

Cancer Research UK Terms and Conditions and Administrative Guidelines for Research Grants & Awards

Cancer Research UK funds cancer research through grants and awards to researchers in universities, medical schools and independent research organisations and by supporting research in its own institutes and Centres.

Cancer Research UK seeks to work in partnership with host institutions to ensure a readily understood and straightforward interaction. Our aim is to ensure the efficient administration of awards, which will in turn contribute to the success of the research activity.

There are Terms and Conditions attached to Cancer Research UK awards, which are set out in this document along with administrative guidelines.

The electronic version of this document can be found at: <http://science.cancerresearchuk.org/gapp/terms/>

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TERMS AND CONDITIONS AND ADMINISTRATIVE GUIDELINES FOR RESEARCH GRANTS & AWARDS

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1. INTRODUCTION

- 1.1 These standard Terms and Conditions for Research Grants and Awards, Cancer Research UK Funding Policies, any additional special terms and conditions specified by Cancer Research UK on any grant and the Grant Award Letter (GAL) together set out the Terms and Conditions on which the grant is awarded by Cancer Research UK. “The work” and “the research” mean work and research carried out under the research grant or award funded by Cancer Research UK.
- 1.2 In addition to the Terms and Conditions all grant holders and host institutions must also adhere to the Administrative Guidelines included within this document.
- 1.3 It is the responsibility of the principal/chief investigator and the host institution to ensure that all parties, including collaborators, supervisors and staff employed on Cancer Research UK grants, comply with the Terms and Conditions.
- 1.4 All grants awarded by Cancer Research UK are subject to the standard Terms and Conditions that apply at the time that the grant is awarded and any subsequent amendments to them. Cancer Research UK reserves the right to amend any prevailing Terms and Conditions, any special grant conditions in the GAL, Funding Policies and Administrative Guidelines for Grants from time to time. Cancer Research UK may also impose new conditions on any grant if circumstances change. Institutions will be informed of any change and issued with the revisions or directed to an updated version of the document on Cancer Research UK’s website.
- 1.5 Cancer Research UK reserves the right to withhold, suspend or terminate funding if any of the Terms and Conditions are not met.

2. RESPONSIBILITIES OF THE HOST INSTITUTION AND DISCLOSURES OF INFORMATION

2.1 General

- 2.1.1 The funding made available by Cancer Research UK must be applied exclusively for the purposes approved in support of the research for which it has been awarded and all conditions of funding stipulated by Cancer Research UK must be met.
- 2.1.2 If there is any change in the status of the host institution or the principal/chief investigator, Cancer Research UK must be informed as soon as possible.

2.2 Quality of the research

- 2.2.1 Work must be undertaken in an adequate and proper way and there must be appropriate training and supervision of those involved in the research.
- 2.2.2 Before publication, Cancer Research UK requires that work undergoes the host institution’s normal procedures for ensuring the validity of the results and the suitability of the research for general publication. Cancer Research UK cannot accept responsibility for the validity of the results nor for any statements made by the authors in the publication.

2.3 Tobacco industry funding

The host institution must comply with Cancer Research UK’s protocol on tobacco industry funding to universities. Cancer Research UK will not provide financial support where those who are, or would be, supported by Cancer Research UK are themselves supported by tobacco industry funding, or are working in such proximity to others supported by tobacco industry funding that there is any possibility or likelihood that facilities, equipment or other resources will be shared. This applies to all grants awarded after 1 April 1999.

Full details of the protocol can be found on our website:

<http://info.cancerresearchuk.org/images/pdfs/codeofpractice.pdf>.

2.4 Ethical and legal requirements

The host institution must take full responsibility for the management, monitoring and control of the research, together with any insurance or indemnity required. It is the responsibility of the host institution to ensure that all ethical, regulatory and legal requirements, including Home Office regulations and health and safety requirements, relating to the research are met and all necessary licences and approvals obtained. Cancer Research UK may require documentary evidence to confirm that such requirements have been met.

2.4a Administrative Guidelines: Ethical and legal requirements

- In all studies involving patients, patient tissue or patient information the necessary ethical approval must be obtained before any research is undertaken and the appropriate documentation should be submitted with the application. Where ethical approval can only be considered after funding has been approved, funding will not be released until proof of approval has been submitted.
- There are still areas of cancer research that are dependent on animal experimentation and Cancer Research UK supports the need for such research. Nevertheless Cancer Research UK is committed to reducing the use of animals as far as possible, provided that this is consistent with the present and future direction and requirements of cancer research. Applicants must adhere to the UK Coordinating Committee on Cancer Research (UKCCCR) Guidelines for the welfare of animals in experimental neoplasia. A Local Animal Research Ethics Committee must approve research proposals involving the use of animals and the appropriate documentation should be submitted with the application. No Cancer Research UK grant is to be used for any research on animals which has not been approved and set out in the grant application. Where ethical approval can only be considered after funding has been approved, funding will not be released until proof of approval has been submitted. Compliance with all Home Office regulations and any legal requirements regarding the use of animals is mandatory and is the sole responsibility of the host institution.
- Other regulatory approval such as sponsorship, MHRA approval through the Clinical Trial Authorisation, R&D approval from each local NHS Trust, insurance or indemnity arrangements, data protection registration and honorary contracts with NHS Trust(s), may also be required and written confirmation of the necessary approval(s) must be provided before funding is released.

2.5 Fraud & misconduct

The host institution must have in place appropriate and effective procedures to minimise the possibility for scientific fraud and misconduct and must investigate any allegations promptly and vigorously. Evidence of the procedure for dealing with fraud and misconduct must be made available to Cancer Research UK on request. If a case of fraud or misconduct is suspected in the course of the research then Cancer Research UK must be notified immediately. Cancer Research UK is entitled to suspend or terminate the grant immediately if it is dissatisfied with the investigation or if fraud is proven. Cancer Research UK retains the right to investigate any aspect of fraud and misconduct itself as it reasonably sees fit and the host institutions shall provide such assistance and information as Cancer Research UK may require for that purpose.

2.6 Audit

At the request of Cancer Research UK 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 Cancer Research UK and its agents to visit the institution to discuss the administration and accounting of its awards and, if necessary, to conduct its own audit of any Cancer Research UK grant account at the institution or the activities funded. For this purpose, Cancer Research UK and its agents and advisors may inspect and take copies of all relevant books of accounts and records.

2.7 Liability

- 2.7.1 Cancer Research UK accepts no responsibility for costs or liabilities incurred in connection with the research or other work funded by a Cancer Research UK award other than those costs specifically set out in the GAL and in these Terms and Conditions.
- 2.7.2 Cancer Research UK cannot be responsible for liabilities arising out of the acts or omissions of the host institution, the principal/chief investigator or others involved in the research or other work funded by a Cancer Research UK award and the host institution hereby indemnifies Cancer Research UK against any costs, claims or liabilities suffered or incurred by Cancer Research UK as a result of any action, claim or complaint brought by a third party against Cancer Research UK arising out of or in connection with the research or other work.
- 2.7.3 Cancer Research UK 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.

2.8 Information Disclosure to Government Departments and Regulatory Authorities

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

2.9 Freedom of Information Act

Cancer Research UK acknowledges that the host institution is subject to the Freedom of Information Act 2000 ("FOIA") and that the host institution is responsible for determining whether any information is to be disclosed in response to a third party request for information made under the FOIA. However, the host institution will consult with Cancer Research UK and take its views into account should any request for information be made with respect to information produced in the course of the research or otherwise relating to the research or the grant.

2.10 Confidentiality and Conflict of Interest

The host institution shall ensure that:

- (i) any relationship between host institutions, funded researchers and commercial organisations shall be appropriate and not unduly benefit the commercial organisation or influence the research; and
- (ii) any form of remuneration by a company for consultancy shall be made only for the provision of advice and the exchange of ideas and shall not enable that organisation to gain inappropriate access to Funded Intellectual Property.

The host institution shall inform Cancer Research UK of any consultancies, directorships or other commercial relationships with other entities which may give rise to a conflict of interest or otherwise be relevant to the funded research.

Applications will be subject to peer review in line with Cancer Research UK's current policies. It is the responsibility of the principal/chief investigator and host institution to notify any commercial collaborators of the application and obtain their agreement for the disclosure of confidential information.

