DONATE

Conditions of your grant

These grant conditions, together with the grant award letter and the funding policies, set out the terms and conditions on which we make a grant to the host institution and grant holder.

Table of contents

1. **How the terms and conditions apply**

1. **Terms and Conditions**: Human Milk Foundation, herein referred to as HMF, awards the Grant to the Host Institution and Grant holder on the terms set out in the following documents:

i. the Grant Award Letter (GAL);
ii. these Grant Conditions (that is, the provisions set out in sections 1 to 16 of this document);
iii. the Funding Policies (that is, the funding policy statements published on HMF's website, as updated from time to time);
iv. any Special Conditions referred to in the GAL;
v. where there is no TTA between the Host Institution and HMF, the provisions set out in Schedule A to this document; and
vi. where the Grant is identified in the GAL as a 'targeted research project', the provisions set out in Schedule B to this document,

(together, the **Terms and Conditions**).

The Terms and Conditions may be amended at any time by HMF and apply to the Grant as amended. To the extent of any inconsistency between the Grant Conditions and the GAL, the GAL prevails.

1. **Definitions:** Definitions used in these Grant Conditions, Schedule A and Schedule B are set out in section 16.
2. **Acceptance and activation:** To receive the Grant, the Host Institution and Grant holder must agree to the Terms and Conditions and accept the Grant via HMF's electronic Grants Management System (or in any alternative manner set out in the GAL). The Grant holder must activate the Grant within three (3) months of the Start Date.
3. **Adherence to Terms and Conditions:** The Host Institution and Grant holder must ensure that all Research Personnel on HMF grants comply with the Terms and Conditions.

2. **Use of grant**

1. **Use of Grant**: The Grant may only be used for Grant Activities and only for costs incurred during the Grant Period, unless agreed in advance with HMF.
2. **Eligible costs on all Grants**: The Grant may be used to cover Direct Costs and, where specified in the GAL, Directly Allocated Costs. Host Institutions based in the UK may not use the Grant to cover Indirect Costs. Host Institutions based outside the UK may use a portion of the Grant to cover Indirect Costs only if specified in the GAL.
3. **Salaries**: Salary allocation may be used to fund salary and individual employment entitlements for Research Personnel funded by the Grant including, where applicable, annual leave. In the UK, this includes the employer's national insurance contribution and an employer's pension contribution, at a rate no higher than that used by the USS or NHS scheme, and outside the UK, at rates no higher than contributions required by statute or available to other employees of the Host Institution at an equivalent level. Salary allocation must not be used:
   i. to offset any prior underfunding of a pension or superannuation scheme;

ii. to pay any bonus or merit awards;
iii. to cover any recruitment costs, including any student recruitment costs.

4. **Studentship costs**: Where the Grant funds a studentship, the Grant may be used to cover:
   i. a stipend set by HMF (which must be paid to the student for the duration of the studentship) and any paid parental or long term sick leave benefits payable in accordance with HMF's Funding Policies and paragraph 2.6 below;
   ii. the student's running expenses;
   iii. university fees at a rate no higher than the home/EU fees applied to students funded by UK Research Councils unless otherwise specified in the GAL; and
   iv. college fees for the University of Oxford and University of Cambridge;
   v. only those studentships approved as part of the original Grant application (ie. running expense and salary allocations may not be used to fund additional studentships).
5. **Parental or other long-term leave**: Where the Grant funds an individual's salary or stipend, and that individual takes parental leave or long-term sick leave, the Grant holder must notify HMF. The individual's paid leave entitlements are to be funded as follows:
   i. Where the Host Institution's employment policies require a period of continuous employment before an individual is eligible for paid leave, that requirement must be waived for all UK-based HMF-funded Clinical Fellows and Clinical Research Training Fellows (ie. clinical PhD students) in accordance with the 'UK clinical academic training in Medicine and Dentistry: Principles and Obligations 2017' (as amended). This is in recognition of the requirement in the UK that clinical academic researchers change employers in the course of their training;
   ii. Where the Grant funds a non-clinical studentship (or is associated with a non-clinical studentship Grant) and the student is not entitled to paid parental leave or paid long-term sick leave under the Host Institution's employment policies, the Grant must be used to fund paid leave entitlements for the student in accordance with HMF's Funding Policies;
   iii. The Host Institution must ensure that the individual receives paid parental or other long-term leave entitlements in accordance with its policies for all employees, and must bear the costs of those paid leave entitlements regardless of the fact that the employee's salary is paid from the Grant.
6. **Research carried out in the NHS**: Grant holders carrying out research in the NHS must ensure that all costs are attributed according to the AcoRD (Attributing the costs of heath & social care Research & Development) Guidelines (link is external), or equivalent.
7. **Patient and volunteer costs**: The Grant may be used to pay patient or volunteer travel and subsistence costs only as approved by HMF (either in the Grant application or subsequently). HMF will not pay for participation costs, including prizes or gift vouchers, for patients and volunteers.
8. **Equipment**: Where the Grant includes funds for Equipment, the Host Institution must:
   i. only use those funds to purchase the items specified in the GAL and ensure they are used primarily for the Grant Activities during the Grant Period**;**

