

CHILDREN with LEUKAEMIA

Terms and conditions of funding

This Agreement dated **[insert date]** contains the terms and conditions that apply to the award of a grant (the “**Grant**”) by CHILDREN with LEUKAEMIA of 51 Great Ormond Street, London WC1N 3JQ, registered charity no 298405 (the “**Charity**”). They cover the contractual arrangements between the Charity and the Host Institution (as defined below) at which the research described in the Proposal (as defined below) (the “**Research**”) is to be carried out and also the working arrangements between the Charity, the Grant Holder and the Host Institution (as defined below).

These terms and conditions must be signed by way of acceptance by the Grant Holder, and by two duly authorised officers (normally the Head of Department and the Finance Officer) on behalf of the Host Institution. Additional terms and conditions which may apply to specific awards will be incorporated in the formal notification of award. These additional terms and conditions will form part of this Agreement.

Project title:	
Grant Holder:	
Host Institution:	
Amount of Grant:	

This Agreement is to cover the Research, as set out in the proposal submitted to the Charity in **[insert date]** and other papers submitted as part of the application (the “**Proposal**”).

1. Purpose of the Grant

The purpose of the Grant awarded under this Agreement is to undertake the Research.

2. Payment of the Grant

- 2.1. The Charity will only pay for the directly incurred and identifiable costs of the Research. It will not contribute towards Host Institution indirect or infrastructure costs such as rent, general utilities, general administration and supervision costs. The Host Institution hereby undertakes to allocate sufficient resource to meet the Full Economic Cost of the Research.
- 2.2. Payment of the Grant will be made quarterly in arrears upon receipt of an invoice from the Host Institution. Invoices should be submitted with enough detail to verify the costs incurred against the budget given in the application. Copies of suppliers’ invoices must accompany all claims for equipment.
- 2.3. The amount of the Grant will not be increased or extended other than in exceptional circumstances and at the sole discretion of the Charity. Provision should be made in the Proposal for the expected cost of salary rises over the period of the Research and, for the avoidance of doubt, salary rises will not constitute exceptional circumstances.
- 2.4. The Charity intends that there is some flexibility within the budget to allow for virement between different budget headings. The Charity does not need to be informed if the vired funds represent less than 10 per cent of the annual budget. However where the vired funds represent 10 per cent or more of the annual budget the Host Institution must apply to the



Charity in advance for written permission to re-allocate the funds.

- 2.5. Continuation of funding is dependent upon the receipt of satisfactory progress reports (see clause 3.4, below).
- 2.6. The final claim for payment of the Grant will only be accepted if it is submitted within six months of the end of the Grant period and a final report has been received by the Charity in a form acceptable to the Charity.

3. Project management

- 3.1. Funded projects must commence within 12 months of the date of the offer letter unless otherwise agreed with the Charity.
- 3.2. The Grant Holder is expected to be actively engaged in the Research and will be responsible for project management of the Research.
- 3.3. The Research should be conducted substantially according to the objectives and milestones indicated in the Proposal, subject to any variations set out in our offer letter dated **[insert date]**.
- 3.4. It is a condition of the Grant that the Charity receives an annual report on the progress of the Research. This must be provided within two months of each anniversary of the commencement date of the project. A final report must be provided within three months of the end of the Research. The Charity will write to notify the Grant Holder of the date by which each report is due and will set out the required format and content of the report. Failure to submit reports on time will jeopardise continuation of the Grant.
- 3.5. Progress reports will be reviewed by the Charity's Grant Panel and may be subject to external peer review.
- 3.6. The Grant Holder and the Host Institution must make themselves available for an annual review meeting with the Charity if so required. Such a meeting would usually take place at the Research site.
- 3.7. Further to clause 3.3, if the progress of the Research varies substantially from the milestones and objectives set out in the Proposal this may amount to a breach of this Agreement and the Charity reserves the right to withdraw the Grant. If the Charity decides to withdraw the Grant, the Grant Holder and the Host Institution will be given 28 days to appeal before the Grant is terminated. (Refer to clause 14 for further information on termination).
- 3.8. The Charity reserves the right to use extracts from the progress reports in its publications. It is the Grant Holder's responsibility to indicate any information that is confidential. The Grant Holder will be given the opportunity to approve any such extracts and must agree to co-operate with the Charity to meet reasonable deadlines. Consideration will always be given to potential Intellectual Property issues and to the need to avoid releasing unpublished results.