3. AWARD OF A GRANT

3.1 Grant offer and acceptance of the award

- 3.1.1 Cancer Research UK reserves the right to withdraw an award offer at any time.
- 3.1.2 Once an application for financial support has been approved a grant will only be awarded when Cancer Research UK is satisfied that all the necessary conditions have been met.
- 3.1.3 If it is subsequently discovered that in the application relevant to the award, material information was withheld or was misleading, Cancer Research UK may terminate the grant and/or recover any amounts paid as it reasonably considers appropriate in the circumstances.
- 3.1.4 If a grant offer is not activated within 3 months of the proposed start date, Cancer Research UK may withdraw the award.
- 3.1.5 Cancer Research UK takes no responsibility for expenditure incurred before the award is activated but will provide funding to the host institution in line with the GAL once the award has been formally activated.

3.1a *Administrative Guidelines: Grant offer, acceptance of award and activation*

- Except when the grantee is informed otherwise, awards will be provided on the following basis: After Cancer Research UK has established the level of award for the first instalment (or for awards existing as at February 2009, the 2009/10 instalment) a single, fixed indexation rate will be applied to all subsequent instalments of the award for both salaries and running expenses, with the exception of fellowship and studentship salaries. The indexation rate set will apply for the remaining duration of the award. Once the award value has been set no additional money will be available for any increases to salaries or running expenses (unless changes in the level of award in subsequent years were approved at time of funding). Please refer to section 7.7 Virements within an Award.
- An award will be offered by Cancer Research UK and the principal/chief investigator, co-investigators, head(s) of department and appropriate administrative authority for the host institution are required to sign the Undertakings (Award) Form (UAF) (only original signatures will be accepted), indicating acceptance of the award and agreement to abide by the Terms and Conditions.
- Awards made by Cancer Research UK are offered in a GAL addressed to the principal/chief investigator in a designated host institution. Each principal/chief investigator will be assigned a unique contact reference number (prefixed C), followed by the award number (prefixed A) for the research, the title of which will be stated in the GAL. The GAL will identify the total duration of support (but this will be subject to the satisfactory outcome of all reviews during that period) and the duration of the instalment awarded until the outcome of the next review is known (both periods being subject to the Terms and Conditions and Administrative Guidelines for Research Grants and Awards).
- The proposed start date of a grant will be identified on the GAL and will be the earliest date from which the grant can be activated. In some circumstances such as staff recruitment, patient recruitment or awaiting ethical approval the start of a grant may be delayed by the principal/chief investigator by up to 3 months. Where an additional delay is anticipated, for instance in Clinical and Translational Research prior written approval must be obtained from Cancer Research UK, for a longer activation period and this will be reviewed at three monthly intervals. To formally activate the grant the Grant Activation Form (GAF) and the completed UAF sent out with the GAL must be submitted. The start date for an equipment only award cannot be changed and Cancer Research UK only requires a UAF to activate this type of grant.

- Receipt of the GAF, UAF and publishable abstract by Cancer Research UK initiates payment of the grant from the activation date and determines the times at which Cancer Research UK will request progress reports and renewal information (see Section 8). The grant termination date is then defined by the duration of the award from the activation date. Once the GAF has been received by Cancer Research UK the activation date cannot be changed.

3.2 VAT

It is not expected that grants and awards will be interpreted by HM Revenue and Customs as being a taxable supply for VAT purposes. However, for the avoidance of doubt all amounts specified to be covered by grants and awards are stated *inclusive* of any VAT that may be payable. If any grant and award is found to be a supply on which VAT is due Cancer Research UK will consult with the host institution over the cost implications.

3.3 Overheads and Full Economic Costing

Cancer Research UK does not pay directly allocated costs unless they are specifically and clearly identified in the GAL and does not pay any indirect costs.

3.4 Availability of funds

Once a grant has been awarded by Cancer Research UK, financial support will be provided for the stated period subject to availability of the necessary funds. Support is provided in instalments and the principal/chief investigator will be required to comply with the reporting obligations set out in the guidelines document. A lack of funds could result in the premature termination of the grant.

3.5 Suspension or termination of a grant

Cancer Research UK reserves the right to suspend or terminate a grant at any time and for any reason. So far as reasonably practicable, Cancer Research UK shall endeavour to give not less than 60 days prior notice.

3.5a **Administrative Guidelines: Suspension or termination of a grant**

- Where Cancer Research UK terminates a grant it will reimburse the host institution for those eligible costs properly incurred under the award up to the effective date of termination unless the grant is terminated due to the default of the host institution or principal/chief investigator.
- Temporary suspension of a grant, at the request of the principal/chief investigator, will only be agreed in exceptional circumstances and then only in cases where the grant provides running expenses only or support for a single post. A grant may not be suspended for longer than four months and there must be no increased financial implications for Cancer Research UK.

3.6 Divergence from the original aims of the award or early discontinuance

Any plans to significantly change direction from the aims outlined in the original grant application will require the prior written agreement of Cancer Research UK. In the event of the research being discontinued before the date of the expiry of the grant Cancer Research UK must be notified immediately in writing. Cancer Research UK will not be responsible for any costs incurred after research has been discontinued except by specific written agreement.

3.7 Transfer of a grant

The host institution must notify Cancer Research UK if the principal/chief investigator transfers to another institution.

3.7a *Administrative Guidelines: Transfer of a Grant*

- Should the principal/chief investigator move to an alternative institution which is eligible to receive funding from Cancer Research UK and able to support the research activity during the tenure of the grant it would normally be expected that the grant would transfer with him/her. The new host institution must sign the UAF, indicating acceptance of the award and agreement to abide by the Terms and Conditions. If the principal/chief investigator does not wish to transfer the grant and the host institution believes that the work can be satisfactorily continued with alternative supervision, written permission from Cancer Research UK must be obtained before any changes are implemented. If permission for any changes is not given by Cancer Research UK or it is not possible to agree suitable arrangements for the continuation of the work as originally envisaged, Cancer Research UK may terminate the grant.

4. RECRUITMENT AND EMPLOYMENT OF STAFF

- 4.1 Where support is provided for the employment of staff under a grant Cancer Research UK does not act as the employer. The host institution is responsible and liable for recruitment, the issue of contracts and all duties and responsibilities of an employer. Cancer Research UK will not be responsible for any claims under any statute or at common law, nor will it indemnify the host institution against any claim for compensation for which the host institution as the employer may be liable. (In exceptional and specific circumstances a grant may include support costs for Cancer Research UK staff working within the host institute environment and such staff will remain Cancer Research UK employees.)
- 4.2 Cancer Research UK will not be responsible for any staff related costs supported by a grant which existed before or extend beyond the defined grant period and will not be liable for or meet any staff related claims or costs (such as unfair or constructive dismissal, redundancy or employment termination costs) whether as a result of normal or early termination of the grant.
- 4.3 The host institution must ensure that all staff, particularly those new to research, receive adequate training in all research methods and health and safety. Clinical research training must meet the requirements of the appropriate Royal College and/or the Post Graduate Medical Education and Training Board. It is the responsibility of the host institution to make suitable provision for the management and leadership training and development of all Cancer Research UK supported staff with managerial responsibility.

4a *Administrative Guidelines: Recruitment and employment of staff*

Staff appointments and Salary increases

- Cancer Research UK will specify in the GAL the staff posts that the award is to fund. The funding is provided for salary, the employer's national insurance contribution and an employer's pension contribution which will be no higher than the rate used by the USS or NHS scheme and may not be used to offset any prior under funding of the pension scheme. The amount provided to fund each post will be stated in the GAL and this amount will include an adjustment (determined by Cancer Research UK) to provide towards cost of living and incremental rises that may occur during the first instalment. Subsequent instalments will be subject to a single fixed indexation rate for the remaining duration of the award. Apart from this adjustment no additional money will be made available for increases to staff costs. Cancer Research UK does not meet the cost of NHS merit awards or clinical excellence awards or any other supplement or enhancement earned in the course of providing patient care to NHS patients. Cancer Research UK does not pay redundancy or employment termination costs and the salary allocation or any vired funds must not be used to pay any such costs incurred.

- The levels of salaries of Principal/Professorial scientist or equivalent level staff funded in Cancer Research UK supported institutes or in designated Cancer Research UK Departments, Laboratories or Research Groups are considered periodically and you will be notified of procedures when required.

Salary level awarded

- Cancer Research UK's committees will have agreed the category of appointment (scientist, technician etc.) and the salary available and this information will be stated on the GAL. The total award will not be increased if salary paid exceeds the amount stated in the GAL (but please also see Section 7.7 Virements within an Award).

Advertising and recruitment

- All advertisements for staff who are to be funded from a grant must indicate that the research is funded by Cancer Research UK. The host institution is responsible for advertising posts and must meet the costs associated with recruitment.