ii. have clearly defined procurement procedures and comply with them in procuring the Equipment funded by the Grant. The Grant may not be used to cover any taxes payable due to the Host Institution's failure to claim relief on qualifying Equipment;

iii. repair or replace Equipment at the Host Institution's cost if it is lost, damaged or destroyed during the Grant Period.

9. **Ownership of Equipment**: Any Equipment purchased using the Grant shall be owned by the Host Institution. Where the Host Institution is not a registered charity, at the end of the Grant Period, HMF may request that the Host Institution pay HMF an amount equal to the market value of the Equipment at the End Date assessed by an independent valuation expert approved by HMF.
10. **Access charges**: HMF will not pay access charges for use of Equipment funded by any HMF grant.
11. **Transfer between budget allocations (virement):** The Host Institution may freely transfer funds between the salary and running expenses budget allocations set out in the GAL provided that:

i. transfers are not made:

- from any amount allocated for the Grant holder's or Principal Investigator's salary;
- to or from any amount allocated for Equipment, or
- from the salary of any post unfilled for six (6) months or more;

ii. transferred funds are only used to cover:

- the Direct Research Costs of the Grant Activities; or
- costs incurred by Research Personnel travelling (via standard class) and attending conferences related to the Grant Activities; and

iii. all transfers between budget allocations are declared at each financial reconciliation.

3. **Grant staff**

1. **Advertisements for grant staff**: All advertisements for staff funded by the Grant must indicate that the research is funded by HMF. The Host Institution is responsible for advertising posts and recruitment costs.
2. **HMF is not an employer**: HMF does not employ the Grant holder or Research Personnel. The Host Institution must ensure that any necessary consultancy agreements or contracts of employment are issued in relation to the Grant, noting its obligations under paragraph 11.1. HMF accepts no responsibility for any costs or claims for which the Host Institution, Research Personnel or any Institution may be liable as an employer or otherwise including, without limitation, redundancy, compensation, dismissal or discrimination claims.
3. **Grant holders and other Research Personnel on clinical Grants**: The Host Institution must ensure all clinical Research Personnel hold honorary NHS clinical contracts (or equivalent, if based outside the UK) or honorary university contracts at the appropriate level. They must also have necessary professional registration, occupational health clearance and professional

indemnity insurance. HMF accepts no liability for any claim arising out of matters relating to fitness to practice.

4. **Non-research responsibilities of funded researchers**: Unless otherwise agreed with HMF, Host Institutions should ensure that HMF funded researchers are able to dedicate at least 80 per cent of their working hours to the Grant Activities that are the subject of their Grant. Any other employment responsibilities assigned to a HMF fellow should be limited to a maximum of 20 per cent of their working hours.
5. **Students**: Where the Grant funds a studentship, the following provisions apply:
   i. the Grant holder must notify HMF of the student's name, email address, project title and start date within thirty (30) days of the Start Date;
   ii. if agreed with their supervisor, students may spend up to 10 per cent of their time on teaching duties;
   iii. where the Host Institution is part of a HMF Centre, the Host Institution must ensure that all students at that Centre have access to the same training and benefits irrespective of whether they are funded through the Centre;
   iv. on completion of the studentship, the Grant holder must provide HMF with a copy of the student's thesis title, abstract and outcome of the viva voce examination. If a student fails to complete their PhD, the Grant holder must inform HMF of the reason;
   v. students and supervisors must complete a final year report at the end of the studentship;
   vi. the Grant holder must advise HMF of the student's first post after completion of their PhD and, if the first post is 12 months or less, the student's second post.
6. **Studentships on grants**: Unless otherwise agreed with HMF, students on Grants must be fully funded by the Grant and must be recruited at a time that allows them to complete their studentship during the Grant Period.

