.1.7.2 there has been institutional-level failure to instigate or complete disciplinary procedures;

4.1.7.3 there has been a serious failure at the Host Institution to effectively ensure appropriate workplace conduct standards are observed.

4.1.8 In applying for and accepting a grant under these Grant Conditions, the Host Institution and the Grant Holders each agree to comply with the Policies, as may be updated and notified to the Host Institution from time to time.

## 4.2 Conflicts of Interest

4.2.1 The Host Institution shall not enter into, or permit individual Grant Holders to enter into, consultancies, directorships, 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.

## 4.3 Ethical and Legal Frameworks

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. This includes obtaining all necessary licences and approvals. The Host Institution accepts full responsibility for ensuring that any such approvals are in place at all relevant periods of the Grant.

4.3.2 The Grant Holder and the staff undertaking the Research must ensure all studies involving animals is fully compliant with current Home Office legislation and adhere to the Guidelines for the Welfare and Use of Animals in Cancer Research as set out by Workman et al (2010) (British Journal of Cancer 102, 1555-1577).

- 4.3.3 The Grant Holder and staff undertaking the Research must ensure that they comply with [Breast Cancer Now's Animals in Research Policy](#), and most importantly giving due consideration to the refinement, reduction or replacement of the animals. There are resources available from the website of the National Centre for the Replacement, Refinement and Reduction of Animals in Research (<http://nc3rs.org.uk/3rs-resources>).

#### 4.4 Cell Line Authentication

- 4.4.1 All researchers using cell culture must incorporate a specific cell line authentication protocol into their experimental framework, following the general principles of [Good Research Practice \(MRC, 2012\)](#) as well as best practice for cell culture procedures (Guidelines for the Use of Cell Lines in Cancer Research, UKCCCR (2000) *British Journal of Cancer* 82(9), 1495–1509).

## 5 GRANT ADMINISTRATION

### 5.1 Grant Award

- 5.1.1 The Host Institution, proposed Grant Holder and Administrative Authority must formally accept the Grant by returning a signed copy of the Grant Acceptance Form, thereby agreeing to adhere to these Grant Conditions. 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 withdrawal of the grant from Breast Cancer Now and may require the submission of a new application.
- 5.1.2 No money will be paid until the Grant has been formally accepted by the submission of the Grant Acceptance Form and if applicable the Grant Start Date Form and Staff Notification Form. Breast Cancer Now must be informed of any proposed changes to the Grant start date.
- 5.1.3 Breast Cancer Now does not pay Directly Allocated Costs unless specifically and clearly identified in the Grant Award Letter. Breast Cancer Now does not pay any Indirect Costs unless set out in a specific agreement with the Host Institution.
- 5.1.4 Breast Cancer Now will provide a Grant to fund the Research (the name of which will be shown in the Grant Award Letter), in accordance with the agreed budget, subject to the necessary money being available when payment falls due. All expenditure must be in accordance with the agreed budget, as set out in the application form and Grant Award Letter.
- 5.1.5 All amounts specified to be covered by Grants are stated *inclusive* of any Value Added Tax (VAT) which may be payable.
- 5.1.6 The law and practice of VAT is subject to change and Breast Cancer Now can take no responsibility for reliance made on comments on VAT matters in this document.

- 5.1.7 The Host Institution will be responsible for any expenditure on the Grant in excess of the funding stipulated in the Grant Award Letter.

## **5.2 Grant Extensions**

- 5.2.1 Requests for no-cost extension spending periods beyond the agreed end date of the Grant may be approved in writing where there are no financial implications for Breast Cancer Now and the scientific reasons for the request are justified. The reasons that Breast Cancer Now may approve a no-cost extension spending period of a Grant may include (but are not limited to):

- (i) covering maternity, paternity, adoption or sick leave,
- (ii) covering up to a maximum of twelve months where there have been gaps in the employment of staff, or
- (iii) covering up to a maximum of twelve months to complete the Research.

- 5.2.2 Any extension to the Grant Period must be applied for in writing not less than 3 months prior to the Grant end date.

