

Terms and Conditions attaching to CCLG Grants – effective from November 2016

1. Introduction

These Terms and Conditions, along with the Grant, constitute the whole agreement between the Grantholder, the Host Institution and CCLG relating to the Research and supersede all previous agreements between them. CCLG reserves the right to amend these terms and conditions at any time. Any change to these terms and conditions will be notified on CCLG's website.

These Terms and Conditions cover all grants awarded by CCLG, and as such some clauses may not apply to all grants (for example, the 'salary allocation' clause for a small grant where no salary costs are included in the Award).

2. Purpose and use of the Grant

No material change shall be made to the Grant, the Research or the Research Personnel without the prior written approval of CCLG. The Host Institution must ensure that the Grant is used for the purposes for which it was awarded. Any plan to diverge from the aims outlined in the original grant application requires prior written agreement from CCLG. In the event the research is terminated early, CCLG must be notified in writing. It is the responsibility of the Host Institution and Grantholder to ensure that all parties, including collaborators, supervisors, and staff employed on CCLG grants comply with the terms and conditions. The Host Institution shall notify CCLG immediately if there is any change in its status, or that of the Research Personnel, that might affect its eligibility to hold the Grant.

3. Grant Award

The Host Institution and Grantholder must formally accept, in writing, the Award as detailed in the Grant Award Letter and agree to the Terms and Conditions. The Grant must be activated by the Grantholder within three months from the start date indicated on the Grant Award Letter. Any delay to the start date must be agreed by CCLG in writing. The Grant termination date is defined by the duration of the award from the activation date.

The Host Institution will inform CCLG 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 project to enter into, consultancies, third party restrictions or arrangements which may affect the Research without the prior written agreement of CCLG. The Host Institution and the Grantholder must notify any commercial collaborators of the application and obtain their agreement for the disclosure of confidential information.

CCLG acknowledges that the Host Institution is 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 CCLG on any response to the request.

4. Ethical responsibilities

The Host Institution must ensure that before the research funded by the Grant commences and during the full Grant Period, all necessary legal and regulatory requirements, including any necessary or appropriate ethical approval, in order to conduct the research are met. This includes obtaining all 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. The Grant must not be used for any research on animals which has not been approved and set out in the grant application.

All Grantholders using animals must adhere to the *Guidelines for the Welfare and Use of Animals in Cancer Research* as set out by Workman, et al. (2010: *Br. J. Cancer* 102, 1555–1577) and implement the principles in the cross-funder guidance *Responsibility in the Use of Animals in Bioscience Research* (www.nc3rs.org.uk/responsibility). Experiments using animals funded by the CCLG must:

- use animals only where there are no alternatives;
- use the simplest possible, or least sentient, species of animal;
- ensure that distress and suffering are avoided wherever possible; and,
- employ an appropriate design and use the minimum number of animals consistent with ensuring that the scientific objectives will be met.
- See the NC3Rs website for further information and guidance (www.nc3rs.org.uk).

Grantholders should make use of the ARRIVE guidelines (www.nc3rs.org.uk/ARRIVE) when designing their experiments, and ensure that they report animal-based studies in accordance with the ARRIVE guidelines as far as possible, taking into account the specific editorial policies of the journal concerned.

All researchers using cell culture must incorporate a specific cell line authentication protocol into their experimental framework, following the best practice for cell culture procedures (UKCCCR *Guidelines for the Use of Cell Lines in Cancer Research*, 2000: *Br. J. Cancer* 82, 1495–1509: www.nature.com/bjc/journal/v82/n9/abs/6691169a.html).

All researchers are expected to follow the principles and guidelines set out by MRC's *Good Research Practice* (2012: <http://www.mrc.ac.uk/research/research-policy-ethics/good-research-practice/>).