Employment of clinical staff: honorary clinical contracts

- All Clinical Staff appointed on grants should hold honorary NHS clinical contracts or honorary University contracts at the appropriate level, e.g. Specialist Registrar, and if appropriate will need to secure their national training number through their host clinical departments. The host organisation is responsible for ensuring all clinical staff have the necessary professional registration and occupational health clearance and Cancer Research UK accepts no liability for any claim arising out of matters relating to fitness to practice.

Vacancies

- Vacancies may be filled without reference to Cancer Research UK provided the contract of employment does not extend beyond the termination date of the grant (unless the host institution wishes to extend the contract at its own expense).

Maternity arrangements

- Pregnant women may be entitled to a period of paid or unpaid maternity leave depending on their length of continuous service and whether or not they intend to return to work. The host institution may use the salary allocation to make maternity benefit payments to staff whose salaries are paid from a grant funded by Cancer Research UK, provided that the period of maternity leave does not extend beyond the termination date of the grant and that the staff member has been employed on the contract for the statutory requirement. All benefits payments taken from the salary allocation for the post must be net of any benefit payments recoverable elsewhere and must not exceed the amount awarded. Please note separate conditions apply to studentships, refer to Section 18.
- Should the requirement for maternity leave arise, the principal/chief investigator should consult the host institution for details of the statutory and any local maternity benefits and inform Cancer Research UK of the situation. Any unspent salary allocation for the post after the maternity benefit has been paid may be used to employ temporary cover. For staff entitled to unpaid maternity leave, all unspent salary allocation may be used to employ temporary cover.
- If the pregnant woman is the only staff member employed through the grant, Cancer Research UK will consider allowing the grant to be suspended and any unused funds to be used to extend the grant.
- Cancer Research UK expects the host institution, as the employer, to identify any risks which could affect the health of 'new and expectant mothers' and to have taken actions necessary as a result of identifying any risks.

Paternity leave/leave for adoption/other statutory leave (e.g. parental leave)

- Should the requirement for authorised periods of leave arise, the principal/chief investigator should consult the host institution for details of the statutory payments and may use the salary allocation for the post to make the statutory payments. Cancer Research UK must be notified of any long-term periods of leave. If this is the only staff member employed through the grant, Cancer Research UK will consider allowing the grant to be suspended.

Long-term sick leave

- If a member of staff whose salary is paid from a grant funded by Cancer Research UK is absent from work on long-term sick leave the host institution may use the salary allocation for the post to make statutory sick leave payments. Cancer Research UK must be notified of any periods of long-term sick leave (any period of sick leave that materially affects the research and all periods of leave of more than 1 month). If the period of leave extends beyond 3 months, Cancer Research UK reserves the right to review future payments. If this is the only staff member employed through the grant, Cancer Research UK will consider allowing the grant to be suspended.

5. EQUIPMENT**5.1 Ownership**

Normally equipment purchased with Cancer Research UK funds belongs to the host institution but during the life of the grant is to be used primarily for the approved research project.

5.2 Liability

- 5.2.1 Cancer Research UK is not liable for loss or injury caused or deemed to be caused by the use or misuse of any equipment funded under a grant and is not liable for any equipment related costs (such as installation, maintenance, etc) unless expressly awarded on the GAL.
- 5.2.2 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.

5a Administrative Guidelines: Equipment awards**Equipment awards**

- Awards for equipment will be indicated on the GAL or via a formal letter authorising the award. The award is for the specified items only and the value of the award may not be exceeded.
- All requests for equipment should be made at the time of application. If a case for replacement or new equipment arises the principal/chief investigator should contact Cancer Research UK for advice.
- Details of the claims procedures for equipment awards are in Section 7.5.

Purchase of equipment

- All items of equipment must be purchased by the host institution. Cancer Research UK does not normally purchase the equipment for grant funded projects.
- On occasion it may be preferable to purchase equipment before a grant is activated e.g. in order to secure a favourable quote from a manufacturer. Although Cancer Research UK cannot meet claims for equipment before the grant is active, host institutions may agree to purchase the equipment and delay claiming until after activation however Cancer Research UK would not be liable for any costs if the grant was subsequently not activated.

Maintenance

- Cancer Research UK is prepared to meet appropriate maintenance costs for equipment which has been purchased with Cancer Research UK funds, for the duration of the grant, provided these costs have been identified on the main application form at the time of the original application. However, it should be noted that the insurance costs of the equipment will not be the responsibility of Cancer Research UK, and should be included under the host institution's normal equipment insurance cover.
- Cancer Research UK will consider requests for a contribution to the maintenance costs of the equipment, purchased through a Cancer Research UK award. Where institutions operate a policy of access charges to equipment, Cancer Research UK will consider payment of an access charge

in lieu of consideration of maintenance costs. However, having paid for the equipment, in whole or in part, Cancer Research UK will not pay for access under full economic costing. If payment of an access charge is approved it will be clearly stated as a separate running cost in the GAL.

VAT relief

- Research that is not undertaken with a commercial end in mind is treated as a non-business activity for VAT purposes. This means that any VAT incurred on goods and services for the research programme (known as input tax) cannot be reclaimed from HM Revenue & Customs (HMRC). However, in some circumstances a supplier can invoice expenditure without VAT being charged. The expenditure is then said to be 'zero-rated'. This requires a VAT certificate to be issued by the purchaser to the supplier.
- As set out in Section 7.5 Cancer Research UK will only fund the cost of equipment taking into account any VAT relief available. As a result it is vital that host institutions take advantage of these provisions.
- Relief can be obtained in respect of medical and scientific equipment used in human medical research, training, diagnosis or treatment. It must always be made clear that 'medical' refers to human medicine as the ultimate aim of the research. A comprehensive list of equipment that qualifies for 'zero-rating' is set out in HMRC's Notice 701/6. Equipment that can be zero-rated includes computer equipment used for a research application. Specialised computer software can also be eligible for zero-rating but not a standard software package capable of general use. The cost of repairs, hire, spare parts and maintenance costs of equipment that has been zero-rated can in turn be zero-rated.
- Only principal/chief investigators and their host institutions can arrange for the purchase of equipment to be 'zero-rated' for VAT purposes. This can be done using the standard declaration certificates (in particular Certificate A) provided in HMRC Notice 701/6 Supplement.
- The VAT relief set out in this section is available to so called 'eligible' bodies. 'Eligible' bodies are defined to include most designated host institutions for Cancer Research UK awards. This covers UK Health Authorities and hospitals and research institutions whose activities are not carried out for profit (this includes universities and research charities). It is a requirement that the purchase is funded with charitable funds.
- Further information on VAT is available from the HMRC website www.hmrc.gov.uk. Relevant HMRC Notices include:
 - Notice 701/1 Charities
 - Notice 701/6 Charity funded equipment for medical, veterinary etc uses
 - Notice 701/6 Supplement issued April 1997 (includes examples of zero-rating certificates)
- The law and practice of VAT is subject to change and Cancer Research UK can take no responsibility for reliance made on comments on VAT matters in this document.

Relocation of principal/chief investigator

- Should the principal/chief investigator move to another institution during the tenure of the approved research grant, Cancer Research UK would expect that the equipment on the grant be transferred with them after discussion with the institutions concerned.

6. RUNNING EXPENSES

6a Administrative guidelines: Running expenses

General

- Running expenses are paid as part of the standard payment. The GAL will indicate the level of running expenses agreed by Cancer Research UK's committees for a grant/award. Although Cancer Research UK requires applicants to itemise running expenses for the purposes of assessing an application, in most cases a single total figure is shown on the GAL. The only exceptions are where a particular award requires special running costs, larger quantities of items or

directly allocated costs.

- Principal/chief investigators are expected to use the running expenses appropriately and as identified in their grant application to fulfil the requirements of the research funded by the award and may be asked to account for expenditure and undergo an audit process. It must be stressed that the sum awarded is a maximum, and costs incurred over that figure must be borne separately by the host institution (but please also see Section 7.7 Virements within an Award).
- For the avoidance of doubt, awards for running expenses must neither be used for payment of directly allocated costs, unless they are specifically and clearly identified in the GAL, nor for any indirect costs.

Patient/volunteer costs

- Cancer Research UK will only pay travel costs for patients and volunteers as specified in the GAL.