## **5.3 Grant Management – Payments**

- 5.3.1 Breast Cancer Now reserves the right to recover any unspent funds at the end of each Grant Period.

- 5.3.2 Unless otherwise agreed, the payment of the Grant will be made by Breast Cancer Now to the Host Institution quarterly in arrears, providing that these Grant Conditions are being met and on the receipt of an invoice and expenditure breakdown form from the Administrative Authority.

- 5.3.3 The first payment of the Grant shall not be made until Breast Cancer Now is in receipt of the signed Grant Acceptance Form and if applicable the Grant Start Date Form.

- 5.3.4 Breast Cancer Now will not be responsible for claims for outstanding payments submitted more than 3 months after the Grant end date.

- 5.3.5 Virement between budget headings is not permitted without prior written agreement.

- 5.3.6 The Host Institution shall return to Breast Cancer Now any funds which have been provided by Breast Cancer Now in error or which have been paid for any element of the Grant for which there is an underspend.

- 5.3.7 The Grant is awarded in pounds sterling. Any payments of the Grant shall be made in sterling. Any conversion of the Grant to another currency shall be the responsibility of the Host Institution and at the cost of the Host Institution. Breast Cancer Now is not responsible for any losses incurred through fluctuations in the exchange rate.

## **5.4 Grant Management – Salary Allocation**

- 5.4.1 Salary allocation may be used to fund salary, the employer's national insurance contribution, and an employer's pension contribution which will not be higher than the rate used by the USS or NHS scheme. It must not be used to offset any prior under funding of the pension scheme.
- 5.4.2 Staff may be appointed within the pay model applied by the host institution. The level at which staff are appointed should be in accordance with the Host Institution's normal procedures, provided the salary awarded for each post is not exceeded.
- 5.4.3 Salary allocation may not be used for any bonus or merit awards.
- 5.4.4 All agreed budget for salary allocation should include expected costs of salary rises over the Grant Period.
- 5.4.5 All advertisements for staff who are to be funded from a Breast Cancer Now Grant must indicate that the Research is funded by Breast Cancer Now. The Host Institution is responsible for advertising posts and must meet the costs associated with recruitment.
- 5.4.6 In the event of maternity, paternity, adoption or sick leave being taken, salary allocation may only be used as cover for the vacant position, rather than for benefit payments for the staff member taking an extended period of leave. It is the responsibility of the Host Institution to cover the costs of the benefits payments regardless of the fact that the staff member's salary is paid from a grant funded by Breast Cancer Now.
- 5.4.7 The Grant Holder must notify Breast Cancer Now when the situation for an extended period of leave arises.
- 5.4.8 If the person on an extended period of leave is the only staff member employed through the Grant, Breast Cancer Now may agree in writing to put the Grant into a period of abeyance and allow any unused funds to be used to extend the Grant.

## **5.5 Grant Management – Financial Reconciliations**

- 5.5.1 For Long-term Programme Grants, Host Institutions must submit regular Statements of Grant Expenditure, the timings of which will be detailed further in the Grant Award Letter. The submission of the final Statement of Grant Expenditure for that Grant year indicates the close of the Grant, where no more invoices or claims can be submitted or processed. Breast Cancer Now reserves the right to settle and process payments as it reasonably sees fit if the Host Institution does not respond to any queries within one calendar month.
- 5.5.2 For Long-term Programme Grants, Breast Cancer Now reserves the right to withhold payment for future years until the previous year has been reconciled.