5. Support from Host Institution

The Host Institution shall ensure that the Premises are: appropriate to house the Research Personnel and all equipment used in the Research; at all times fully maintained; kept in an appropriate and safe state of repair; and properly serviced. The Host Institution shall comply with and perform all obligations and duties at law (including all applicable health and safety legislation) in respect of the Premises.

The Host Institution must ensure that adequate resources are provided to support the activities and timeframe described in the Grant Award Letter. The Host Institution shall provide the Research Personnel with support services and facilities on the same terms and at the same level as that provided for similar research groups within the Host Institution.

The Host Institution shall comply with all relevant laws and regulations and shall obtain and maintain all necessary licences and approvals in respect of the Research.

6. Equipment

Except as specifically agreed in writing by the Parties, the Host Institution shall provide and maintain all equipment in good and safe working order and in a state and sufficiency appropriate for the purposes of the Research. Any equipment purchased using funds from the Grant shall belong to the Host Institution, but may only be used for the purposes of the Research until the Research is complete.

7. Staff

The Host Institution shall:

- employ or engage as the case may be the Research Personnel in accordance with its normal procedures and under its normal terms and conditions appropriate to the grade and status of the individual;
- ensure it has and follows its standard formal equal opportunities policy with respect to hiring staff on the Grant;
- be fully responsible in all respects for the Research Personnel; and,
- comply with and perform all obligations and duties at law in respect of the Research Personnel.

The Host Institution shall notify CCLG as soon as reasonably practicable the names, dates of appointment and starting salaries of the Research Personnel and keep CCLG fully and promptly advised of any alterations thereto; and seek the advance approval of CCLG prior to awarding any Research Personnel a salary increase (giving full details of the additional cost over the remaining period of the Grant and supplying copies of any relevant salary scales).

In the event that the Host Institution deems it necessary to take any disciplinary or other action resulting in (or potentially resulting in) the dismissal or suspension of a member of the Research Personnel, the Host Institution shall notify CCLG of such action as soon as practicable (and preferably in advance) and will similarly notify CCLG of the progress and outcome of such action. For the avoidance of doubt, the Host Institution shall seek the prior written approval of CCLG, before replacing the Grantholder for any reason.

Research Personnel in receipt of salary support from CCLG must ensure that their time commitments to commercial organisations and other non-research activities are compatible with the policies of the Host Institution and any conditions in the Grant Award Letter.

CCLG-funded Research Personnel must disclose to their institutions (a) benefits in cash (or equivalent value) in excess of £10,000 per annum or (b) benefits in equity of any level, received either as compensation for work undertaken for a commercial organisation, or in consideration of the transfer of intellectual property.

In managing a perceived or actual conflict of interest, the Host Institution must use all reasonable endeavours to ensure that CCLG is not put at risk of being in breach of charity law or regulation because of the relationship of a CCLG-funded researcher with a commercial organisation. In particular, the Host Institution should act to ensure that the useful results of CCLG-funded research are applied for the public benefit, with only incidental private benefit.

CCLG does not act as an employer with respect to the Grant. CCLG will not be responsible for, 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 may be liable as an employer or otherwise.

8. Financial

The Grant Award Letter will detail how the Grant will be paid (eg whether in advance or arrears, in instalments, and whether subsequent instalments are dependent on particular conditions).

The Host Institution must ensure proper financial management of grants and accountability for the use of public funds. The Host Institution will allow CCLG, on reasonable prior notice, to inspect all such records and accounts.

The Grant may only be used in respect of the Research and the Host Institution shall ensure that it is not utilised for any other project or activity. Furthermore, the Host Institution will ensure that funds are not transferred between fund headings within the Grant without the prior written approval of CCLG.

CCLG does not pay Directly Allocated Costs unless specifically and clearly identified in the Grant Award Letter. CCLG does not pay any indirect costs.

In no circumstances will CCLG reimburse any costs relating to professional indemnity insurance or any similar costs or expenses.

All amounts specified in the Grant Award Letter are inclusive of Value Added Tax (VAT).