VAT

- Many consumables used in human medical research are zero-rated for vat.
- Maintenance of and spare parts for equipment that has been zero-rated can be purchased without having to pay VAT. The procedures outlined in Section 5a 'VAT relief' apply to these items.
- Medicinal products can be zero-rated when supplied to a charity engaged in medical research. Additionally, zero-rating can apply to the supply to a charity, engaged in human medical research, of a substance directly used by the charity for testing or mixing with other substances in the course of medical research. These VAT reliefs only apply to charities and, for example, would not apply to UK health authorities. A VAT certificate will usually need to be provided by the purchaser to the supplier. An example of the type of certificate that should be used is included in Annexe 1 of HM Revenue & Customs (HMRC) notice charities 701/1. See Section 5a for further details.

7. PAYMENTS AND USE OF AWARDS

7.1 Release of payments

Payments for recurrent costs will normally be made quarterly in arrears. At the commencement of the award Cancer Research UK requires that a GAF and UAF be submitted before payments can be made. The award must be activated within 3 months of the start date, except where a specific dispensation has been given by Cancer Research UK such as delays with a clinical trial. If an award is not activated within 3 months of the proposed start date, Cancer Research UK may withdraw the award.

7.1a Administrative Guidelines: Release of payments

Awards of greater than one year in duration are made in instalments. The instalment period for an award will be based on the frequency of the Scientific Milestone Review (SMR). Payments of the instalments for recurrent costs, salaries, stipends and running expenses will normally be paid quarterly in arrears. At the commencement of the award Cancer Research UK requires that a GAF, UAF and publishable abstract be submitted before payments can be made.

7.2 Time limits for document, reconciliation and claim submission

The host institution must submit all forms requested by Cancer Research UK within the time limits set out in the following table. Cancer Research UK will not be responsible for any claims for payment submitted outside these time limits.

Document Required	Time limits for submission
Grant Activation Form (GAF)	3 months after proposed start date.
Undertakings Award Form (UAF)	3 months after proposed start date.
Financial Reconciliation Form (FRF)	3 months after reconciliation period end date.
Equipment Claim Form (ECF)	12 months after grant start date.

7.3 Financial reconciliation

The administrative authority must submit reconciliation details to Cancer Research UK as required within three months of the end of each reconciliation period. Cancer Research UK accepts no responsibility for and will not meet the costs of any overspend on the allocated funding unless prior written authorisation has been given.

7.3a Administrative Guidelines: Financial Reconciliation

Financial reconciliation (Transition Clause for instalments that commenced prior to 1st April 2009)

- The following transition clause only applies to instalments that commenced prior to 1st April 2009. This transition clause is required to enable host institutions to submit a claim for additional costs arising from the recently implemented nationally agreed pay awards. For the avoidance of doubt this transition clause does not apply to any instalments of awards that commence after 1st April 2009 (irrespective of the original award date).
- The Transition Clause: For instalments that commenced prior to 1st April 2009, the host institution is required to submit a reconciliation statement within three months of the instalment end date. In reconciling the instalment for this period Cancer Research UK will consider submissions for costs arising from nationally agreed pay awards and incremental progression within a recognised pay model. Any under spends for the instalment will revert to Cancer Research UK in full.

Financial reconciliation (Post transition i.e. for instalments commencing on or after 1st April 2009)

- Each award will have interim reconciliations which will normally be at three year intervals from the original award commencement date (if the award is of sufficient duration) plus a final reconciliation at the end of the award. If an award is terminated or materially reduced at a SMR then a reconciliation will be required at that time.
- The administrative authority must submit reconciliation details in a Financial Reconciliation Form (FRF) to Cancer Research UK as required within three months of the end of a reconciliation period. Cancer Research UK accepts no responsibility for and will not meet the costs of any overspend on the allocated funding unless prior written authorisation has been given.
- Once submitted, the FRF will be checked and if necessary queries will be raised with the host institution. To reduce the significant time it can take to settle FRFs, Cancer Research UK reserves the right to settle and process FRFs as it reasonably sees fit if the host institution does not respond to any queries within one calendar month.
- Cancer Research UK reserves the right to recover from the host institution any savings identified at an interim reconciliation of an award (for example due to a decision by the awarding committee). If the savings are not recovered then they can only be retained by the host institution for the continued use of the award in accordance with the terms and conditions and administrative guidelines. In addition any savings identified at the final reconciliation (including any savings from interim reconciliations that have not been subsequently used for the purposes approved) will revert to Cancer Research UK in full. The only exception would be when a grant is formally extended by

Cancer Research UK, in which case the final reconciliation would be deferred until the end of the extension.

- Cancer Research UK will always recover any savings that are ineligible for virement at all reconciliation points.
- At each financial reconciliation the host institution must notify Cancer Research UK if it has received any other grants or reimbursements for posts funded by the award. If the income received consequently exceeds 100% of the employment costs, the host institution agrees to repay Cancer Research UK an appropriate proportion of the excess so that the net funding received does not exceed 100%.

7.4 Final reconciliation

The final quarter of a grant will not be paid until all instalments of the grant have been reconciled and will be withheld if Cancer Research UK has not received the Final Report. The final reconciliation must be submitted within 3 months of the grant termination date. Cancer Research UK will not pay claims for outstanding payments submitted after the 3 months.

7.5 Equipment payments

An equipment award must be claimed within 12 months from the start date of an award or 12 months from the year it was requested and approved. Equipment awards not claimed within this timeframe will be withdrawn and will not be paid by Cancer Research UK.

7.5a *Administrative Guidelines: Equipment payments*

- Cancer Research UK will not accept claims for equipment of a different type from that awarded unless prior permission has been given, nor accept any liability to pay VAT due to any failure to observe the procedures outlined in Section 5a in the ordering of equipment which qualifies for relief.
- Once the equipment has been received and found to be satisfactory, the host institution should pay the invoice and reclaim the full cost up to the value of the award from Cancer Research UK, using an Equipment Claim Form (ECF). In accordance with audit requirements, expenditure will be reimbursed when the Grants Payable Team of Cancer Research UK receives the ECF, to which photocopies of relevant invoices must be attached.
- In some cases Cancer Research UK's committees may award a contribution either towards a larger item of equipment, in the anticipation that the balance will be obtained from other sources, or towards general, unspecified items if e.g. the applicant is setting up a new laboratory. In each of these cases claims for expenditure, up to the maximum level awarded, must be made on an ECF.

Buildings and refurbishment payments

- Where an award has been made by Cancer Research UK for construction, modification or refurbishment of a building, this must be paid for by the Institution administering the grant. Individual payment schedules will be agreed with each award and payment will be made by Cancer Research UK as agreed milestones are met.

7.6 Payments to Cancer Research UK

Where any amounts paid by Cancer Research UK exceed the amounts justified and accepted for the period in question or payments have not been used in accordance with the Terms and Conditions and Administrative Guidelines of the award the host institution agrees to repay Cancer Research UK the sum in question on whatever terms it may specify. Cancer Research UK may recover sums owed to it by offsetting them against any other sums (including other grant payments) owed to the host institution.

7.7 Virements within an Award

7.7.1 Cancer Research UK will allow the allocations for salary and running expenses to be openly vired to other salary and running expenses allocations within that award subject to the following conditions:

7.7.2 The vired amounts must still only be used for funding the directly incurred research expenditure for salaries and running expenses approved in the GAL (and that falls within the rules set out in the Terms and Conditions and Administrative Guidelines for Research Grants and Awards), except that vired funds can be used to pay for costs of attendance and travel (standard class only) to conferences related to the research.

7.7.3 The following virements are not allowed:

1. To or from the amount allocated for Fellowship salaries (where any differences will be met either at reconciliation or by a supplement).
2. To or from student stipends and Bursaries as these are fixed amounts set by Cancer Research UK.
3. To or from the amount allocated for a Principal Investigator's Salary (without prior written consent from Cancer Research UK).
4. From the salary allocation of any post unfilled for 6 months or more.
5. To or from the amount allocated for Equipment (items with a value of £5,000 or more).
6. To pay for costs that fall outside the rules in clause 7.7.2. For the avoidance of doubt examples of costs that are not allowed include redundancy or other termination costs, directly allocated costs or indirect costs and any costs of research that had not been approved (other than conference and related travel costs referred to in clause 7.7.2).
7. To pay for the costs of another award or other research.

7.7.4 Any virement must be declared at financial reconciliation.

7.7a Administrative Guidelines: Supplements

- Supplementary awards will not be granted other than in very exceptional circumstances however Cancer Research UK allows virements within awards (please refer to Section 7.7).
- In the case of Clinical and Translational Research where there has been a delay due to external factors not foreseen at the time of the approval of the award and where the delay had led to commensurately lower than anticipated expenditure in the first annual instalments, Cancer Research UK at its discretion may consider a possible extension and supplement.