4. Employment of staff

- 4.1. If there is a 'to be appointed' employee in the Proposal, the Host Institution must inform the Charity when an appointment is made and must send the Charity a copy of the successful applicant's CV and details of the salary scale/grade on which they have been appointed. It



will not be possible to increase the Grant to allow for the appointment of a person on a higher level than originally envisaged. Provision should be made for this in the Proposal.

- 4.2. The Charity does not act as employer or accept any employer-type responsibility for those employed or otherwise engaged by the Host Institution to carry out the Research. In all cases where funding is provided for the employment of staff, the Host Institution must accept full responsibility for the management of all staff employed in or involved in the Research.
- 4.3. The Host Institution must undertake to comply with current national employment legislation and to issue a contract of employment to all those employed to work on the Research, in accordance with the provisions of such legislation, stating that the Host Institution is the employer. The Charity will not be responsible for any claims against the Host Institution under any statute or at common law, nor will it indemnify the Host Institution against any claim for compensation, or against other claims for which the Host Institution may be liable as an employer or otherwise.
- 4.4. In the event that this Agreement shall terminate or expire, the Host Institution shall indemnify the Charity and keep it indemnified on a continuing basis from and against all losses, costs, claims, demands, actions, fines, penalties, expenses, awards and all other liabilities (including without limitation any claim for a redundancy payment, unfair dismissal compensation or notice monies) and expenses (including legal expenses on an indemnity basis) in connection with or as a result of any claim or demand by or on behalf of any employee, independent contractor or agency worker, trade union, staff association or employee representative in respect of the employment or engagement of such employee, independent contractor or agency worker or its termination.
- 4.5. In the event that a person employed or engaged to work on the Research needs to take any long-term leave (including maternity leave, paternity leave or long-term sick leave) the Host Institution must inform the Charity immediately. The Charity may decide to suspend the Grant until the person returns to work but the decision will be taken on a case-by-case basis, in consultation with the Host Institution. The cost of the long-term leave must not be funded out of the Grant.

5. Research involving human participants

Approval from the appropriate Research Ethics Committees is required if the Research involves human participants or human biological samples. Approval should usually be sought before an approach to the Charity is made and copies of the approval documents should be enclosed with the Proposal.

6. Research involving animals

- 6.1. Where the Research involves the use of animals the Charity requires that the Research has the approval of the local Research Ethics Committee and that the Host Institution, the Grant Holder and the Research have the necessary Home Office licences (or equivalent for Research taking place outside the UK). Approval should usually be sought before an approach to the Charity is made and copies of the approval documents should be enclosed with the Proposal.
- 6.2. The Charity expects the Host Institution and the Grant Holder to consider, at an early stage in the design of any research involving animals, the opportunities for Reduction,



Replacement and Refinement of animal involvement.

7. Equipment

Any equipment which is purchased by the Host Institution out of the Grant will become the property of the Host Institution on the understanding that it will be used for the benefit of the Research for the duration of the Grant. Responsibility for the insurance and maintenance of such equipment shall remain with the Host Institution throughout its period of ownership.

8. Good scientific practice

- 8.1. The Charity expects the highest standards of integrity to be adhered to in the Research it funds. The Host Institution must have in place written standards of good research practice and written procedures for the investigation of allegations of scientific misconduct. Copies of these must be provided to the Charity on request. As a minimum standard the Host Institution must adhere to the Association of Medical Research Charities' *Guidelines on Good Research Practice* (copy appended).
- 8.2. In the event of fraud occurring, the Charity wishes to make it clear that it is the responsibility of the Host Institution to investigate. If a case of scientific fraud is suspected in the course of the Research then the Charity must be notified immediately and kept informed of all developments. The Grant would normally be suspended pending full investigation. If fraud is proven the Grant would be terminated immediately.

9. Dissemination

The Charity is under an obligation to ensure that the useful results of the Research that it funds are placed in the public domain. To ensure that the research we fund has maximum impact we are committed to ensuring that the results of this research are disseminated widely and contribute to the body of scientific knowledge.