Funds for equipment are awarded on the condition that only those items specified on the Grant Award Letter may be purchased. 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 in accordance with these procedures. CCLG will not accept any liability to pay VAT due to any failure of the Host Institution to claim relief on qualifying equipment.

Equipment purchased through a CCLG grant is awarded to the Host Institution specifically for the purpose of the Grantholder's research. The equipment must be used primarily for the approved research project during the lifetime of the Grant. CCLG will not pay any access charges for use of equipment funded by CCLG. The Host Institution must ensure that the equipment funded by the Grant is appropriately insured and maintained throughout its useful life. CCLG will meet any agreed maintenance costs for awarded equipment for the period of the Grant. 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 cost.

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

9. Salary allocation

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 underfunding of the pension scheme. Salary allocation may not be used for any bonus or merit awards.

All advertisements for staff that will be funded by a grant must indicate that the research is funded by CCLG. The Host Institution is responsible for advertising posts and must meet recruitment-associated costs. The Grantholder must notify CCLG when the situation for long-term leave arises. Any unspent salary allocation for the post after long-term leave has been paid may be used to employ temporary cover.

10. Virement

CCLG may allow allocations for salary and running expenses to be vired to other salary and running expense allocations subject to prior written approval.

11. Reconciliations

CCLG reserves the right to reduce the Grant by any amounts unclaimed in relation to each Grant Funding Phase. Where any amounts paid by CCLG exceed the amounts justified or the Grant has not been used in accordance with the terms and conditions of award, CCLG will recover the sum in question on whatever terms it may specify. CCLG may recover sums owed to it by offsetting them against any other sums (including grant payments) owed to the Host Institution.

At the request of CCLG, 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. On request, the Host Institution shall also make the necessary arrangements to enable CCLG and its agents to visit the Host Institution to discuss the administration and accounting of its awards, and if necessary, to conduct its own audit of any CCLG grant account at the host Institution or the activities funded. For this purpose, CCLG 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.

12. Transfer of Grant

If a Grantholder would like to transfer the Grant to another Institution and the Institution agrees, or the current Grantholder/Host Institution would like to transfer the award to a new Grantholder, any such transfer will be subject to prior written approval from CCLG. Transfers are only permitted to institutions within the UK that are eligible to receive funding from CCLG and are able to demonstrate to CCLG's satisfaction the ability to support the Research during the tenure of the grant. The new Host Institution/Grantholder must agree to abide by the Terms and Conditions of award.

If the Grantholder transfers to another institution during the Grant Period, CCLG reserves the right to require that the equipment funded by the Grant is transferred with him/her.

13. Progress reporting and Publications

The Grantholder shall submit a written report on the progress of the Research in a form agreed by CCLG at an agreed date each year. Furthermore, the Host Institution shall provide copies of any information relating to the Research as CCLG may, from time to time, request. The Grantholder will submit a final written report to CCLG in respect of the conduct and outcome of the Research within three months of its completion.

The Host Institution and the Grantholder shall take all necessary steps to disseminate the results of the Research in accordance with normal academic practice, preferably as immediate open access (see 13.3), making appropriate reference to CCLG in any published material and other relevant documents about or arising from the Research. This includes confirmatory, replication and negative result studies.

All original research published as an article in a peer-reviewed journal and that is supported in whole or in part by the Grant is subject to CCLG's policy on open access.

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. CCLG takes no responsibility for the validity of the Results or for any statements made by the authors in the publication.

CCLG expects valuable data, reagents and software arising from CCLG-funded research to be made available to the scientific community with as few restrictions as possible so as to maximize the value of the research and for eventual patient and public benefit. Such data must be shared in a timely and responsible manner, making use of online open repositories, public databases and community-led reagent stores.

Grantholders must provide CCLG with details of all publications arising from the CCLG research, whether wholly or partly funded. Details should be provided at the time of submission for publication to ensure that CCLG is kept fully informed of all Results entering the public domain and has sufficient notice to arrange any publicity (see 15). A copy of any published material shall be sent to CCLG as soon as possible after publication.