- 5.5.3 For Response-mode Grants, the final quarter of the Grant will be withheld if the final report has not been received by Breast Cancer Now. Grant holders will be sent reminders of when final reports are due. Failure to submit a report within the specified time frame will result in the closure of the grant without access to remaining funds.
- 5.5.4 Where any amounts paid by Breast Cancer Now exceed the amounts justified or the Grant has not been used in accordance with the Grant Conditions, Breast Cancer Now will recover the sum in question on whatever terms it may specify. Breast Cancer Now may recover sums owed to it by offsetting them against any other sums (including other Grant payments) owed to the Host Institution.
- 5.5.5 Breast Cancer Now accepts no responsibility for and will not meet the costs of any overspend on the allocated funding unless prior written authorisation has been given.
- 5.5.6 For Long-term Programme Grants, the Principal Investigator will update the financial details each year before the Grant Award Letter for the next instalment is issued.
- 5.5.7 For Long-term Programme Grants, Breast Cancer Now may agree to carry forward savings into subsequent Grant years, but this may only be done with the written agreement of Breast Cancer Now and before the final Statement of Grant Expenditure for that particular year has been reconciled. Once reconciled, no savings may be carried forward into subsequent instalments. After completion of the final reconciliation of a Grant no savings can be held even if a new period of support has been awarded for the same project or one following from it. The only exception would be when a Grant is formally extended by Breast Cancer Now, in which case the final reconciliation would be deferred until the end of the extension.
- 5.5.8 At the request of Breast Cancer Now, 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.
- 5.5.9 If requested, the Host Institution shall also make the necessary arrangements to enable Breast Cancer Now and its agents to visit the Host Institution to discuss the administration and accounting of its Grants and, if necessary, to conduct its own audit of any Breast Cancer Now Grant account at the Host Institution or the activities funded. For this purpose, Breast Cancer Now and its agents and advisors may inspect and take copies of all relevant books of accounts and records. Where elements of expenditure under the Grant have been subcontracted, the Host Institution should ensure that the right of access extends to the accounts, records, Equipment and facilities of any such subcontractor relevant to the management of the Grant. This does not presuppose malpractice or fraud, but Breast Cancer Now will use any information obtained of such matters to ensure the application of correct procedures or, if necessary, terminate the Grant forthwith.

## **5.6 Grant Management – Grant Reporting**

- 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 and accompanying Grant Management Information document.
- 5.6.2 In line with our Publication, Communication and Engagement Policy, Breast Cancer Now reserves the right to use data or other material from such reports as part of its fundraising or publicity activities, and as part of submissions to the National Cancer Research Institute (NCRI) and the Association of Medical Research Charities (AMRC) and to share information with Breast Cancer Now's TTO. Therefore commercially sensitive or confidential information should not be included in these reports. Any confidential part of a report may be submitted separately to the Research Funding Team at [grants\\_admin@breastcancernow.org](mailto:grants_admin@breastcancernow.org).
- 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 Breast Cancer Now's research oversight body, the Science Strategy Committee, deems satisfactory progress has been made, to an appropriate standard of research, and in compliance with these Grant Conditions.
- 5.6.4 For Response-mode Grants, any reports submitted are not subject to annual review but are instead used for research communications and portfolio evaluation purposes.
- 5.6.5 A final scientific report must be submitted within 3 months of the end of the Grant.

## **5.7 Grant Management – Equipment**

- 5.7.1 For Long-term Programme Grants, costs for Equipment may be claimed at any time during the Grant year. The Equipment must be of the same type from that awarded and copies of relevant invoices must be provided to process the claim.
- 5.7.2 All items of Equipment must be purchased by the Host Institution.
- 5.7.3 Breast Cancer Now will not accept claims for Equipment of a different type from that awarded unless prior written permission has been given.
- 5.7.4 The Host Institution must ensure that it has in place clearly defined procedures for the procurement of Equipment and that Equipment funded by the Grant is acquired by the Host Institution in accordance with these procedures. Breast Cancer Now will not accept any liability to pay VAT due to any failure of the Host Institution to claim relief on qualifying Equipment.
- 5.7.5 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. 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.

- 5.7.6 Breast Cancer Now will not pay any access charges for use of Equipment funded by a Breast Cancer Now Grant.
- 5.7.7 Subject to prior written permission from Breast Cancer Now and the Host Institution, Equipment may be moved for use at another Breast Cancer Now funded location.
- 5.7.8 The Host Institution must ensure that the Equipment funded by the Grant is appropriately insured and maintained throughout its useful life. Breast Cancer Now will meet any agreed maintenance costs for awarded Equipment for the period of the Grant.
- 5.7.9 If any Equipment funded under the Grant is lost, damaged or destroyed during the life of the Grant, the Host Institution will be required to repair or replace it at its own cost.