4. **Conduct of the grant activities**

1. **Grant Period**: The Grant holder must use their best endeavours to ensure the Grant Activities are completed within the Grant Period. Any delay to the Start Date must be approved by HMF.
2. **Training, resources, facilities and risk**: The Host Institution must ensure that:
   i. all Research Personnel receive training appropriate to their duties;
   ii. adequate resources, premises and facilities are provided to support the Grant Activities and their achievement within the timeframe described in the GAL;
   iii. all equipment used for the Grant Activities (including, but not limited to, Equipment as defined in section 16) is fully maintained and insured throughout its useful life, and safe; and
   iv. it identifies and safely manages any risks which could affect the health of the Grant holder, other Research Personnel and any other person who could be affected by the Grant Activities.
3. **Cell line authentication**: Grant holders and Research Personnel using cell cultures must incorporate a best practice cell line authentication protocol into their experimental framework,

following the 'Guidelines for use of cell lines in biomedical research (link is external)' as set out by Geraghty et al (British Journal of Cancer (2014) Sep 9; 111(6):1021-46).

4. **Human Biological Samples**: Where the Grant Activities include the removal, use or storage of Human Biological Samples, the Grant holder must:
   i. comply with applicable legislation, standards and codes of practice (see also MRC guidance note, 'Human Tissue and Biological Samples for Use in Medical Research (link is external)' (2014));
   ii. where possible, actively seek to establish sample collections that will be made available to and useful for the wider cancer research community, including by obtaining appropriate patient consents, and collecting data in a form that may be used by other researchers; and
   iii. publicise the purpose, the nature of the content and other appropriate details of any new collections on the UKCRC Tissue Directory (and any other directories indicated by HMF) and establish mechanisms to manage access by other researchers to those collections.
5. **Use of animals:** Research Personnel may not carry out any animal research using the Grant unless specifically set out in the Grant application. Any use of animals in research must adhere to the HMF Animals in Research Policy.
6. **New treatments in humans:** The HMF must be notified of any potential new treatments arising from the Grant.
7. **Scientific milestone reports**: Where a Grant is made in more than one instalment, the Grant holder must submit a scientific milestone report in a form and at a time determined by HMF. Subsequent instalments will only be made if HMF deems that Grant Activities have progressed satisfactorily.
8. **Final reports**: Any final report required by the GAL must be submitted no later than three (3) months after the End Date or such other date specified in the GAL.
9. **Additional monitoring obligations**: Where the Host Institution is based outside the UK or is not a registered charity, it must provide HMF with information, at least annually, to enable HMF to effectively monitor the progress of the Grant Activities consistently with its monitoring and oversight obligations under UK charity law. Such information will include interim and final financial reports with itemised costs and expenses to which the Grant has been applied.

5. **Payment of grant**

1. **Grant is total amount payable**: The Grant is the total aggregate amount payable by HMF to the Host Institution and is inclusive of all sums (including, among others, all taxes, currency conversions, transfer costs and other charges) that may apply. If any of those sums do apply, they will be borne by the Host Institution. The Host Institution is responsible for any expenditure on Grant Activities in excess of the Grant amount stipulated in the GAL.
2. **Indexation**: Once HMF has established the amount of the Grant to be paid in the first year, a fixed indexation rate, determined by HMF in its sole discretion, will be applied to all subsequent years of the award for salaries and running expenses unless otherwise stated in the GAL.

3. **Payments**: Unless the GAL provides otherwise, HMF will generally pay Grant funds quarterly in arrears in pounds sterling to the account nominated by the Host Institution. HMF will not pay the final quarter of the Grant until it has processed the final reconciliation submitted under section 6.2 and the Grant holder has submitted any final report required by the GAL.
4. **Joint awards**: Where two or more institutions hold a Grant jointly, HMF may select one institution as the designated Host Institution. The designated Host Institution only shall receive the Grant payments and must transfer appropriate funds to the other institution(s) without undue delay.

6. **Financial management of grant**

1. **Financial management**: The Host Institution must ensure proper financial management of the Grant and accountability for the use of public funds, including by obtaining and keeping invoices and maintaining proper books and detailed records of costs and expenses incurred in relation to the Grant, and by applying its usual arrangements for monitoring and preventing fraud bribery and any other corrupt practices. The Host Institution must account for all income and expenditure related to the Grant through a separate cost centre or, if it does not use cost centres, it must keep the Grant in a separate bank account used exclusively for the Grant funds.
2. **Reconciliation of Grant**: The Host Institution must submit a final reconciliation at the end of the Grant and, where the Grant Period exceeds three (3) years, an interim reconciliation at three (3) year intervals from the Start Date. HMF will process reconciliations as it reasonably sees fit. HMF may recover any unspent Grant funds or ineligible costs and may offset any amounts owed to HMF against any other sums (including any grant payments) owed to the Host Institution. The Host Institution must submit any Equipment claims within the relevant year specified in the GAL and provide copies of relevant invoices along with the claim.
3. **Additional reconciliation provisions for Host Institutions based outside the UK:** Unless otherwise agreed with HMF, reconciliations must be submitted in pounds sterling. Where the Host Institution has incurred costs in a currency other than pounds sterling, in submitting its reconciliation, the Host Institution must apply the historical exchange rate quoted on www.xe.com (link is external) for the date the GAL was issued (or any alternative third party exchange rate calculator or date notified by Cancer Research UK before processing the reconciliation). HMF is not liable for any losses incurred by the Host Institution through currency fluctuations. Any actual gains made by the Host Institution as a result of currency fluctuations must be used for the purposes of the Grant Activities or paid to HMF following the financial reconciliation of the Grant.
4. **Audits and site visits:** HMF may seek confirmation from the Host Institution or the Host Institution's external auditors that the Grant has been used in accordance with the Terms and Conditions. HMF (or its agents) may also conduct its own audit of the Grant at any time and the Host Institution shall co-operate fully in that regard, including by allowing HMF to inspect all