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.

Investigators must consider whether a mechanism is needed for human subjects to be made aware of the results and the implications for them personally before publication (communication with their GP or the consultant entering them into the trial, with a clear indication of their responsibility for communicating to the patient, would be deemed to be sufficient). If such a mechanism is put in place, there must also be procedures for dealing with any consequences arising from its use.

Researchers are reminded that electronically published descriptions of work that involve the use of animals will more easily be seen by those who may seek to misuse the information. Whilst CCLG supports appropriate animal research, Researchers are requested to be mindful of this in what they write and especially to avoid publication of photographs. If in doubt, Researchers should refer to the guidelines published by their Host Institution.

CCLG shall be permitted to disclose information regarding the award to relevant regulatory authorities, Higher Education Funding Councils and other agencies administering governmental funding.

14. Recognition of Support

In any oral or written report or poster presentation of Results or otherwise relating to the Research, the author must acknowledge the support of CCLG. All references to CCLG-funded work placed on websites, electronic bulletin board or similar must state clearly that the work is funded by CCLG and, where practical should include a link to CCLG's website, www.cclg.org.uk

It is essential that investigators acknowledge that their research has been supported wholly or in part by CCLG.

15. Publicity

In order to sustain our reputation for patient benefit and funding it is essential that CCLG is well known and respected amongst a wide range of different communities, including scientific, media, political, health and general public. The Grantholder and/or Host Institution may be required to co-operate with CCLG over any publicity or fundraising activity arising from CCLG-funded research. Where CCLG is the main funder of the research, CCLG reserves the right to lead on publicity in cooperation with the Host Institution and any other funders. Grantholders and Host Institutions are required to contact the Executive Director prior to any publicity releases about CCLG-funded research.

For academic journal publications, Grantholders are encouraged to contact CCLG's Executive Director at the time of manuscript submission, and certainly with a pre-print version of the article prior to a manuscript being published, to allow CCLG to arrange any publicity in time for publication of the final article.

When speaking publicly about their research and particularly when speaking to representatives of the media, Researchers should ensure that their research is recognised as CCLG-funded work. Researchers are not authorised to act as a representative of the charity without prior approval from CCLG. Researchers who speak to the media must ensure that their personal views are not misrepresented as being attributable to CCLG.

CCLG reserves the right to use data and other material from research that it funds as part of its fundraising or publicity activities, upon gaining prior written approval from the Host Institution to ensure that no proprietary information is disclosed.

16. Ownership and exploitation of intellectual property and materials arising from the Research

All rights to intellectual property (including the copyright in any drawings, plans or software), data and materials arising from the Research (Resulting IP) shall vest in the Host Institution. The Host Institution shall ensure that the contracts of employment or other terms of engagement of the Research Personnel provide for automatic and immediate vesting in the Host Institution of the Resulting IP.

17. Liability, Insurance and Indemnity

CCLG accepts no responsibility for costs or liabilities incurred in connection with the research or other work funded by a CCLG award other than those costs specifically set out in the Grant Award Letter and in these Terms and Conditions.

CCLG takes no responsibility for expenditure incurred before the award is activated or after the Grant has been closed. CCLG shall not be held responsible for any loss or liabilities if it transpires that an award is ineligible for government support through one of the Higher Education Funding Councils or other schemes.

CCLG 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.

The Host Institution shall indemnify and hold harmless CCLG, its directors, officers, employees and agents (each an Indemnified Party) from and against any and all costs, claims, damages, losses and expenses that arise in relation to the Research, the Research Personnel, the Premises and the Host Institution's equipment, except to the extent that such costs, claims, damages, losses and expenses arise as a result of the negligence of an Indemnified Party.

The Host Institution must hold appropriate policies of insurance covering personal indemnity, public liability, and employer's liability and shall maintain such insurance policies throughout the Project. On request, the Host Institution shall provide CCLG with a copy of such insurance policies.