## **5.8 Grant Management – Transfer of Response-mode Grants**

- 5.8.1 For Response-mode Grants, should the Grant Holder move to another institution in the UK, which is able to support the Research during the remainder of the Grant, prior written permission from Breast Cancer Now is required to enable transfer of Grant funding to the alternative institution. The new Host Institution/Grant Holder must agree to abide by the Grant Conditions.
- 5.8.2 For Response-mode Grants, if the Grant Holder transfers to another institution during the Grant Period, Breast Cancer Now reserves the right to require that the Equipment funded by the Grant is transferred with him/her.
- 5.8.3 For Response-mode Grants, if the Grant Holder does not wish to transfer the Grant and the Host Institution believes that the work can be satisfactorily continued with alternative supervision, written permission from Breast Cancer Now must be obtained before any changes are implemented.

## **5.9 Withholding, suspending and repayment of the Grant**

5.9.1 Breast Cancer Now's intention is that the Grant will be paid to the Host Institution in full. However, without prejudice to Breast Cancer Now's other rights and remedies, Breast Cancer Now may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:

- (i) The Grant Holder and/or Host Institution use the Grant for purposes other than for the Research;
- (ii) Breast Cancer Now receives any complaint about the use of the Grant which Breast Cancer Now reasonably considers

- needs to be investigated, in which case payments may be suspended wholly or in part until the investigation is completed;
- (iii) In Breast Cancer Now's reasonable opinion, the Host Institution makes material changes to its purposes, structure or ownership so as to prejudice the successful outcome of the Research;
  - (iv) The Grant Holder and/or Host Institution are delivering the Research in a negligent manner or are acting in breach of any applicable law;
  - (v) The Host Institution breaches clause 4.1.5;
  - (vi) Allegations relating to a Misconduct Incident are upheld against a Grant Holder as set out in clause 4.1.6
  - (vii) a Misconduct Incident is handled in a way which materially breaches Breast Cancer Now's Bullying and Harassment Policy or Policy on Research Misconduct and Fraud (whichever is applicable);
  - (viii) The Host Institution becomes insolvent or is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it entered into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due, or ceases to operate for any reason, or a winding up or dissolution resolution or order is passed in relation to it, or it dissolves (other than for the purpose of a bona fide and solvent reorganisation or amalgamation);
  - (ix) 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.

## 6 INTELLECTUAL PROPERTY

### 6.1 Intellectual Property Rights

- 6.1.1 **Aims:** Breast Cancer Now's aim is to exploit the outcome of its research so that the understanding, diagnosis and treatment of breast cancer and related diseases are maximised. Neither the Host Institution nor Breast Cancer Now (nor its agents) shall be under any obligation to protect Intellectual Property and materials where, in the party's reasonable opinion, this is not deemed the optimal method of achieving Breast Cancer Now's aim.
- 6.1.2 **Ownership:** Subject to clause 6.1.3, or unless otherwise agreed between Breast Cancer Now and the Host Institution, all rights in the Funded Intellectual Property shall in the first instance, vest in the Host Institution. The Host Institution shall ensure that the contracts of employment or other terms of engagement of the Grant Holder provide for automatic and immediate vesting in the Host Institution of Funded Intellectual Property.
- 6.1.3 **Out of scope:** If a separate agreement is put in place between Breast Cancer Now and the Host Institution to govern the ownership, protection

and exploitation of Intellectual Property Rights it will take precedence over these Grant Conditions in the case of any conflict.