books, records and facilities related to the Grant, by providing copies of all relevant books and records on request, and by procuring that any subcontractors provide that assistance as well.

7. **Consultancies, third party restrictions or arrangements**

1. **Host Institution's responsibility to manage third party arrangements**: The Host Institution shall not enter into, or permit Research Personnel to enter into, consultancies, third party restrictions or arrangements which may give rise to conflicts of interest or affect the Grant Activities or Funded Intellectual Property without the prior agreement of HMF.
2. **Conflicts of interest**: The Host Institution and Grant holder must avoid any conflicts of interest in relation to the Grant Activities and notify HMF if any conflict of interest arises.

8. **Legal compliance, research practice and governance**

1. **Applicable laws and regulations**: The Host Institution must ensure that the Grant Activities are carried out in accordance with all applicable legal, health and safety, ethical and regulatory requirements (including any clinical trials registration and Clinical Practice Standards), and that all licences and approvals necessary for the Grant Activities are obtained**.**
2. **Public benefit**: The Host Institution must ensure that HMF is not put at risk of breaching UK charity laws or regulations because of any relationship between a third party and the Host Institution, the Grant holder or Research Personnel. The Host Institution must ensure that the Grant, the Grant Activities and the useful Results are applied for public benefit, and that any private benefit is only incidental and is not excessive.
3. **Research integrity:** The Host Institution and Grant holder must conduct the Grant Activities in accordance with the highest standards of research integrity including, where applicable, in accordance with Universities UK's 'Concordat to Support Research Integrity'. The Host Institution must also:
   i. make reasonable efforts to mitigate the risk of scientific misconduct occurring consistently with HMF's 'Guidelines for Scientific Conduct';
   ii. have in place formal written procedures for the handling of allegations of research misconduct and make those procedures available on to HMF on request;
   iii. notify HMF at the earliest opportunity of any allegations of research misconduct connected in any way with the Grant or Grant Activities, as well as the progress and outcome of any ensuing investigation into the misconduct.

HMF also reserves the right for it, or its agents, to investigate any aspect of fraud or misconduct itself and the Host Institution and Grant holder shall provide assistance and information to HMF for that purpose.

1. **HMF Funding Policies and research practices**: Host Institutions and Grant holders must comply with all HMF Funding Policies, including without limitation, HMF's policies on Data Sharing & Preservation, Open Access, and Researchfish. Host Institutions must also follow appropriate principles, standards and practices for the proper management of research including, in the UK, the principles set out in:
   i. the 'Concordat to Support the Career Development of Researchers (link is external) (2008)' (as amended);
   ii. the 'Joint Funders' Statement of Statement of Expectations for Postgraduate Training (link is external) (2016)' (as amended); and
   iii. the 'UK clinical academic training in Medicine and Dentistry: Principles and Obligations (link is external) (2017)' (as amended).
2. **Change in status:** The Host Institution and Grant holder must notify HMF if there is any change their status, or the status of any Research Personnel, that may affect their eligibility to hold the Grant including, without limitation, a change of control or a change in relationship with any person or entity in the tobacco industry.
3. **Freedom of information requests:** If the Host Institution receives a freedom of information request in relation to any part of the Grant or Grant Activities, it must notify and consult with HMF on the response to the request.
4. **Data protection:** The Grant holder and Host Institution agree and shall procure that all Research Personnel agree that all information received by HMF in connection with the Grant and the Grant Activities:
   i. may be used by HMF and its affiliates, experts and advisers for the purposes of monitoring and managing the performance of the Grant in accordance with the Terms and Conditions including carrying out audits and evaluations. HMF may also use the information for the purposes of knowledge-sharing, training and general business process reviews;
   ii. may be disclosed to and processed by HMF group companies, Host Institutions and other Institutions, external peer reviewers, experts and other appointees, government and relevant regulatory authorities, higher education funding councils, and other research organisations or funding bodies, some of whom may be based outside the European Economic Area; provided always that
   iii. HMF shall hold and process all personal data received by it in connection with the Grant in accordance with the *Data Protection Act* 1998 (and any applicable amendment or replacement legislation).
5. **HMF's right to disclose information:** HMF may disclose information regarding the Grant application, the Grant or the Grant Activities to its group and associated companies, relevant regulatory authorities, higher education funding councils and other agencies administering governmental funding.
6. **HMF's right to contact**: HMF may contact all Grant holders, Research Personnel, Host Institutions and other Institutions from time to time via post, telephone or email.