7.8 Joint awards

For joint awards where the research will be split between two or more institutions, one principal/chief investigator and one host institution must be designated. The designated host institution shall receive all payments made by Cancer Research UK for the grant, administer the grant and transfer the appropriate funds to the other participating institutions without undue delay. It is the responsibility of the principal/chief investigator and the host institution to ensure that all parties, including collaborators, supervisors and staff employed on Cancer Research UK grants, comply with Cancer Research UK's Terms and Conditions. Cancer Research UK may request that a separate Undertakings Form is signed for each institution, where more than one institution is expending grant funds.

8. REVIEWS, REPORTS AND RENEWALS

- 8.1 The principal/chief investigator will be required to submit progress reports on the research funded by the grant as required by Cancer Research UK. This may include a SMR, which is a full scientific progress report which is subject to review by a Cancer Research UK funding committee. Continued support for the award will only occur if the funding committee considers satisfactory progress has been made, to an appropriate standard of research and in compliance with the terms and conditions of the award.
- 8.2 An Annual Research Update Report on all awards must be submitted within the time specified; failure to do so will result in a financial penalty.
- 8.3 A Final Report in the form requested by Cancer Research UK is required for all grants and must be submitted within three months of the end of the grant or may accompany an application for a further period of support. However in this case a further report may be required to cover the final months of the grant. The Final Report must be signed by the Head of the Department or, if a Department Head holds the grant, by an authorised signatory for the host institution. Failure to submit a final report will result in a financial penalty and prevent any further applications to Cancer Research UK until it is received.
- 8.4 Cancer Research UK may require the principal/chief investigator to complete and submit other reports or provide supplementary information relating to the grant at any time.

8a *Administrative Guidelines: Reviews, Reports and Renewals*

Types of awards

Grants are categorised into one of the following three types based on Cancer Research UK's reporting requirements:

A - Annual awards

- Annual awards recognise the need to review scientific progress on an annual basis, for example clinical trials. Annual awards require the submission of a SMR and a Research Update Report on an annual basis.

M - Multi-year awards

- Multi-year awards recognise that certain awards, for example some programme grants and certain personal awards, do not yield significant scientific outcomes within a 12 month period, and therefore it is appropriate to assess progress at longer intervals. Multi-year awards require the submission of a SMR towards the end of year three of the award. In addition, a Research Update Report will be required on an annual basis.

F - Full duration awards

- Full duration awards recognise that certain awards, for example project grants and small grants, do not yield significant scientific outcomes during the early stages of the award, and it is therefore appropriate to assess outputs at the end of the award. Full duration awards require the submission of a Research Update Report on an annual basis.

The type of award is set out in the GAL.

Scientific Milestone Reviews

- The SMR is a scientific progress report which is subject to review by our scientific awarding committee.
- If you have been granted an annual award the principal/chief investigator is required to submit a SMR towards the end of each annual instalment of the award as required by Cancer Research UK. Renewal of the Grant for a further instalment will only occur if the awarding committee considers satisfactory progress has been made to an appropriate standard of research and in compliance with the Terms and Conditions of the award.

- If you have been granted a multi-year award the principal/chief investigator is required to submit a SMR towards the end of the third year of an award as required by Cancer Research UK. Renewal of the grant beyond the first three years for the remainder of its agreed duration will only occur if the awarding committee considers satisfactory progress has been made, to an appropriate standard of research and in compliance with the Terms and Conditions of the award.
- If you have been granted a full duration award you will usually not be required to submit a SMR during the term of the award.

8b Administrative Guidelines: Application for renewal, or extension of funding

Renewal

- It is the responsibility of the principal/chief investigator to reapply for further support before the end of the award period, if this is required. Applications may be made for either an extension of support or for a new grant. Adequate time should be allowed for an application to be processed and Cancer Research UK accepts no responsibility for any costs incurred by failure to make such an application.

Renewing a Programme Grant

- Applications to renew Programme grants are assessed by a quinquennial review, which may involve a site visit by an expert Review Party. The timing and procedures for quinquennial reviews will be discussed with the principal/chief investigator at the appropriate time.

Project and other Grants

- No formal notification will be given to principal/chief investigators to signal the end of the period of support. Principal/chief investigators who intend to apply for a further period of support must ensure that they submit a new application in good time.

Extension

- Cancer Research UK will consider requests for extensions but only in exceptional circumstances and in most cases the principal/chief investigator will be required to follow normal application procedures.

9. RESULTS, INTELLECTUAL PROPERTY AND COMMERCIAL EXPLOITATION

- 9.1 “**Funded Intellectual Property**” means all results (including all biological and chemical materials) and intellectual property rights generated through Cancer Research UK funded research other than in the course of: (i) a DDO Clinical Trial (in respect of which a DDO Agreement has been completed); or (ii) a Phase III/IV/FS Trial. Funded Intellectual Property includes all Sample Rights (as defined in Section 11.2).

The following Sections 9.2 to 9.6 (inclusive) apply to all Funded Intellectual Property. For further information regarding DDO Clinical Trials and Phase III/IV/FS Trials see Sections 10 and 11 respectively.

- 9.2 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 (including students, visitors and sub-contractors) provide for automatic and immediate vesting in the host institution of Funded Intellectual Property.
- 9.3 The host institution and its research personnel shall co-operate fully with Cancer Research UK, and its wholly owned subsidiary Cancer Research Technology Limited (including its successors) (“**CRT**”), in all matters relating to Funded Intellectual Property.
- 9.4 Following receipt of a request by CRT or Cancer Research UK, the host institution will negotiate and enter into a technology transfer agreement (“**TTA**”) with CRT in relation to Funded Intellectual Property.

- 9.5 In the event that there is a TTA in place between CRT and the host institution, the terms of such TTA shall supersede this Section 9 from the date such agreement becomes effective.
- 9.6 In the event that there is no TTA in place between CRT and the host institution, the following Sections 9.6 (i) to (x) (inclusive) shall apply:
- (i) The host institution grants Cancer Research UK the non-exclusive right itself, or by granting to recipients of Cancer Research UK 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.
 - (ii) The host institution shall allow CRT 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 CRT in writing giving full details of such Funded Intellectual Property.
 - (iii) CRT 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 CRT's request, the dissemination of such results will be delayed to enable the protection of Funded Intellectual Property.
 - (iv) The host institution shall plan and prepare the necessary steps to be taken 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 CRT.
 - (v) If the host institution decides to withdraw or abandon patent or similar protection in respect of Funded Intellectual Property, CRT shall be entitled to take an assignment of the property concerned and the host institution shall give CRT no less than sixty (60) days notice to allow it to do so effectively.
 - (vi) The host institution may not exploit, or grant any third parties the right to exploit, Funded Intellectual Property without the prior written consent of CRT. Where CRT consents to such exploitation, it may impose such conditions in respect thereof as it sees fit.
 - (vii) Cancer Research UK retains the right to call for an assignment to CRT of all Funded Intellectual Property. Such right is likely only to be exercised in exceptional circumstances. After such an assignment has been completed CRT 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 CRT arising from the commercial exploitation of such Funded Intellectual Property.
 - (viii) If, notwithstanding the prohibition in Section 9.6 (vi), Funded Intellectual Property is exploited commercially without CRT's prior written consent, the host institution shall:
 - a. pay or transfer (as appropriate) to CRT 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) Cancer Research UK provides additional funding (over and above the directly incurred costs), then the foregoing revenue share shall be adjusted as CRT deems appropriate;
 - b. account to CRT for its revenue share on a quarterly basis, in pounds sterling;

- c. be solely responsible for rewarding the inventors of Funded Intellectual Property out of its share of gross income;
 - d. provide CRT with a quarterly statement summarising all income received and costs incurred; and
 - e. ensure that proper books and records are kept (recording all exploitation activities and all income received/costs incurred) and allow CRT access to such books and records as CRT may reasonably request from time to time.
- (ix) The host institution may transfer samples of biological and chemical materials comprised in Funded Intellectual Property ("**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 substantially in a form approved by CRT. The host institution may not transfer Funded Materials to any commercial entity without CRT's prior written consent.
- (x) 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 CRT with copies of such agreements as CRT may request from time to time.