18. Professional Misconduct and Conflicts of Interest

It is acknowledged and agreed that the Host Institution and the Grantholder will operate approved and effective procedures to prevent professional misconduct and to manage conflicts of interest; and, promptly and vigorously

investigate any allegations of professional misconduct that may arise before during or as a result of the Research and keep CCLG fully informed of progress and the outcome.

The Host Institution shall provide CCLG with reasonable assistance and information for consideration in circumstances where CCLG, using its reasonable discretion, decides to carry out its own investigation into any aspect of fraud or misconduct once the Host Institution has completed its own processes, made its final decision and shared any findings with CCLG.

Where allegations of scientific misconduct are investigated and upheld, CCLG reserves the right to impose appropriate sanctions on the Grantholder which may include (but are not restricted to):

- Removal from a particular project;
- Retraction of published material;
- Monitoring of future work;
- Withdrawal of funding;
- Termination of Grant.

19. Gifts

CCLG shall have absolute right to any bequest, donation or other gift to or made in the name of CCLG and such right shall extend beyond the term of the Research without time limitation.

20. Miscellaneous

All grants awarded by CCLG are subject to the terms and conditions that apply at the time the grant is awarded and any subsequent amendments. CCLG reserves the right to amend these Terms and Conditions, any terms and conditions of the Grant Award Letter and general funding policies from time to time. CCLG will notify Grantholders of any change to the Terms and Conditions.

In the event of a conflict between the provisions of these Terms and Conditions as amended from time to time and of the Grant Award Letter, the provisions of the Grant Award Letter will take precedence.

If any provision of these terms and conditions (or part thereof) is found by any court or other authority of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

The Host Institution may not assign any of its rights in respect of the Grant to any other party without CCLG's prior written consent.

Save for the Indemnified Parties who may enforce the terms of clause 19, a person who is not a party to these terms and conditions shall not have any rights under or in connection with them by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise. Notwithstanding the provisions of this clause, CCLG shall be entitled to amend, suspend, cancel or terminate the Grant (or any part of it), without the consent of any third party including those referred to in this clause.

21. Termination

CCLG reserves the right to terminate the Grant at any time without notice. Save where CCLG terminates the Grant due to any default of the Host Institution, CCLG shall reimburse, in accordance with clause 8, any expenditure properly incurred by the Host Institution in relation to the Research prior to the date of termination.

22. Governing Law

The validity, construction and performance of these terms and conditions shall be governed by English Law. All disputes, claims or proceedings between the parties relating to the validity, construction or performance of these terms and conditions shall be subject to the exclusive jurisdiction of the English Courts.

Definitions

Directly Allocated Costs	The cost of resources used by a project that are shared by other activities. They are charges 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.
Direct Costs	The external costs and expenses directly incurred in carrying out commercial exploitation of Resulting IP (including legal, patent and travel costs, but excluding the Host Institution's staff costs).
Equipment	The equipment required to conduct the Research.
Funded Materials	Biological and chemical materials comprised in Resulting IP
Grant	The funding made pursuant to and described in the Grant Award Letter
Grant Award Letter	The letter from CCLG to the principal Grant Holder specifying the amount of the Grant and confirming the award of the Grant.
Grantholder (s)	The lead applicant, any joint applicant as specified in the Grant Award Letter or any persons to whom the Host Institution allocated the Grant or any part thereof.
Grant Period	The funding period of the grant as set out in the Grant Award Letter
Host Institution	The university, institution or other body at which some or all of the research funded by the Grant will be carried out.
Indemnified Parties	CCLG, its Directors, Officers, Employees and Agents
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.
CCLG	Children's Cancer and Leukaemia Group, a charity registered in England and Wales (no 286669), whose registered office is at University of Leicester Clinical Sciences Building, Leicester Royal Infirmary, Leicester LE2 7LX