9. **Trials supported by HMF**

1. **NIHR CRN Support**: UK-based trials or UK-based arms of trials funded by HMF (or, subject to NIHR requirements, trials endorsed by HMF) can be included in the NIHR CRN portfolio through the automatically eligible route to access NIHR CRN support. The Grant holder must ensure that up-to-date trial information, including recruitment data, is submitted monthly through the designated accrual data contact.
2. **Registration of trials**: The Grant holder must register any HMF-funded or endorsed trial on a recognised trials registry such as the ISRCTN registry (link is external), the EU Clinical Trials Register (link is external) (EudraCT) or the ClinicalTrials.gov register (link is external).
3. **HMF trials database**: Grant holders and Research Personnel conducting trials and/or studies will assist the HMF Patient Information Team by:
   i. including the URL for HMF's clinical trials database on the patient information sheet. (Including the HMF logo is also strongly encouraged);
   ii. providing HMF with the study protocol and patient information sheet;
   iii. assisting HMF to draft a lay summary of the trial (and findings, as and when Results are available) for inclusion on HMF's online clinical trials database.
4. **Collection of NHS numbers**: The NHS number (or equivalent) must be recorded for all patients entering late phase clinical trials or feasibility studies supported by HMF. The collection of NHS numbers is strongly encouraged in trials of healthy volunteers and any other HMF-supported study where long-term follow-up is likely.
5. **Trials supported by commercial entities**: Where a Clinical Trial is supported in any way by a commercial entity to whom Host Institution intends to grant rights to the Clinical Trial Results of the trial, the Host Institution must:
   i. notify HMF as soon of practicable of the commercial relationship and any monetary consideration it receives from the commercial entity;
   ii. regularly consult with HMF (or, at HMF's request) and seek to agree with the commercial entity any arrangements that HMF suggests;
   iii. enter into a fair and appropriate revenue sharing agreement with HMF (or, at HMF's request) in relation to any monetary consideration received by the Host Institution for the rights to the Clinical Trial Results (which shall at least reimburse HMF for the funding it provided in support of the trial).

11. **Intellectual property**

1. **Funded Intellectual Property**: 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 its Research Personnel provide for automatic and immediate vesting in the Host Institution of Funded Intellectual Property. The Host Institution and its Research Personnel shall co-operate fully with HMF and HMF in all matters relating to Funded Intellectual Property.

2. **Technology Transfer Agreements**: Following receipt of a request by HMF, the Host Institution will negotiate and enter into a TTA with HMF in relation to Funded Intellectual Property. In the event that there is a TTA in place between HMF and the Host Institution, the terms of such TTA shall supersede Schedule A from the date such agreement becomes effective. In the event that there is no TTA in place, Schedule A applies.

12. **Engagement, publicity and publication**

1. **Responsibility to act as peer reviewer when requested by HMF**: The Grant holder and Research Personnel will respond positively and punctually to requests from HMF to peer review HMF grant applications.
2. **Participation in fundraising and publicity**: HMF may use data or other material from research it funds for the purposes of fundraising, publicity, public and community education and engagement, health practitioner education, policy advice and lobbying activities. The Grant holder and HMF-funded Research Personnel will promote HMF and its charitable aims by complying with all reasonable requests from HMF to attend or speak at events, and provide help with images and copy for HMF publications. The Host Institution will also co-operate in relation to publicity, research engagement and fundraising activity for HMF. Where HMF is the largest or most significant contributing funder of the research, it reserves the right to lead on publicity.
3. **Press**: The Grant holder and Host Institution must contact the HMF Press Office before making any public announcements regarding the Grant Activities, especially in the case of clinical trials. When speaking publicly, the Grant holder and Research Personnel should identify themselves as 'HMF-funded researchers' but be clear that they are not speaking on behalf of the Charity.
4. **Branding, Communications and Engagement**: Grant holders and Host Institutions must comply with any guidelines for branding, communications and engagement that HMF may issue from time to time. Host Institutions should ensure that prominent HMF branding is displayed in HMF-funded Centres, ECMCs, Core Funded Institutes and any other place where a major programme of work is funded by HMF.
5. **Acknowledgment of HMF support**: Grant holders must acknowledge HMF's support (and, where possible, include HMF's logo) in all publications, oral or written reports, posters, presentations and information posted on websites that relate to the Grant Activities or Results or Non-CDD Clinical Trial Results.
6. **Publishable abstracts**: At the time of application, grant applicants must provide publishable information about the proposed research and contact information which, if the application is successful, may be published on HMF's website and other public databases including, without limitation, the International Cancer Research Partnership.
7. **Dissemination of findings**: The Grant holder must publish or otherwise disseminate appropriately verified Results to the broader scientific community as soon as possible, although HMF or the Host Institution may delay dissemination for a reasonable period in order to protect intellectual property (including through compliance with a TTA, or Schedule A, as applicable).