For further details contact: enquiries@cancertechnology.com

10. DRUG DEVELOPMENT OFFICE (DDO) CLINICAL TRIALS

- 10.1 A "**DDO Clinical Trial**" means a phase I/II clinical trial which:
- (i) is carried out on a novel agent or therapy approved by Cancer Research UK's New Agents Committee (NAC);
 - (ii) is sponsored by Cancer Research UK;
 - (iii) is managed through Cancer Research UK's Drug Development Office; and
 - (iv) may be supported, wholly or partly, by a Cancer Research UK research grant (including a Clinical Research Fellowship).
- 10.2 In relation to a DDO Clinical Trial, the host institution will be required to enter into a separate written agreement with Cancer Research UK (each a "**DDO Agreement**"). The DDO Agreement will set out, amongst other things, the studies to be undertaken by the host institution in relation to the DDO Clinical Trial and the ownership of the results of and intellectual property arising from such studies.
- 10.3 Until such time as a DDO Agreement is put in place between Cancer Research UK and the host institution, any results (including all biological and chemical materials) or intellectual property rights generated by the host institution in connection with the DDO Clinical Trial shall be deemed 'Funded Intellectual Property' and subject to the provisions of Section 9. The terms of a DDO Agreement shall, however, supersede Section 9 from the date such agreement becomes effective.
- 10.4 Cancer Research UK's Drug Development Office (DDO) must be notified of any potential new treatment arising from a Cancer Research UK grant and it is expected that the Cancer Research UK New Agents Committee will be the preferred route for clinical testing of any potential treatment. Please refer to Section 13.3.
- 10.5 All data arising out of a Drug Development Project must be treated as strictly confidential and should not be disclosed to a third party without the prior consent of the DDO. The obligation of confidence does not apply to any information or data which was available to the public before the NAC approved the project or which enters the public domain during or after the project otherwise than as a result of an act or default by the host institution or the principal/chief investigator.

11. PHASE III/IV CLINICAL TRIALS AND FEASIBILITY STUDIES

11.1 A “**Phase III/IV/FS Trial**” means a clinical trial that is not a DDO Clinical Trial, but which is supported wholly or partly by Cancer Research UK through:

- (i) an award from its Clinical Trials Advisory and Awards Committee (CTAAC);
- (ii) a programme grant to a clinical trial unit (CTU) within the host institution.

The terms set out below in Sections 11.2 to 11.5 (inclusive) only apply to Phase III/IV/FS Trials.

11.2 Cancer Research UK expects that the host institution shall own all Phase III/IV/FS Trial Results. “**Phase III/IV/FS Trial Results**” means all data and intellectual property rights arising from a Phase III/IV/FS Trial, other than Sample Rights. “Sample Rights” means all rights (including intellectual property rights) in any samples taken from human subjects during the Phase III/IV/FS Trial.

11.3 The host institution must ensure that all agreements put in place with its collaborators and any other third parties involved in a Phase III/IV/FS Trial are consistent with Section 11.2.

11.4 Where a Phase III/IV/FS Trial is supported in any way by a commercial entity and that entity notifies the host institution that it wishes to take a licence to use (or otherwise acquires rights in) the Phase III/IV/FS Trial Results, the host institution may negotiate a corresponding agreement with the commercial entity, provided that:

- (i) the host institution notifies Cancer Research UK of such commercial interest as soon as practicable; and
- (ii) the host institution leads the negotiations with the commercial entity, but regularly consults with Cancer Research UK (or, at Cancer Research UK’s request, with its wholly owned subsidiary Cancer Research Technology Limited (“**CRT**”)) and incorporates all amendments to the licence agreement that it (or CRT) may suggest.

It should be noted however that, in the majority of cases, Cancer Research UK does not expect that such a licence agreement will be put in place until the relevant Phase III/IV/FS Trial has been completed.

11.5 The host institution will promptly notify Cancer Research UK following receipt by the host institution of any monetary consideration from a commercial entity in respect of rights granted to Phase III/IV/FS Trial Results. Following such notification, the host institution will negotiate and enter into an appropriate revenue sharing agreement with Cancer Research UK (or, at Cancer Research UK’s request, CRT) under which it will share with Cancer Research UK (or CRT) a fair proportion of such monetary consideration (which shall at least reimburse Cancer Research UK for the corresponding amount of funding it has provided in support of the relevant Phase III/IV/FS Trial, whether in respect of the set-up/management of the trial or any other costs).

12. CLINICAL TRIALS

12.1 Good practice and legislative requirements

12.1.1 Cancer Research UK, as a charity, has a Partnership with the NHS in England to promote high quality health and health services R & D. To satisfy the NIHR guidelines the investigator must obtain any necessary agreement from the NHS Trust(s) or other NHS Provider organisation where the R & D is to take place.

12.1.2 The host institution is responsible for ensuring that arrangements for the management and monitoring of clinical trials meet the standards laid out in the UK Medicines for Human Use (Clinical Trials) Regulations 2004 and meet all legal requirements.

12.1.3 Cancer Research UK requires the host institution to provide a no-fault compensation scheme for participants in a Cancer Research UK funded clinical trial as per the relevant local ethics committee

approval. Cancer Research UK does not provide indemnity cover for or accept any liability for harm to participants in Cancer Research UK funded trials. (NB In the case of phase I/II clinical trials managed by Cancer Research UK through its Drug Development Office, separate conditions will apply setting-out the arrangements for trial indemnity).

12.2 CancerHelp UK clinical trials database

Cancer Research UK requires the host institution and principal/chief investigators to support publication of a lay entry for all clinical trials on a public accessible clinical trials database currently hosted by the CancerHelp UK website. For all trials supported by Cancer Research UK the trial application will be forwarded to CancerHelp UK, who will contact the trial team directly to ask for the protocol and patient information sheet. In consultation with the trial team, Cancer Help UK will then draft a lay entry for its web accessible clinical trials database.

12.3 UKCRN database

Late phase trials supported by Cancer Research UK are automatically included on the UKCRN database. Principal/chief investigators must ensure that information about a trial and ongoing recruitment data are submitted in a timely fashion as agreed by the UKCRN Secretariat.

13. PUBLICATION OF RESULTS

13.1 Responsibility of the principal/chief investigator

Cancer Research UK requires its researchers to promulgate the results of the research that it funds in the usual manner, for example by publication and presentation at meetings. Cancer Research UK has the right to require publication to be delayed to meet reasonable requirements for the protection of Intellectual Property Rights, fundraising and other matters, but this will not be applied unnecessarily.

13.2 Electronic publication rights

13.2.1 Under UK charity law, Cancer Research UK has an obligation to make available information about the work that it funds and will respond to changes in the way that information of this type is exchanged. It is a condition of funding that Cancer Research UK funded researchers deposit an electronic copy of peer-reviewed, published papers arising from their Cancer Research UK funded work in the UK PubMed Central database, as soon as possible and no later than 6 months after publication. Further details of this policy can be found at:

http://science.cancerresearchuk.org/gapp/openaccess_ukpmc/

13.2.2 Principal/chief investigators must not assign exclusive electronic rights to their papers. Where possible they should retain the copyright and grant a non exclusive right to publish the paper in a printed journal and as an electronic version.

13.3 Notifying Cancer Research Technology and the Drug Development Office

Subject to any agreement between the host institution and Cancer Research UK/ Cancer Research Technology (CRT), principal/chief investigators are required to consult CRT in accordance with Section 7.6 (iii) and seek the consent of the Drug Development Office before publication or other disclosure of any work relating to a project managed by the Drug Development Office. Where a member of the DDO has contributed significantly to a publication, the DDO must be consulted as to whether this should be recognised in the list of authors. If the Cancer Research UK Formulation Unit has been involved in formulation work and/or production of clinical trials supplies, all publications relating to the Drug Development Project must include a member of the Unit in the list of authors.

13.4 Notifying the Communications and Information Directorate

Principal/chief investigators must provide details of all publications arising from Cancer Research UK funded research, whether wholly or partly funded. Details should be provided at the time of submission for publication to ensure that Cancer Research UK is kept fully informed of all research entering the public domain. Notification should be made via the online form available on the Cancer Research UK web site at:

<http://science.cancerresearchuk.org/manuscript/submission/form/>

Details of all publications will also be required in the Annual Research Update Report (see Section 8.2).

13.5 Publication of results involving patients

13.5.1 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.

13.5.2 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.

13.6 Publication of results involving animals

Researchers are reminded that electronically published descriptions of work which involves the use of animals will more easily be seen by those who may seek to misuse the information. Whilst Cancer Research UK will always support appropriate animal experimentation, researchers are requested to be cautious in what they write and especially to avoid the publication of photographs. If in doubt, researchers should refer to the guidelines published by their host institutions.