- 6.1.4 **Commercialisation Lead:** The process for the commercial exploitation for Research varies according to when the Grant Award Letter was issued. Grants awarded under a Grant Award Letter issued prior to 31 December 2021, shall be referred to as a “**HI Lead Grant**” and the Host Institution shall have the first option to act as Commercialising Party. Grants awarded under a Grant Award Letter issued on or after 1 January 2022, shall be referred to as a “**BCN Lead Grant**” and Breast Cancer Now shall have the first option to act as Commercialising Party. The commercialisation of BCN Lead Grants shall be led by Breast Cancer Now’s appointed Technology Transfer Office (TTO) acting as its agent. Unless otherwise specified the provisions of clause 6 will apply to both HI Lead Grants and BCN Lead Grants.
- 6.1.5 **Identifying commercial exploitation opportunities:** The Host Institution shall allow Breast Cancer Now (or its agent) to visit, meet and discuss with Grant Holders the results of the Grant Holders’ Research and for the purposes of carrying out a Commercial Evaluation. For HI Lead Grants, such visits will take place no more than once each year during regular business hours, and with at least 6 weeks’ notice, unless all parties agree otherwise. For BCN Lead Grants there shall be no limit on frequency and reasonable notice will be given. All information arising from such visits, meetings and discussions will be kept confidential in order not to compromise the ability to pursue commercial exploitation. Breast Cancer Now (or its agent) may conduct a Commercial Evaluation at its sole discretion.
- 6.1.6 **Notifying the other party of commercial exploitation opportunities.** For HI Lead Grants, it is the responsibility of the Host Institution and/or the Grant Holder to regularly review any results produced from or arising during the course of the Research, carry out a Commercial Evaluation and identify and inform Breast Cancer Now (or its agent) of any Funded Intellectual Property that could be commercially exploited. For BCN Lead Grants if, in the opinion of Breast Cancer Now (or its agent), any results of Research are protectable or have a potential for commercial exploitation then Breast Cancer Now (or its agent) will inform the Host Institution. In any event, both the Host Institution or Breast Cancer Now (or its agent) will promptly notify the other of any opportunities they become aware of for the Funded Intellectual Property to be commercially exploited or otherwise translated to deliver patient benefit.
- 6.1.7 **Publication** Publication or any other form of public presentation of the results must follow the process set out in Clause 7 in order to protect the Funded Intellectual Property.
- 6.1.8 **Alternative Commercialising Party.** Where a party declines to exploit, abandons its exploitation or does not exploit within a reasonable (which shall be determined by the parties) time, its rights as Commercialising Party pursuant to clause 6.1.4 it shall be referred to as a declining party and:

- (i) The declining party shall notify the other party without undue delay;
- (ii) The other party shall be entitled to act as Commercialising Party in respect of that Research;
- (iii) Where the Host Institution is the declining party, it shall take all necessary steps to ensure Funded Intellectual Property is protected in accordance with clause 6.2 ;
- (iv) Where Breast Cancer Now is the declining party it shall ensure that its agent will assign or licence to the Host Institution the relevant rights in any Funded Intellectual Property previously assigned or licenced to it; and
- (v) If neither the Host Institution nor Breast Cancer Now elects to act as Commercialising Party, the inventor(s) may request the consent of Breast Cancer Now for the transfer or licence of the necessary rights in Funded Intellectual Property to him/her, such consent not to be unreasonably withheld.

Provided always that the revenue derived from the Funded Intellectual Property shall be shared in accordance with the terms of Clause 6.3, irrespective of who is the Commercialising Party.

- 6.1.9 The Commercialising Party shall provide the other Party with a written report on its efforts to exploit the Funded Intellectual Property at least once per calendar year.

## 6.2 Protection of Funded Intellectual Property

- 6.2.1 **Where HI is Commercialising Party**, the Host Institution may conduct its commercialisation of Funded Intellectual Property through its technology transfer partner and may assign such Funded Intellectual Property 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.
- 6.2.2 **Where BCN is Commercialising Party**: The Host Institution shall, in consultation with Breast Cancer Now (or its agent) take the steps necessary to protect the Funded Intellectual Property as is reasonable to do with regard to commercial considerations, however it shall not make (or permit others to make) any application for registered protection (including a patent) in connection with Funded Intellectual Property without the prior written consent of Breast Cancer Now (or its agent). For HI Lead Grants, where possible the Host Institution will provide to Breast Cancer Now copies of any commercial licences or similar exploitation agreements where the Host Institution is the Commercialising Party to enable the TTO to monitor such Funded Intellectual Property for scientific and commercial development.
- 6.2.3 Where Breast Cancer Now (or its agent) is the Commercialising Party the Host Institution will, on request, enter into an appropriate agreement to assign or licence the relevant Funded Intellectual Property to Breast Cancer Now (or its agent) and take such other reasonable actions and