8. **Requirements for publications**: Grant holders must:
   i. provide HMF with details of all publications arising from the Grant Activities at the time of submission for publication via the online manuscript submission form on HMF's website;
   ii. acknowledge HMF's support in the format 'This work was supported by Human Milk Foundation') and, for trial results, the HMF trial number; and
   iii. within 6 months of any publication in a peer reviewed journal, ensure that a copy of each paper funded wholly or partly by the Grant is deposited in Europe PubMed Central.

13. **Transfer, variation, suspension and termination**

1. **Transfer of Grant**: The Grant holder may transfer the Grant to another institution only with the consent of the Host Institution, the new institution and HMF, and only if the new institution agrees to be bound by the Terms and Conditions as the new Host Institution. HMF may require that Equipment funded by the Grant is transferred with the Grant holder.
2. **Variation**: HMF may amend the Terms and Conditions of Grant at any time. It will publish any changes to the Grant Conditions and Funding Policies on its website. Once published, any changes apply to the Grant.
3. **Early termination of Grant Activities**: In the event the Grant Activities are terminated early, the Grant holder and Host Institution must promptly notify HMF. The Host Institution must then submit a reconciliation in accordance with section 6.2.
4. **Suspension or Termination of Grant:** HMF may suspend or terminate the Grant at any time and for any reason. So far as reasonably practicable, HMF shall endeavour to give the Grant holder and Host Institution at least 30 days' prior notice, but shall be entitled to terminate immediately.
5. **Survival of terms:** The following sections of these Grant Conditions continue to apply after the End Date: sections 2.1, 2.10, 3.2, 3.5, 4.2.3, 4.2.4, 4.4, 4.5, 4.6, 4.8, 4.9, 6, 7, 8, 9.3, 10.1, 11, 12, 14 and 15.

14. **Liability, indemnity and insurance**

1. **Liability:** HMF relies entirely on the Host Institution to ensure that Grant Activities are carried out in accordance with best practice to avoid damage, loss or injury to persons or property. The Host Institution must also ensure Results are appropriately validated before publication. HMF accepts no responsibility for costs incurred other than those specifically set out in the GAL, nor any liability for any accident, injury or loss sustained by any person in connection with the Grant Activities or publication of Results.
2. **Indemnity**: In accepting the Grant, the Host Institution agrees to indemnify HMF against any costs, claims or liabilities (including legal costs) suffered or incurred by HMF as a result of any action, claim or complaint brought against HMF in connection with or arising from any Grant Activities or Research Personnel or the accuracy or application of the Results.

3. **Insurance**: The Host Institution must ensure that it (and, so far as is relevant, the Research Personnel and Institutions) hold appropriate insurances for professional indemnity, public liability and employer's liability during the Grant Period and for a period of six (6) years after and during any commercialisation of the Results.
4. **No-fault compensation for clinical trials**: The Host Institution of any HMF-funded or HMF-supported trial must provide a no-fault compensation scheme for participants. HMF will not provide indemnity cover for or accept any liability for harm to participants where HMF is not the trial sponsor.

15. **Governing law**
    1. The Terms and Conditions are governed by the laws of England and Wales. The Host Institution and Grant holder irrevocably and unconditionally submit to the exclusive jurisdiction of the English courts in respect of disputes arising out of or in connection with the Terms and Conditions.