- 9.1. The Grant Holder must make every effort to publicise their results, always ensuring that the Research is peer reviewed prior to it being published, publicised or disseminated.
- 9.2. The Charity supports the open access approach which enables researchers to make their results available freely on the internet and retain copyright of the publication. The Grant Holder may apply to the Charity at the time of publication for support towards the additional costs of this.
- 9.3. The Grant Holder must alert the Charity in advance of any articles or presentations based on the Research in time to allow consideration of the implications and wider publicity potential. The Grant Holder must ensure that copies of proposed articles (based wholly or partly on the research funded) are forwarded to the Charity when the article is accepted for publication or presentation at meetings/conferences.
- 9.4. Acknowledgement of the support of the Charity is required in all publications relating to the Research including abstracts submitted to scientific meetings.
- 9.5. Any press statements associated wholly or partly with the Research must be approved by the Charity prior to release. The Charity may wish to participate in any such releases. It is the responsibility of the Grant Holder to ensure that the Host Institution's press office is aware of this requirement.



- 9.6. The requirement to acknowledge the support of the Charity in publications and publicity relating to the Research does not constitute a licence to use its name and logo.

10. Liability

- 10.1. The Host Institution agrees to indemnify and hold harmless the Charity from damage to persons or property resulting from negligence on the part of itself, its agents or its officers.
- 10.2. In addition, where the Research involves human participants, it is recognised that there is the risk of these participants suffering non-negligent harm and provision should be made for this by the Host Institution.
- 10.3. The Host Institution agrees to indemnify and keep indemnified the Charity from and against any potential liabilities, costs, damages or expenses arising from and out of any claims made, whether against the Charity or the Grant Holder or the Host Institution, by Research participants as a result of any negligent or non-negligent harm.
- 10.4. The Grant Holder and the Host Institution must make it clear to Research participants that, whilst the Research has been funded by the Charity, the Charity can accept no responsibility for either negligent or non-negligent harm and that it is the Grant Holder and the Host Institution between them that are responsible for the Research undertaken.

11. Intellectual property (IP)

The Charity is under an obligation to ensure that the useful results of research that it funds are applied for the public good – to maximise the opportunities for advancement in the understanding, diagnosis and treatment of childhood leukaemia.

- 11.1. The Host Institution must promptly inform the Charity of any results arising from the Research - including any patents, design rights, copyright and other industrial and intellectual property rights and all scientifically useful material, know-how, data or invention - which may be suitable for commercial exploitation.
- 11.2. Publication or public presentation of the results should not occur until after consideration has been given to the need to protect IP and any necessary steps have been taken. However there should be no unnecessary delay before publication.
- 11.3. Ownership of the IP shall vest in the Host Institution. It is the responsibility of the Host Institution to take steps to protect any IP rights which may be identified. However, the Host Institution shall not be obliged to protect IP where, in the reasonable opinion of both the Charity and the Host Institution, there is insufficient commercial justification to do so.
- 11.4. All revenues generated through the commercial exploitation of IP arising from the Research shall be divided according to the Association of Medical Research Charities' *Guidance on revenue sharing on commercially exploiting charity funded research* (copy appended).
- 11.5. The Host Institution shall grant a perpetual, royalty-free, non-exclusive licence to the Charity to use any of the IP arising out of the Research in connection with the Charity's non-commercial activities.
- 11.6. No IP created as a result of work funded by the Charity may be exploited in any way without the prior written agreement of the Charity, such agreement not to be unreasonably withheld. Exploitation includes use for any commercial purpose or any licence, sale assignment, materials transfer or other transfer of rights.



- 11.7. In relation to the Research if funded jointly by the Charity and any other parties, the Grant Holder must inform the Charity promptly of the identity of any other parties, and must ensure that all such parties negotiate in good faith, with the Charity and the Host Institution, the terms of a collaboration agreement governing, amongst other things, the exploitation of IP rights in the results of the research, obligations of confidentiality regarding the results, the rights of the Charity and the other parties to exploit such IP and the division of the revenues arising from such exploitation.
- 11.8. The Charity requires the Host Institution to ensure that all persons working on the Research are employed or retained on terms that vest in the Host Institution all IP which is created or acquired by any such person in connection with the project. The Host Institution should have clear guidelines for employees, students, visiting fellows and subcontractors on procedures for the identification and protection of IP.

12. Fundraising and publicity

The money to fund research would not be available were it not for the activities and goodwill of the Charity's donors and volunteers. It is a condition of this Grant that the Grant Holder and the Host Institution co-operate with the Charity on fundraising/ publicity initiatives around the award of the Grant and the Research to be undertaken, always acknowledging the need for caution where wide publicity may confound the study and the Host Institution's own fundraising needs. If requested to do so, the Grant Holder must contribute at least one lay article each year for use in the Charity's fundraising or publicity materials during the period of the Grant.

13. Change of institution

- 13.1. If the Grant Holder wishes to move to another institution, the Charity must be informed in writing immediately. Normally it is acceptable to transfer the Grant - provided that adequate facilities are available at the new centre and the move has the approval of the heads of departments and relevant administrative authorities of the institutions concerned – but such decisions will be taken on a case by case basis. Reference should be made to clause 14.4 regarding termination of this Agreement.
- 13.2. In the event that any such move is agreed, the Charity would require that any equipment funded out of the Grant be transferred to the Grant Holder's new institution. The Host Institution agrees to transfer any such equipment as required by the Charity. The Charity will not be responsible for any transfer costs.
- 13.3. In the event that the Grant is transferred, the Host Institution agrees that the Charity shall have no further obligation to it (save in respect of prior breach) whether with regard to funding of this Research or otherwise.

14. Termination

- 14.1. If the Grant Holder and/or the Host Institution fail to comply with their obligations contained within this Agreement and any failure (if capable of being remedied) remains unremedied for 28 days after notice is served by the Charity, the Charity shall be entitled to terminate the Grant on three months' written notice. In this event, the Charity will meet the Host Institution's reasonable costs necessary to discharge such of the obligations detailed within the original project budget submitted as part of the Proposal which cannot be cancelled and which exist at the time of termination.



- 14.2. The Charity may terminate the Grant forthwith if:
- 14.2.1. The Host Institution and/or the Grant Holder does anything which in the reasonable opinion of the Charity brings or is likely to bring the name or reputation of the Charity into disrepute;
- 14.2.2. A resolution is passed for the voluntary or compulsory liquidation of the Host Institution or if a receiver is appointed over all or part of its business.
- 14.3. On termination of the Grant pursuant to clauses 14.1 and 14.2 of this Agreement the Host Institution and the Grant Holder will forthwith cease to use the Charity's name in connection with the Research, unless otherwise agreed by the Charity in writing.
- 14.4. In the event that the Grant Holder ceases to be employed by the Host Institution, this would amount to a breach by the Host Institution of this Agreement. In these circumstances, the Charity may elect to terminate this Agreement (provided always that this breach will not be viewed as being a breach capable of remedy), following which the Host Institution shall co-operate fully with the Charity, the Grant Holder and their new institution to facilitate successful completion of the Research.

15. Force Majeure

Neither the Charity nor the Host Institution shall be held to be in breach of the Agreement if it fails to meet its obligations owing to circumstances outside its reasonable control.

16. Alternative Dispute Resolution

- 16.1. If any dispute or difference arises between the parties pursuant to this Agreement, the parties shall, within 10 days of service of a written request from either party, meet in a good faith to resolve the dispute or difference. Where a face to face meeting is impractical (for instance in the case of Research taking place overseas), the meeting may be conducted via a conference call.
- 16.2. If the dispute or difference is not resolved at such a meeting, either party may propose to the other party by service of a written notice that the matter be referred to a non-binding mediation and, if such proposal is accepted, the mediator shall be appointed by agreement between the parties but shall, in all cases, be a UK-based organisation.
- 16.3. If the dispute or difference is not resolved by mediation within 60 days of a mediator being appointed or if the parties do not agree to refer the dispute or difference to mediation under this clause 16 or if the parties elect to withdraw from the mediation, the dispute or difference may be referred by either of the parties to litigation.
- 16.4. The parties shall not be obliged to comply with the terms of this clause 16 in the event that the dispute or difference concerns the payment or monies by one party to the other which payment has not been made and is now overdue in accordance with the terms of this Agreement.



SIGNED on behalf of the Charity by:

Chief Executive

SIGNED on behalf the Host Institution by two duly authorised officers:

Head of Department:
Print name and sign below: -----

Finance Officer:
Print name and sign below: -----

SIGNED by the Grant Holder:
Print name and sign below: -----