provide such other agreements, documents, information and assistance as may be required for the purposes of the protection and commercial exploitation of the Funded Intellectual Property. Where, Breast Cancer Now is the Commercialising Party, its agent may negotiate, conclude and enter into agreements for the purposes of exploiting the Funded Intellectual Property without further reference to the Host Institution.

- 6.2.4 Other than a permitted assignment under Clause 6.2.1 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 Funded Intellectual Property 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.

### **6.3 Intellectual Property Revenues**

- 6.3.1 All sums received in relation to the commercial exploitation of the Funded Intellectual Property by the Host Institution or by Breast Cancer Now (or its agent), shall following reimbursement of Direct Costs (as defined below) (“Net Revenues”) be divided equally between the Host Institution and Breast Cancer Now (or its agent), regardless of which party undertook the commercial exploitation.

“Direct Costs” shall mean all reasonable costs incurred by Breast Cancer Now (or its agent) or the Host Institution (as applicable) in prosecuting, maintaining, enforcing, defending and exploiting the Funded Intellectual Property including but not limited to:

- (i) official patent filing and renewal fees;
- (ii) patent agents’ costs, legal fees and expenses and other third party advisory and consultancy fees and expenses;
- (iii) travel and out-of-pocket expenses;
- (iv) time spent and accounted for by the Commercialising Party’s technology transfer office (if any in the case of the Host Institution) in carrying out the Technology Transfer Services on a specific project by project basis at cost.
- (v) courier charges and third party printing costs;
- (vi) sums expended by the TTO in the development of the Funded Intellectual Property over and above any payments made by Breast Cancer Now to the Host Institution in its sponsorship of the research programme giving rise to such Funded Intellectual Property, and which is not recoverable from a third party; and

- (vii) any non-recoverable taxes or charges (including non-recoverable VAT) which may be imposed; and
  - (viii) any other similar costs and expenses.
- 6.3.2 Breast Cancer Now's (or its agent's) right to a share of the Net Revenue available shall last for the full period for which such revenues are received.
- 6.3.3 The Commercialising Party will account to the other Party for its share of Net Revenue annually on or before 30 November, in pounds sterling, to the bank account nominated by such other Party from time to time. The Commercialising Party will provide the other Party with an annual written statement detailing the Gross Revenue received during the year to 31 October and a breakdown of all the Direct Costs deducted, unless no Gross Revenue is received during that year.
- 6.3.4 The Host Institution shall be solely responsible for rewarding the inventors and any departments in which the researchers are situated out of the Host Institution's share of the Net Revenues.
- 6.3.5 In the event that parties other than those funded by Breast Cancer Now contribute to the generation of Funded Intellectual Property, or the Funded Intellectual Property is 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. By way of example only, where the Grant accounts for 40% of the total grant funding used to support the Research, Breast Cancer Now will be entitled to 20% of Net Revenue.
- 6.3.6 The Commercialising Party will keep full and complete financial records documenting all Net Revenue and shall make such records available to the other Party for inspection on receipt of reasonable notice.
- 6.3.7 Breast Cancer Now (or its agent) shall have the right to inspect the books and records of the Institution, which relate to inventions. Such inspections will take place no more than once each year during regular business hours, and with at least 6 weeks' notice, unless all parties agree otherwise (save that notice shall not be necessary in the case of an emergency).

## 7 PUBLICATION, PUBLICITY, REPORTING AND ENGAGEMENT

### 7.1 Publication

- 7.1.1 Breast Cancer Now requires researchers to disseminate the results of the Research, for example by publication and by presenting at meetings.
- 7.1.2 Breast Cancer Now must be notified in good time (and in any event at least thirty (30) days) before either presentation or publication of any results of Research, whether patentable or not, which appear to be suitable for commercial exploitation or that are otherwise worthy of protection. To facilitate this Breast Cancer Now will send quarterly reminders to Grant Holders requesting details of any papers they plan to submit within the next quarter.
- 7.1.3 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 Funded Intellectual Property, fundraising and other matters. A delay imposed on submission for publication as a result of a requirement made by Breast Cancer Now (or its agent) 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 Now (or its agent). 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.
- 7.1.4 Before publication, the Host Institution must ensure the Research undergoes the Host Institution’s standard procedures for ensuring the validity of the results and the suitability of the Research for general publication. Breast Cancer Now takes no responsibility for the validity of the Results or for any statements made by the authors in the publication.
- 7.1.5 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. Please refer to and abide by [Breast Cancer Now’s Policy on Open Access](#).
- 7.1.6 Grant Holders must provide Breast Cancer Now with details of all publications arising from the Breast Cancer Now Research, whether wholly or partly funded. Details should be provided at the time of submission for publication to ensure that Breast Cancer Now is kept fully informed of all results entering the public domain and has sufficient notice to arrange any publicity. For details on how to go about this, please see [Breast Cancer Now’s Publication, Communication and Engagement Policy](#).

- 7.1.7 Studies involving human subjects represent a special case, especially if the publication, either in print or electronic format, of the results enables individuals (the subjects or others) to gain knowledge about their personal condition which they otherwise would not have had. In any clinical study where this is possible the matter must be addressed in the protocol and discussed with a Research Ethics Committee.

Breast Cancer Now encourages the transfer of samples of Funded Materials to academic and other not-for-profit third parties solely for the purposes of non-commercial research, under the terms of a material transfer agreement. The Host Institution may not transfer Funded Materials to any commercial entity without Breast Cancer Now (or its agent's) prior written consent.

## **7.2 Acknowledgement of Support**

- 7.2.1 In any oral or written report or poster presentation of results or otherwise relating to the Research, the author must acknowledge the support of Breast Cancer Now and, display the Breast Cancer Now logo.
- 7.2.2 All references to Breast Cancer Now-funded work placed on websites, electronic bulletin boards and similar must state clearly that the work is funded by Breast Cancer Now and, where practical, should include a link to Breast Cancer Now's website ([www.breastcancer.org](http://www.breastcancer.org)).
- 7.2.3 Where possible, Breast Cancer Now's logo should be visible in laboratories, offices or other locations where funding is received from Breast Cancer Now. Please see Breast Cancer Now's Publication, Communication and Engagement Policy for further details.

## **7.3 Publicity**

- 7.3.1 Where Breast Cancer Now is the main funder of the Research, Breast Cancer Now reserves the right to lead on publicity. Grant Holders and the Host Institution are required to contact the Breast Cancer Now press office prior to any publicity releases about Breast Cancer Now-funded Research. Where Breast Cancer Now is the main (or a joint- lead) funder this should be prior to a release being drafted. Where Breast Cancer Now is not the lead funder, Grant Holders and Host Institutions must keep Breast Cancer Now advised of all planned publicity.
- 7.3.2 Breast Cancer Now reserves the right to use data or other material from Research that it funds as part of its fundraising or publicity activities, and as part of submissions to the National Cancer Research Institute (NCRI) and the Association of Medical Research Charities (AMRC). Further to this, we may use specific projects from our portfolio to generate donations and then restrict or designate those gifts to those projects. Donations generated using this method are not extra funds on top of the agreed budget allocated to the Grant Holder. Breast Cancer Now may also share such information with its TTO in connection with the protection and commercial exploitation of the Funded Intellectual Property.

- 7.3.3 Principal investigators are required to submit publishable information about their Research if asked by Breast Cancer Now. Principal Investigators should clearly indicate any information in applications for Grants or reports on the progress of Research that is commercially sensitive or confidential, and which should not be used in Breast Cancer Now's fundraising or publicity activities, or in submissions to the NCRI , AMRC or TTO Any confidential information may be submitted separately to the Research Funding Team at grants\_admin@breastcancer.org.
- 7.3.4 Should grant holders or Breast Cancer Now-funded staff receive donations to support Breast Cancer Now's work, these must be sent directly or forwarded to Breast Cancer Now. Where requested, such donations can be designated for a particular purpose. Breast Cancer Now should also be informed of any approaches by, or discussions with, potential major donors in order to support the development of such relationships.

#### **7.4 Engagement**

- 7.4.1 Breast Cancer now expects our researchers to contribute to its fundraising and engagement initiatives. This could be by hosting lab tours, speaking at fundraising events, volunteering or actively participating in events. For more details on how you can get involved see [www.breastcancer.org/get-involved](http://www.breastcancer.org/get-involved) and Breast Cancer Now's [Publication, Communication and Engagement Policy](#).

### **8 LIMITATIONS OF LIABILITY**

- 8.1.1 Breast Cancer Now accepts no responsibility for costs or liabilities incurred in connection with the Research or other work funded by a Breast Cancer Now Grant other than those costs specifically set out in the Grant Award Letter and in these Grant Conditions.
- 8.1.2 Breast Cancer Now will not be responsible for liabilities arising out of the acts or omissions of the Host Institution, the Grant Holder, or others involved in the Research or other work funded by a Breast Cancer Now Grant and the Host Institution hereby indemnifies Breast Cancer Now against any costs, claims or liabilities suffered or incurred by Breast Cancer Now as a result of any action, claim or complaint brought by a third party against Breast Cancer Now arising out of or in connection with the Research or other work.
- 8.1.3 Breast Cancer Now is not liable for loss or injury caused or deemed to be caused by the use or misuse of any Equipment funded under the Grant.
- 8.1.4 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. Breast Cancer Now does not provide indemnity

cover for or accept any liability for harm to participants in Breast Cancer Now-funded trials.

## **9 VARIATION AND TERMINATION**

- 9.1.1 All Grants awarded by Breast Cancer Now are subject to the Grant Conditions that apply at the time the Grant is awarded and any subsequent amendments. Breast Cancer Now reserves the right to amend these Grant Conditions, any terms and conditions of the Grant Award Letter and the Funding Policies from time to time. Breast Cancer Now will publish any change to the Grant Conditions or the Funding Policies on its website and will notify all Grant Holders of such changes.
- 9.1.2 In the event of a conflict between the provisions of these Grant Conditions as amended from time to time and of the Grant Award Letter, the provisions of the Grant Award Letter will take precedence.
- 9.1.3 Breast Cancer Now reserves the right to withhold or suspend the Grant with immediate effect if there is a financial or other substantial reason to do so.
- 9.1.4 Breast Cancer Now reserves the right to terminate the Grant with sixty (60) days' written notice if there is a financial or other substantial reason to do so.

For the avoidance of doubt, a 'substantial reason' under clauses 9.1.3 and 9.1.4 shall include (without limitation) if a Host Institution breaches clause 4.1.5 and if allegations relating to a Misconduct Incident are upheld against a Grant Holder as set out in clause 4.1.6.

- 9.1.5 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.
- 9.1.6 Breast Cancer Now reserves the right to terminate the Grant with immediate effect if the Host Institution does anything which in the opinion of Breast Cancer Now brings or is reasonably likely to bring Breast Cancer Now's reputation into disrepute.

## **10 GOVERNING LAW**

- 10.1.1 These Grant Conditions shall be governed by and construed in accordance with English law. The Host Institution and the Grant Holder(s) irrevocably submit to the exclusive jurisdiction of the English Courts to settle all matters in connection with the Grant Conditions.

## 11 RELATED DOCUMENTS

11.1.1 We reserve the right to update our Funding Policies from time to time. Please ensure you are following the most up to date version. All of our Funding policies are available on the Breast Cancer Now's website ([www.breastcancer.org](http://www.breastcancer.org)).

## 12 Document information

Version	2.0
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