16. **Definitions**

ARRIVE Guidelines	Animal Research: Reporting of In Vivo Experiments Guidelines published by the UK National Centre for the Replacement, Refinement & Reduction of Animals in Research.
Centre	The network of cancer-research activity supported by grants described as HMF centres grants.
Clinical Practice Standards	Guidance relating to medicines and clinical trials in force in the jurisdiction in which that Team Member is carrying out Activities or is registered, including the ICH Harmonised Tripartite Guideline for Good Clinical Practice (CPMP/ICH/135/95) and the World Medical Association Declaration of Helsinki entitled 'Ethical Principles for Medical Research Involving Human Subjects' (2008 version), in each case, as amended from time to time. For the avoidance of doubt, in the UK this includes the MRC Guidelines for Good Clinical Practice.
HMF	Human Milk Foundation, a registered charity in England and Wales (1172522), and a company limited by guarantee registered in England & Wales No. CE010017 and whose registered address is Troll House, Church Road, Ham, Richmond, TW10 5HG.
Directly Allocated Costs	Costs of resources used by a project that are shared by other activities and based on estimates rather than actual costs (e.g. principal and co-investigator costs, estates costs).
Direct Costs	The costs explicitly identifiable as arising from the conduct of a project. In determining whether a cost is a Direct Cost, the Host Institution must follow any Costs Guidance issued by HMF from time to time.
ECMC	Experimental Cancer Medicine Centre.
End Date	The date that is the number of months from the Start Date that is equivalent to the duration of the award set out in the GAL, or such earlier date that the Grant is terminated.
Equipment	The equipment required to conduct the Grant Activities which costs £5,000 or more.
Funded Materials	Biological and chemical materials comprised in Funded Intellectual Property.
Funding Policies	The funding policy statements published on HMF's website, as updated

	from time to time.
GAL	The grant award letter from HMF containing the details, and offer, of the Grant.
Grant	The funding made pursuant to and described in the GAL.
Grant Activities	The research and investigation funded by the Grant as described in the GAL.
Grant Conditions	The conditions set out in sections 1 to 16 of this document.
Grant Period	The period between the Start Date and End Date.
Grant holder	The lead applicant, any joint applicant as specified in the GAL and, for Institute Core Awards, HMF-funded group leaders.
Host Institution	The university, research institution, company or other entity at which some or all of the Grant Activities will be carried out, as named in the GAL.
Human Biological Samples	Tissue, blood and other biological samples taken from humans.
Institutions	Any university, research institution or other entity at which some or all of the Grant Activities will be carried out other than the Host Institution.
Indirect Costs	Non-specific costs charged across all projects that are based on estimates (eg. human resources, finance, library and departmental services).
NIHR CRN Portfolio	A database of the clinical research studies that are supported by the National Institute of Health Research Clinical Research Network in England.
P&I	HMF's Policy & Information directorate.
Research Personnel	The Grant holder and any person working on the Grant Activities under his/her supervision, including (as applicable), any co-investigator or collaborator, sponsor, supervisor, consultant or sub-contractor.
Results	All inventions, discoveries, materials (including biological and chemical materials), technologies, products, data, algorithms, software, patents, databases, copyright, other intellectual property and know-how arising from Grant Activities.
Special Conditions	Any special conditions referred to in the GAL (or otherwise notified to the Grant holder and Host Institution) as applicable to the Grant in light of the nature of the funding scheme and Grant Activities.
Start Date	The date indicated in the GAL, or otherwise agreed with HMF, on which the Grant Activities commence.
Studentship	A Grant or part of a Grant pertaining to the funding of PhD students.
TTA	Technology Transfer Agreement being, unless HMF determines otherwise, a framework agreement governing the management and exploitation of Results as well as results of all other research funded by Cancer Research UK at the Host Institution from time to time.
Terms and Conditions	See definition in section 1.1.

Schedule A. Conditions for host institutions with no technology transfer agreement with HMF

1. **Non-commercial research**: The Host Institution grants HMF the non-exclusive right itself, or by granting to recipients of HMF funding the right, to use Funded Intellectual Property for the purposes of non-commercial research whether alone or in collaboration with third parties and whether sponsored or funded, in whole or in part, by any third party including any commercial entity.
2. **Identifying Funded Intellectual Property**: The Host Institution shall allow HMF to visit its premises and to liaise freely and at will with its Research Personnel for the purpose of identifying

Funded Intellectual Property. In addition, promptly following the identification by the Host Institution (or its agent) of any Funded Intellectual Property which appears to the Host Institution to have potential to be translated to deliver patient benefit or which can otherwise be exploited commercially, the Host Institution shall notify HMF in writing giving full details of such Funded Intellectual Property.