13.7 Bibliometrics and acknowledgement of support in journal publications

It is essential that investigators acknowledge that their research has been supported wholly or in part by Cancer Research UK using the format, "This work was supported by Cancer Research UK [grant number C ref./A ref.]". All studies approved by the Clinical Trials Advisory and Awards Committee must also quote the Cancer Research UK trial number (CRUK ref).

13.8 Data sharing Policy

The principal/chief investigator must comply with Cancer Research UK's policy on data sharing and preservation by ensuring that they submit a data management and sharing plan as part of their application. Please refer to our website for further details.

<http://science.cancerresearchuk.org/gapp/terms/>

14. ACKNOWLEDGEMENT OF SUPPORT FROM CANCER RESEARCH UK

14.1 Any use of the 'funded by Cancer Research UK' logo must be in accordance with the conditions set out in these Terms and Conditions and Administrative Guidelines and any other conditions of use notified to you.

14.2 In any oral or written report or poster presentation of work carried out with Cancer Research UK funding the author must acknowledge the support of Cancer Research UK and, where possible, display the 'funded by Cancer Research UK' logo. All references to Cancer Research UK funded work placed on websites, electronic bulletin boards and similar must state clearly that the work is

funded by Cancer Research UK and, where practical, should include a link to Cancer Research UK's own website, www.cancerresearchuk.org.

14a Administrative Guidelines: Acknowledgement of Support

Responsibility of the principal/chief investigator

All work supported by Cancer Research UK must be acknowledged at all times by using the 'funded by' logo. Please contact your administrator for further details.

- When using the logo you must adhere to Cancer Research UK's branding guidelines and any other requirements notified to you by Cancer Research UK.
- Where the major support for a programme of work is provided by Cancer Research UK, signs acknowledging this relationship should be displayed in laboratories and offices and are provided with your GAL. In some cases external signs may be applicable and these will be discussed at the time of award.

Affiliation

- Cancer Research UK Departments should always be referred to as "Cancer Research UK Department of ..."
- Where Cancer Research UK funds a substantial component of a Department an appropriate designation agreed with Cancer Research UK (e.g. "XXXXX Research Laboratories funded by Cancer Research UK"), should be used on all occasions.
- Where only an individuals title appears, Cancer Research UK Professors, Fellows, Students, etc. should indicate their Cancer Research UK affiliation at all times.

15. PUBLICITY

15.1 Working with Cancer Research UK

In order to safeguard future voluntary income and maintain our reputation for world class science, it is essential that Cancer Research UK is widely known and respected among the scientific community, the media and among fundraisers and the general public. All opportunities to promote Cancer Research UK must therefore be fully exploited and principal/chief investigators and the host institution are obliged to co-operate with Cancer Research UK over any publicity or fundraising activity arising from Cancer Research UK funded research. Principal/chief investigators and the host institution are required to contact the press office [020 7061 8300, press.office@cancer.org.uk] prior to any publicity releases about Cancer Research UK funded research.

15.2 Speaking publicly as a Cancer Research UK funded scientist

- 15.2.1 When speaking publicly about their research and particularly when speaking to representatives of the media, scientists should ensure that they are recognised as a Cancer Research UK funded scientist.
- 15.2.2 Scientists should not speak to the media as a Cancer Research UK funded scientist without prior consultation with the press office. If approval is granted to speak to the media as a Cancer Research UK funded scientist, scientists should ensure that they are branded appropriately.
- 15.2.3 There is a subtle but important difference between speaking as a Cancer Research UK funded scientist and acting as a spokesperson for the charity, which funded scientists are not authorised to do. Representatives of the media may not always be aware of this difference and scientists who speak to the media must ensure that their personal views are not misrepresented as being attributable to Cancer Research UK.

15.3 Use of research findings by Cancer Research UK

Cancer Research UK reserves the right to use data or other material from research that it funds as part of its fundraising or publicity activities.

15.4 Directory of research

15.4.1 Principal/chief investigators are required to submit publishable information about their research and limited publishable contact information at the time of application. If the application is funded, these details will be published on Cancer Research UK's website. A publishable abstract must be submitted for all successful awards and failure to submit will delay the activation of the award.

15.4.2 Periodically these publishable details are submitted to the National Cancer Research Institute (NCRI) accompanied, in confidence, by outline financial data relating to the application. The NCRI provides publishable information to the web-based International Cancer Research Portfolio. By accepting an award, the host institution and principal/chief investigator consents to the use and disclosure of this information in this way.

15.5 Clinical trials

All disclosures of information regarding clinical trials funded by Cancer Research UK to the media must be channelled through the Press Office and for Phase I/II trials only after discussion with the Director of the Drug Development Office.

15a Administrative Guidelines: Publicity**Role of principal/chief investigator and host institution**

- The press office works to raise the profile of the charity by publicising its scientific and clinical research success. They are therefore always keen to publicise the work undertaken by Cancer Research UK funded scientists. Principal/chief investigators and the host institution are obliged to co-operate with Cancer Research UK over any publicity or fundraising activity arising from Cancer Research UK funded research. Prior to any publicity release you must contact the press office [020 7061 8300, press.office@cancer.org.uk].
- Scientists who work with the press team can receive media training and advice before a media interview to ensure that they feel comfortable speaking to the media and that the key messages are communicated. The press office will ensure that the maximum coverage is obtained for stories and that researchers are protected from the rare hostile approach. If Cancer Research UK funded scientists are approached independently by the media to talk about their research they must first contact the press office before agreeing to an interview.

Publicity from research: new grants or renewed applications

- Cancer Research UK occasionally issues press releases to local news media as new Cancer Research UK grants are awarded. Any proposed press release will be discussed and agreed with the principal/chief investigator before being issued.

Publicity from research: manuscripts accepted for publication

- It is a Term and Condition of award that a select group of people from within Cancer Research UK's Communications and Information Directorate (e.g. Cancer Information and the Press Office) must be informed of all manuscripts submitted for publication (see Section 13.4). This is often one of the only ways the Press Office can find out about forthcoming research in sufficient time to prepare a press release so full co-operation is essential. All information submitted is kept strictly confidential until it is published.
- The Cancer Research UK Press Office will only prepare a press release once research has been accepted for publication. The press release will be discussed and agreed with the principal/chief investigator and embargoed against publication of the paper.

Press conferences

- If the research has wide medical or social implications, or is likely to prompt detailed questioning by journalists, Cancer Research UK will arrange a press conference either in the laboratory/hospital or, if more appropriate, at Head Office.

16. WORKING WITH FUNDRAISERS AND SUPPORTERS**16a Administrative Guidelines: Working with fundraisers and supporters****Role of principal/chief investigator**

- World class research relies on world class fundraising and much of our fundraising is strengthened by the presence and collaboration of our scientists. Cancer Research UK expects that principal/chief investigators and group members will contribute as much as possible. This could be by speaking at fundraising events, volunteering at national events like Race for Life or actively participating in events. For more details as to how you can volunteer see:

<http://supportus.cancerresearchuk.org/GetInvolved/Volunteering/127>

For more information on how you can participate in events see:

<http://supportus.cancerresearchuk.org/Events/13>

- Science speakers at events make an enormous contribution to Cancer Research UK's fundraising. If you are asked to speak at an event Cancer Research UK can provide up-to-date information on subjects outside your immediate area of expertise e.g. cancer statistics. We can also provide branded display materials and resources such as awareness leaflets. The Science Information team in particular can provide advice on giving talks to supporters and can be contacted via scienceinfoeditor@cancer.org.uk.
- Local volunteers and supporters like to see how their money is being spent. So a tour of a laboratory or clinical unit which is carrying out Cancer Research UK funded research can really boost their enthusiasm. Cancer Research UK expects that principal/chief investigators will host these tours if asked. If you are happy to host a lab tour or give a talk to supporters about your work then please complete and return the speakers form which can be found in Appendix 1.

Restricted income against Cancer Research UK's work

- Sometimes supporters request that their money goes towards a specific area of research or location. As a result, Cancer Research UK may identify specific funded projects, studentships or pieces of equipment that can be fundraised against. However, grantees will not receive any additional funds as a result of these fundraising efforts.