3. **Prior notification of HMF**: HMF must be notified in good time (and in any event at least thirty (30) days) before either presentation or publication of any Results, whether patentable or not, which appear to be suitable for commercial exploitation or that are otherwise worthy of protection. At HMF's request, the dissemination of Results will be delayed to enable the protection of Funded Intellectual Property.
4. **Protection of Funded Intellectual Property**: The Host Institution shall take the steps necessary to protect Funded Intellectual Property as is reasonable to do so 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 HMF.
5. **Assignment to HMF if protection withdrawn or abandoned**: If the Host Institution decides to withdraw or abandon patent or similar protection in respect of Funded Intellectual Property, HMF shall be entitled to take an assignment of the property concerned and the Host Institution shall give HMF no less than sixty (60) days' notice to allow it to do so effectively.
6. **No exploitation without prior consent**: The Host Institution may not exploit, or grant any third parties the right to exploit, Funded Intellectual Property without the prior written consent of HMF. Where HMF consents to such exploitation, it may impose such conditions as it sees fit.
7. **Right to call for assignment to HMF:** HMF retains the right to call for an assignment to HMF of all Funded Intellectual Property. Such right is likely only to be exercised rarely. After such an assignment has been completed HMF and the Host Institution shall negotiate in good faith to agree the terms of a revenue share agreement in respect of net income received by HMF arising from the commercial exploitation of such Funded Intellectual Property.
8. **Commercial exploitation without consent**: If, notwithstanding the prohibition in section 6 of this Schedule A, Funded Intellectual Property is exploited commercially without HMF's prior written consent, the Host Institution shall:
   i. pay or transfer (as appropriate) to HMF sixty percent (60%) of all gross income and any other sums (whether in cash or otherwise) received by the Host Institution (or by any third party authorised by the Host Institution) from the exploitation of the Funded Intellectual Property, without any deduction of any costs, taxes or any other sums. However, if: (i) a third party contributes towards the directly incurred costs of the research which led to the creation of the Funded Intellectual Property; or (ii) HMF provides additional funding (over and above the directly incurred costs), then the foregoing revenue share shall be adjusted as HMF deems appropriate;
   ii. account to HMF for its revenue share on a quarterly basis, in pounds sterling;

iii. be solely responsible for rewarding the inventors of Funded Intellectual Property out of its share of gross income;
iv. provide HMF with a quarterly statement summarising all income received and costs incurred; and
v. ensure that proper books and records are kept (recording all exploitation activities and all income received/costs incurred) and allow HMF access to such books and records as HMF may reasonably request from time to time.

9. **Transfer of samples**: HMF 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 HMF's prior written consent.
10. **Retention of agreements**: The Host Institution shall retain copies of all agreements (including collaboration agreements, material transfer agreements and confidential disclosure agreements) proposed and/or completed relating to Funded Intellectual Property. The Host Institution shall provide HMF with copies of such agreements as HMF may request from time to time.
11. **HMF contact**: For further details contact the HMF research@humanmilkfoundation.org
12. **Definitions**: The definitions set out in section 16 of the Grant Conditions apply to this Schedule A.

Schedule B. Conditions for policy and information targeted research projects

1. **Application**: The conditions in this Schedule B apply where a Grant is identified in the GAL as a 'targeted research project', in addition to the Grant Conditions and other Terms and Conditions.
2. **Intellectual property**: For P&I targeted research projects, sections 11.2 and 11.3 of the Grant Conditions, Schedule A and any TTA shall not apply to the Funded Intellectual Property. Section 11.1 of the Grant Conditions shall apply and in addition the Host Institution hereby grants HMF the perpetual and irrevocable right to use, and permit others to use, Funded Intellectual Property for:
   i. public policy and public information purposes on an exclusive basis, unless HMF agrees otherwise; and
   ii. academic research and teaching without restriction on a non-exclusive basis (with, for clarity, the Host Institution being able itself and in collaboration with third parties to undertake academic research and teaching).

Should the Host Institution receive monetary or non-monetary income directly or indirectly from the commercial exploitation of Funded Intellectual Property, then the Host Institution shall share such income, in a reasonable proportion, with HMF.

1. **Project manager and key staff**: The Host Institution will ensure that the Grant Activities are managed by a named project manager. The project manager and key staff members who will conduct the Grant Activities must be identified to HMF before the Start Date, and may not be changed without consent from HMF.
2. **Publications**: In addition to the obligations set out in section 12 of the Grant Conditions, the Grant holder or Host Institution must send any publication of Results to HMF for review at least four (4) weeks prior to submission for publication. They must also comply with any publications policy issued by HMF.
3. **Payments and deliverables**: Section 5.3 of the Grant Conditions applies in all respects except, if specified in the GAL, frequency of payments. Instead, Grant payments will be made by HMF in accordance with key deliverables and dates as set out in the GAL.
4. **Definitions**: The definitions set out in section 16 of the Grant Conditions apply to this Schedule B.

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