Equipment adoption

- Laboratory equipment, purchased with support from Cancer Research UK, provides a good target for fundraising. The Science Information team liaises with principal/chief investigators to ensure that 'adoption' is appropriate and to discuss how best to accommodate any associated requests from benefactors. These may include the provision of photographs of the equipment, the placement of a plaque on the equipment acknowledging the donor or a visit by fundraisers to the laboratory.

17. HUMAN TISSUES AND BIOLOGICAL SAMPLES

- 17.1 Cancer Research UK recognises and supports the need for high quality human tissue collections for cancer research. Cancer Research UK requires all Cancer Research UK funded research and tissue sample collections to be carried out in compliance with the requirements of the Human Tissue Act (2004), which extends only to England, Wales and Northern Ireland and the Human Tissue Act Scotland (2006) (http://www.hta.gov.uk/about_hta/human_tissue_act.cfm).
- 17.2 Principal/chief investigators must declare if any of Cancer Research UK's monies, resources or manpower are used in toto or in part to collect, process, retain or distribute human tissue samples. Principal/chief investigators must confirm in a signed statement that the processes that they follow

comply with the Human Tissue Act (2004) or the Human Tissue Act Scotland (2006) respectively, and applicable research governance arrangements.

- 17.3 To ensure that tissues or sample collections are built and maintained in a cost-effective manner and used efficiently and effectively, principal/chief investigators who hold tissue or sample collections are required to record information detailing the purpose and scope of the sample collection or tissue holdings together with any additional information Cancer Research UK deems necessary on the Cancer Research UK Tissues Directory (<http://www.cancer-tissues-directory.org.uk>).
- 17.4 In supporting the principle of making best use of human samples for the benefit of all, recipients of Cancer Research UK funding or those who draw support from Cancer Research UK funded tissue sample collections may be required as a condition of funding to contribute data generated from the use of that human tissue in a form that can be utilised as part of any national bioinformatics grid.

17a Administrative Guidelines: Human tissues and biological samples

- Cancer Research UK will seek to work in partnership with other reputable organisations, to ensure that there is a co-ordinated approach to collection so that tissue donations are used properly, effectively and to the benefit of past and future cancer patients.
- Cancer Research UK will continue to press for high ethical standards in research involving human tissue and will work with the National Cancer Research Network (NCRN) and others to encourage the development of standards that will both reassure the public that informed patient consent, anonymity and respect for privacy are being safeguarded whilst also permitting the continuation of medical research for the benefit of the wider public.
- Cancer Research UK requires that principles governing access to the samples collected are established. This will enable access to the collection by other potential researchers in the future. Cancer Research UK proposes that an Access Committee, with independent representation, is established and that systems to record approaches for access to the collection and your response to them are put in place. For information, the general principles used by UK Biobank are that only projects that have been peer reviewed and approved by an ethics committee should be granted access. Please note that Cancer Research UK will request information on access to the collection as part of the SMR process. Furthermore, please be aware that Cancer Research UK is currently working with NCRI partners and onCore UK to develop a common set of principles to govern access to tissue collections.

18. STUDENTSHIPS

18a Administrative Guidelines: Studentships

Award

- Studentships funded by Cancer Research UK provide a stipend, (see below), running expenses and standard university consolidated fees for post-graduate students, plus college fees, for Oxford and Cambridge. Cancer Research UK will not pay students fees that are from outside the UK/EU, they will only pay fees at the UK/ EU level.
- Cancer Research UK's priority in choosing a candidate for a Cancer Research UK Studentship is the candidate's ability. We accept candidates from outside the UK, however every attempt should be made to interview an overseas candidate prior to their being offered a Cancer Research UK Studentship. Cancer Research UK will not pay expenses for interviewing candidates.

Studentship stipends

- Cancer Research UK operates its own studentship stipend scale for all students, which is reviewed annually. All students start on the lowest point and proceed by annual increments; the stipend is not normally taxable. In exceptional circumstances Cancer Research UK may agree to extend the duration of an individual studentship, in which case we will offer a 'no cost extension'. We will not pay anymore than the four years stipend. No additional allowance is made for age, experience or

dependants. Changes to the scales or conditions of studentship awards may be effected each October and employing institutions will be notified. Slightly higher scales operate within Inner London, Outer London and South East England.

Studentship start dates

- All studentships start on the 1st October each year apart from in exceptional circumstances we will consider a request for an alternative start date. This must be cleared with the Studentship Officer.

Registration for higher degrees

- Cancer Research UK does not encourage registration for PhD or MPhil by research assistants or technicians unless they transfer to a studentship. Running Expenses on awards cannot be used to allow grant-funded staff to register for PhD, MD or MPhil awards.

Periods of leave for Cancer Research UK students

- If your student has to take time out of their studies due to illness or maternity leave you must follow the guidelines of your host institution. The leave should then be discussed with Cancer Research UK.

Please note that all such leave must be agreed by the supervisor, host institution and Cancer Research UK.

Extensions

- Extensions can be applied for in the event of a serious illness (usually involving more than 2 months' absence) or a serious disruption to the project and maternity leave. Such requests will be dealt with on a case-by-case basis.

Conference attendance for Cancer Research UK studentships

- Students can request funding to help with attending up to one meeting per year. We will consider requests up to the value of £500, but one of those meetings during the studentship (from the second year onwards) can be an overseas conference with a limit of £1,000. We will only support the application if the student is making a presentation (either poster or oral) at the meeting (apart from first year students). It should be noted that there is no automatic right to a travel award and the budget for travel is limited. If Cancer Research UK considers a request to be excessive it may offer a reduced award or contribution to costs. Applicants will be advised in writing of the level awarded. A travel grant awarded for a particular conference may not be substituted for a different conference and if a conference is cancelled or the student cannot attend the award is cancelled.
- All requests for funding to attend conferences must be made by filling out the Travel Award Request form that can be obtained through the Studentship Officer. This should be filled out by your supervisor, a minimum of one month before the date of the meeting and should include a copy of the conference programme, the title of the paper, confirmation of acceptance for presentation, accepted abstracts and a full breakdown of costs.

Teaching, demonstrating, etc.

- Depending on local arrangements and agreement from the supervisor, students may spend up to 10 per cent of their time undertaking teaching duties. However, if they are paid for this activity students may become liable for tax and this should be carefully checked before undertaking such work.

UK GRAD School

- Cancer Research UK will pay for Cancer Research UK funded students to attend this course during their second year, if they wish to attend.

Completion

- Whilst Cancer Research UK does not require a copy of the thesis, details of the title, a copy of the abstract page and the outcome of the viva voce examination are required. Students and supervisors must also complete the final year report.

If a student fails to complete their PhD, Cancer Research UK must be informed of the reason.

Future careers

- Cancer Research UK requires details of a student's first career post after completion of their PhD. If the first post is a one year fill-in position then details of the second post should also be provided. All information should be emailed to: students@cancer.org.uk

Adoption by a group of supporters

- During the course of their Studentship, a student may be approached regarding adoption by one of the Local Committees or Group of Friends. They form the backbone of Cancer Research UK and play an essential role in both fundraising and publicity. Fundraising Committee members are very interested in Cancer Research UK's scientific research and the people involved in it and a successful adoption secures motivation and commitment to fundraising.

Being adopted will involve the student in activities such as attending a meeting/function and talking about their work, perhaps once a year.

Participation in the scheme is expected although individuals may opt out if there are compelling reasons, e.g. the project has a negative PR value. It should also be noted that it might not be possible to find a Local Committee or Group of Friends for every student. With the help of positive encouragement from supervisors, Cancer Research UK would hope students would participate, thereby strengthening the vital link between the fundraising and research sides of Cancer Research UK's work.

In the event your student is contacted by Fundraising Committees please email: restricted.income@cancer.org.uk

Appendix 1

Speakers' Form: Talking about your research

Cancer Research UK relies almost entirely on the generosity of the public to fund its work. From time to time, the charity runs events that give supporters the opportunity to meet some of the researchers and hear about the work of Cancer Research UK.

If you would be prepared to speak occasionally at meetings or fundraising events of this kind, please fill in this form and return it to:

Science Information, Cancer Information Department, Communications and Information, Cancer Research UK, 61 Lincoln's Inn Fields, London WC2A 3PX. (email: science.info@cancer.org.uk)

I would be happy to talk occasionally: YES/NO

about my research on:

.....

about other cancer-related topics:

.....

.....

I have given talks to a lay audience before: YES/NO

If yes, please give brief details:

.....

.....

I would also be willing to provide a tour of my laboratory/Department/Clinical Unit to the occasional visiting party of supporters: YES/NO

Name:

Address:

Tel/Fax:

Email: