Prostate Cancer UK: Terms & Conditions

THIS GRANT AGREEMENT is made on the [Insert date contract generated]

BETWEEN

(1) PROSTATE CANCER UK a company limited by guarantee (Company Number 02653887) and a registered charity (Charity Number 1005541) whose registered office is at Fourth floor, The Counting House, 53 Tooley Street, London SE1 2QN (“PCUK”);

(2) [Insert research institution name & address] (the “Research Institution”).

Herein shall be referred to individually as a “Party”, and collectively as “Parties”, to this Agreement.

BACKGROUND

(A) Prostate Cancer UK is a national charity with charitable objectives including encouraging, supporting and carrying out research into the risk, diagnosis, prognosis and treatment of prostate cancer.

(B) Prostate Cancer UK is funding the [Insert Grant Type] Project, with reference [Insert Ref No.]; title [Insert Project title]; and Principal Investigator [Insert PI Name]. The main aim of the Project is to:

[Insert Main Aim from application form]

1. Definitions and Interpretations

1.1 In this Agreement (including the Schedules), the following words and expressions shall have the following meanings:

Award Letter The letter from PCUK confirming its intention to fund the Project. The Award Letter may also contain any additional conditions of award specific to this Project that are considered necessary by PCUK.

Board of Trustees means the board legally responsible for the overall management, strategic direction and performance of Prostate Cancer UK.

Co-Applicant Researcher named on the Grant Application who will be actively involved in the running of the Project.

Grant a sum up to [Insert Total Award amount] payable in accordance with this Agreement.

<table>
<thead>
<tr>
<th><strong>Grant Application</strong></th>
<th>The application for research funding submitted by the Research Institution as approved by Prostate Cancer UK, with the reference: [Insert Ref No.] and title: [Insert Project Title].</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Grant Manager</strong></td>
<td>The member of staff at Prostate Cancer UK who has been assigned as your primary contact for enquiries.</td>
</tr>
<tr>
<td><strong>Grant Period</strong></td>
<td>The period from the Start Date (as specified in the Start Certificate) to [Insert Project Duration] months after the Start Date, or if earlier, the date of termination of this Agreement.</td>
</tr>
<tr>
<td><strong>Intellectual Property</strong></td>
<td>Includes all discoveries, copyrights, patents, inventions, design rights (whether registered or not) and all applications for any of the foregoing and all technologies, novel techniques, materials, data, software and 'know-how' arising from the Project.</td>
</tr>
<tr>
<td><strong>PCUK</strong></td>
<td>Prostate Cancer UK</td>
</tr>
<tr>
<td><strong>Principal Investigator</strong></td>
<td>The lead researcher on the Project (as identified in the Grant Application) for which the Grant is awarded. The Principal Investigator accepts responsibility for overall leadership and management of the Project.</td>
</tr>
<tr>
<td><strong>Project</strong></td>
<td>The planned activities of the Grant, as described in Schedule One and as more particularly described in the Grant Application. This Project is a [Insert Grant Type] award.</td>
</tr>
<tr>
<td><strong>Research Advisory Committee</strong></td>
<td>An independent assessment panel established by PCUK to make funding recommendations to the PCUK Board of Trustees, and who, from time to time, may be consulted by PCUK regarding the progress of and/or changes to the Project (as specified in this Agreement).</td>
</tr>
<tr>
<td><strong>Research Institution</strong></td>
<td>The Institution employing the Principal Investigator and which takes responsibility for the employment of staff and provision of facilities enabling the Project to be carried out, and for the accountability of funds provided through the Grant.</td>
</tr>
<tr>
<td><strong>Sponsor</strong></td>
<td>The individual, organisation, or group taking on responsibility for the initiation, management and financing (or arranging the financing) of the Project, including any associated legal responsibilities. A group of individuals and/or organisations may take on sponsorship responsibilities and distribute them by agreement among the members of the group.</td>
</tr>
<tr>
<td><strong>Staff</strong></td>
<td>Named researchers working on the Project whose salary is funded (in whole or in part) by the Grant (excluding Students – see below).</td>
</tr>
<tr>
<td><strong>Start Certificate</strong></td>
<td>A certificate to be provided by the Principal Investigator to Prostate Cancer UK confirming the Start Date of the Project and the names of any Staff/Students supported via this Grant.</td>
</tr>
<tr>
<td><strong>Start Date</strong></td>
<td>The date on which the Project commences.</td>
</tr>
<tr>
<td><strong>Student</strong></td>
<td>The researcher named on the Start Certificate working towards a doctoral (PhD) qualification and supported by a stipend through this Grant. This applies for PhD Studentship awards only. For the purposes of this agreement, the Student is not considered to be a member of Staff on the Project.</td>
</tr>
</tbody>
</table>
2. **Grant**

2.1 The Grant may only be used for the purposes specified in Schedule One and the Grant Application. The Grant, or any part of it, shall be repayable by the Research Institution, at PCUK's discretion, immediately if the Research Institution fails to comply with any of the terms of this Agreement.

2.2 The Start Certificate must be completed and returned to PCUK as soon as possible after this Agreement is signed, but not before the Principal Investigator is ready to commence the Project. If Staff/Student recruitment is necessary the Start Certificate should be sent once this is complete with the name of the researcher(s) and their confirmed start date detailed on the certificate. The date on the Start Certificate will be the official Start Date of the Project. No payment of the Grant can be made to the Research Institution prior to the receipt of the Start Certificate by PCUK.

2.3 In the event that any part of the Grant is applied for purposes other than the Project, in the opinion of PCUK, an amount equal to the amount incorrectly applied shall be repayable to PCUK by the Research Institution.

2.4 If the Project is a PhD Studentship, then it should commence within nine months of the date of the last signature on this Agreement. For all other awards, the Project should commence within six months of the date of the last signature on this Agreement. PCUK reserves the right to withdraw the offer of the Grant if the Project has not commenced by this date unless prior written permission for a later Start Date has been obtained. In exceptional circumstances the Grant may be put into abeyance for a defined limited period subject to prior written permission from PCUK.

2.5 The budget defined in Schedule Two defines a maximum level of funding for carrying out the Project. Any monies remaining unspent at the end of the Grant Period cannot be made available for other purposes.

2.6 The Project must be completed within the Grant Period. Research expenditure incurred outside the Grant Period will not be reimbursed unless prior written permission has been obtained from PCUK.

2.7 In exceptional circumstances, and subject to prior written approval, PCUK may at its absolute discretion consider and accept an extension of the Grant Period provided that the amount of the Grant shall not increase. All requests must be made in writing to the Grant Manager at least one month before the end of the Grant Period, and will be considered by PCUK and when necessary, members of the Research Advisory Committee.

2.8 The Research Institution and/or the Principal Investigator may not be in receipt of any financial assistance from another source in respect of the same Project, except with the knowledge and written permission of PCUK which shall not be unreasonably withheld or delayed where the financial assistance is shown by the Research Institution to be additional and complementary to the Grant.

2.9 Any material change to the Project and/or budget (as set out in the Schedules One and Two) can only be made with prior written approval from PCUK, such approval not to be unreasonably withheld. All requests must be made in writing to the Grant Manager and are subject to approval from PCUK at its absolute discretion.

3. **Payment**

3.1 The Grant shall be payable in accordance with the budget set out in Schedule Two, subject to the terms and conditions of this Agreement.

3.2 The Grant will be paid quarterly in arrears on receipt of a written claim showing spend under the relevant financial categories for the relevant claim period. Claims must be submitted within 30 days of the end of the claim period and must contain all qualifying expenditure in that quarter in respect of the Project.

3.3 The Research Institution shall provide a detailed and meaningful breakdown of expenditure under each budget heading with all written claims, substantiating each item claimed. PCUK shall be entitled to withhold funding until all questions in relation to the Research Institution’s expenditure have been answered to the satisfaction of PCUK.
3.4 Equipment claims must be accompanied by a copy of the original supplier’s invoice.

3.5 No claim will be reimbursed if submitted more than six months after the expense was incurred. This time may be increased at the discretion of PCUK in exceptional circumstances.

3.6 A final claim must be submitted within six months of the end of the Grant Period. The date for submission of the final claim may be extended at the discretion of PCUK in exceptional circumstances. No reimbursement will be made against claims received after this period.

3.7 Final claims will not be reimbursed until the delivery of a final report by the Research Institution to PCUK which is to PCUK’s satisfaction and the submission of up-to-date research outputs using Researchfish in accordance with clauses 10.2 and 10.3.

3.8 Virement between the budget headings set out in Schedule Two is only permissible with prior written approval of PCUK, such approval not to be unreasonably withheld. If permission is not obtained any excess costs under budget headings will not be reimbursed.

3.9 In the event of requested material changes to the Project and/or budget (as set out in Schedules One and Two), no further claims will be reimbursed until a decision has been reached by PCUK on the matter (subject to clause 2.9 above).

3.10 Unless extended in accordance with clause 2.7, the Grant will be closed by PCUK six months after the end of the Grant Period. Any expenditure not claimed by the Research Institution within this time shall remain unspent and shall not be paid by PCUK.

4. Equipment

4.1 Any equipment awarded is donated to the Research Institution and is provided solely for the benefit of the research as specified in Schedule One. Written permission from PCUK must be obtained to use the equipment for any other purpose. The Research Institution must ensure that equipment purchased with the Grant is insured and maintained throughout the Grant Period to the reasonable satisfaction of PCUK and the Research Institution shall upon request provide details of the insurance coverage to PCUK.

4.2 The equipment referred to in clause 4.1 shall not be sold, transferred or otherwise removed from the Research Institution’s premises at any time, including after the Grant Period, without the prior permission of PCUK. The proceeds from any sale, transfer or disposal of equipment will be returned to PCUK.

4.3 At the end of the Grant Period, PCUK shall discuss with the Research Institution what is to be done with any awarded equipment.

5. Termination

5.1 PCUK reserves the right to terminate the Grant or any part of it upon 30 days written notice to the Research Institution. PCUK will reimburse any costs properly and necessarily incurred by the Research Institution in relation to the carrying out of the Project up to the termination date, provided such costs are supported by appropriate receipts and documentation. Except as stated PCUK shall not be responsible nor indemnify the Research Institution or Principal Investigator against any costs, expenses or liabilities arising out of or in connection with termination pursuant to this clause 5.1.

5.2 PCUK intends that the Grant will be paid to the Research Institution in full. However, without prejudice to PCUK’s other rights and remedies, PCUK may at its discretion:

5.2.1 Terminate the Grant, withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:

(a) the Research Institution uses the Grant for purposes other than those for which the Grant has been awarded;
(b) the delivery of the Project does not start within the timeframe stipulated in clause 2.4, and the Research Institution has failed to provide PCUK with a reasonable explanation for the delay;

(c) the Research Institution obtains duplicate funding from a third party for the Project or any part of it without adequately explaining to the reasonable satisfaction of PCUK how the funding is additional and complementary to the Grant, in accordance with clause 2.8;

(d) the Research Institution provides or it transpires that the Research Institution has provided PCUK with any materially misleading or inaccurate information or the Research Institution breaches any representation or warranty set out in this Agreement;

(e) in the reasonable opinion of PCUK the Research Institution, Principal Investigator or other individuals funded by PCUK or any member of the governing body, employee or volunteer of the Research Institution has (i) acted dishonestly, irresponsibly or negligently at any time and directly or indirectly to the detriment of the Project or (ii) taken any actions which, in the reasonable opinion of PCUK, bring or are likely to bring PCUK's name or reputation into disrepute;

(f) the Research Institution and/or the Principal Investigators fail to obtain the legal and regulatory approvals and permissions required to conduct the Project, in part or in its entirety (subject to clause 6.4).

5.2.2 terminate the Grant or withhold or suspend payment of the Grant (but not require repayment of any part of the Grant already paid to the Research Institution) if:

(a) PCUK considers that the Research Institution has not made satisfactory progress with the delivery of the Project in accordance with any agreed milestones;

(b) the Research Institution ceases or threatens to cease to operate for any reason, or it passes a resolution (or any Court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation) or the Research Institution becomes insolvent or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors or it is unable to pay its debts as they fall due or it is subject to any analogous insolvency or related proceeding in any jurisdiction; or

(c) the Research Institution materially fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure from PCUK. A material failure shall include, but shall not be limited to the following:

(i) the Principal Investigator failing to carry out the Project on behalf of the Research Institution;

(ii) the Research Institution failing, in the reasonable opinion of PCUK, to deliver the Project as described in Schedule One and as more particularly described in the Grant Application;

(iii) the Research Institution and/or Principal Investigator failing to submit one or more reports due under this Agreement to PCUK within 30 days of its due date;

(iv) the Research Institution failing to demonstrate progress to the satisfaction of PCUK, acting in its absolute discretion, via annual reporting, or failing to submit research outputs via ResearchFish;
(v) the Research Institution repeatedly failing to inform PCUK in advance of publications arising from the Project undertaken as a result of this Grant;

(vi) the Research Institution and/or Principal Investigator persistently failing, when requested, to provide PCUK with information about the Project to enable PCUK to publicise the research it has funded. Such information may include, but is not limited to, progress updates, interviews with researchers working on the Project and images;

(vii) the Research Institution and/or Principal Investigator persistently failing to notify PCUK of, and acknowledge PCUK in, all written publications, and any media interviews or other publicity related to the Project.

5.3 Should the Research Institution be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with this Agreement it will notify PCUK as soon as possible so that, if possible, and without creating any legal obligation, PCUK will have an opportunity to provide assistance in resolving the problem or to take action to protect PCUK and the Grant monies.

5.4 If the Principal Investigator terminates the Project at any time the Grant will be terminated. Furthermore, if the Project is a PhD Studentship, then the Grant will be terminated if at any point the Student terminates the Project or discontinues their study towards a PhD for any reason. PCUK will reimburse any costs properly and necessarily incurred by the Research Institution up to the termination date, subject to the rest of this clause 5 and provided adequate progress reports have been received for the period of work and such costs are supported by appropriate receipts and documentation.

5.5 The Research Institution may terminate this Agreement in the event that PCUK fails to pay any amount due under this Grant Agreement within 60 days of the due date.

6. Representations and Warranties

6.1 Each Party represents and warrants to the other Party that, as at the date of this Agreement:

6.1.1 it has full capacity and authority to enter into and perform its obligations under this Agreement;

6.1.2 where appropriate this Agreement has been executed by a duly authorised representative of that Party;

6.1.3 it shall perform its obligations under this Agreement in compliance with all applicable laws;

6.1.4 there are no actions, suits or proceedings or regulatory investigations pending or, to that Party's knowledge, threatened against or affecting that Party before any court or administrative body or arbitration tribunal that might materially affect the ability of that Party to meet and carry out its obligations under this Agreement;

6.1.5 once duly executed, this Agreement shall constitute its legal, valid and binding obligations.

6.2 The Principal Investigator and the Research Institution shall not knowingly do anything which will or is intended to adversely affect the name or reputation of PCUK.

6.3 The Research Institution will, and shall procure that the Principal Investigator will, comply with the law and regulation generally and appropriate health and safety standards.

6.4 The Research Institution shall, and shall procure that the Principle Investigator shall, comply with and secure all legal and regulatory approvals and permissions required to conduct the Project. This includes but is not limited to approval for genetic manipulation, animal experimentation, use of human subjects, patient information or human tissue. The Grant may not commence until all necessary approvals and licences have been obtained and a copy received by PCUK. PCUK will at its discretion provide support to the Research Institution and Principal Investigator in gaining such approvals;
however, PCUK reserves the right to withdraw the offer of the Grant if there are grounds to believe that those permissions or approvals will not be obtained (as specified in clause 5.2.1) or that obtaining them will delay the Start Date of the Grant beyond the timelines specified in clause 2.4.

6.5 The Research Institution will, and shall procure that and the Principal Investigator will, undertake the Project (as specified in Schedule One) with reasonable skill and care.

6.6 The Research Institution shall ensure that the Principal Investigator will undertake the Project as specified in Schedule One and will comply with the obligations of the Principal Investigator, as set out in this Agreement.

6.7 The Research Institution will, and shall procure that the Principal Investigator will, provide active support to PCUK in pursuing its policy of publicising as widely as possible, in accordance with such publicity guidelines as PCUK may from time to time provide, all awards and the progress achieved in carrying out scientific research funded by PCUK.

6.8 The Research Institution and Principal Investigator will be as open as possible in discussing their work with other scientists and, in accessible forms, with the public. Once the results have been published, the Research Institution and Principal Investigator will make available relevant data and materials to other researchers, on request, subject to ethics, approvals and Intellectual Property consideration. Results will be published in open access format in all but exceptional circumstances. If results are to be published in a non open access format, prior consent from PCUK must be sought.

7. **Grant amount**

7.1 The level of the Grant is fixed, as set out in Schedule Two, and will not be adjusted to meet pay and price changes applicable to the Research Institution which should have been accounted for in the initial Grant Application. Requests for additional funding will only be considered in exceptional circumstances and are at PCUK's absolute discretion.

8. **Value Added Tax**

8.1 While the parties believe that the Agreement is not subject to Value Added Tax (VAT), should it be, the Grant shall be treated as inclusive of any VAT.

9. **Staff**

9.1 The Research Institution shall employ all Staff working on the Project whose remuneration is funded by the Grant and shall comply with all obligations under employment legislation and any relevant regulations and codes in respect of such Staff. PCUK accepts no liability for contracts extending beyond the defined Grant Period.

9.2 Grant funds may not be used to finance paid maternity leave, paternity leave or long-term sick leave for Staff funded on the Grant. The Research Institution accepts full responsibility for such payments. Grant funds may be used to cover the costs of replacement Staff during periods of maternity, paternity or long-term sick leave, but only with prior written permission from PCUK.

9.3 The Research Institution shall ensure that all Staff/Students who work on the Grant shall be subject to contractual terms which provide that all Intellectual Property rights or know-how created by them whilst working on the Grant shall vest in the Research Institution.

9.4 The Research Institution undertakes to ensure that all Staff/Students working on the Project, or involved in it, receive appropriate training to enable them to fulfil their roles in the delivery of the research on the Project.

9.5 PCUK must be informed of all Staff working or expected to work on the Project and of any changes to staffing on the Project during the Grant Period. Starting salaries for replacement Staff will normally revert to the levels awarded for the first year of the Grant.

9.6 All Staff/Students whose remuneration is funded by the Grant are required to devote the whole of that salaried time on the Project specified in Schedule One and the Grant Application.
The Research Institution undertakes to pay the salaries of the Principal Investigator and any Co-applicants employed by the Research Institution, where these are not funded by the Grant, for the duration of the Grant Period.

10. Monitoring & Reporting requirements

10.1 Regular informal contact with PCUK to discuss the progress of the Project is welcomed and encouraged.

10.2 An interim progress report must be submitted to PCUK within 30 days of the first anniversary of the Start Date and within 30 days of each subsequent anniversary. A detailed final report must be submitted within three months of the end of the Grant Period. Reports must be signed by the Principal Investigator and the Head of the relevant division/department at the Research Institution, in such formats and containing such information as is reasonably requested by PCUK, including effective lay summaries. Such reports shall state any divergence from the original timetable and budget for the Project and must highlight any potential for commercial exploitation of the results of the research funded by the Grant.

10.3 The Principal Investigator is required to submit accurate information on an annual basis on the outputs from the Project through the e-VAL system, which is now accessed through the Researchfish website at www.researchfish.com. Annual reporting via Researchfish must continue beyond the Grant Period for a length of time as agreed by PCUK and the Principal Investigator upon completion of the Grant, up to a maximum of 10 years. Failure to comply with this clause 10.3 may result in the Research Institution and Principal Investigator being barred from receiving any further grants from PCUK. Payment of the final invoice will not be contingent upon any supplementary reporting requested after the submission of the final report (to be submitted within three months of the end of the Grant Period as stipulated in clause 10.2).

10.4 Continuation of funding is dependent on adequate progress of the Project, as described in Schedule One and in the Grant Application, and as judged by PCUK under the advice of the Research Advisory Committee. Adequate progress shall include, but is not limited to; achieving stipulated milestones, keeping to the stipulated schedule, remaining within budget and addressing the key aims and hypotheses. If at any stage PCUK consider the progress of the Project to be unsatisfactory, or if the work undertaken is not in accordance with that set out in Schedule One and the Grant Application, then this would constitute a material breach, enabling PCUK to terminate the Agreement.

10.5 Late or overdue reports as set out in 10.2 and 10.3 will result in PCUK withholding payment of any outstanding and/or future claims until such report is received and accepted as satisfactory by PCUK.

10.6 Failure by the Research Institution to submit any report and/or information set out in clauses 10.2 and 10.3 within 30 days of the due date shall constitute a material breach enabling PCUK to terminate this Agreement and may cause PCUK to refuse consideration of further applications from the Principal Investigator and the Research Institution.

10.7 Failure to submit a final report within three months of the end of the Grant Period or to submit any report and/or information set out in clauses 10.2 and 10.3 may result in the Research Institution and Principal Investigator being barred from receiving any further grants from PCUK. Furthermore, and as stipulated in clause 3.7, the final payment of the Grant shall not be made until the delivery of a final report by the Research Institution to PCUK which is to PCUK’s satisfaction, in accordance with clauses 10.2 and 10.3.

10.8 Where volunteers are involved in research, the Principal Investigator is required, within the relevant ethical framework, to provide feedback on the outcomes and data from the Project to all research participants. The Principal Investigator may seek advice from PCUK on the best method to achieve this.

11. Dissemination & Publicity

11.1 The Research Institution and Principal Investigator shall have freedom in accordance with normal academic practice to publish results obtained during the course of the Project and agree to comply
with the following obligations, in accordance with any publicity guidelines provided by PCUK from time to time:

11.1.1 The financial support of PCUK shall be acknowledged in any public communication or in radio and television appearances.

11.1.2 PCUK logos, and any other logos provided by PCUK, shall be used on all materials used in the dissemination of findings from the Project, and in compliance with any guidance provided by PCUK.

11.1.3 The Principal Investigator should publish studies in such a way that allows open access to the data and information they produce, and make their research publicly available as soon as possible. In compliance with this clause 11.1.3, all research manuscripts accepted for publication in a peer-reviewed journal that are supported by this Grant, must be made available from Europe PubMed Central within a minimum time of six months from the date of publication.

11.1.4 The Research Institution or the Principal Investigator must not describe findings from the Project as a "report of Prostate Cancer UK or PCUK", unless by prior agreement with PCUK. PCUK should be contacted regarding any such request.

11.1.5 The Research Institution and Principal Investigator should not give the impression in any statement, public or otherwise, that it is, on account of the research, acting in any official capacity for PCUK or has the authority to bind or represent PCUK.

11.1.6 The Research Institution shall ensure that the financial support of PCUK is properly acknowledged in all oral or written reports, statements or presentations about the Project, in accordance with any PCUK guidelines.

11.1.7 The Principal Investigator must inform PCUK when results of work funded, wholly or partly, by PCUK is accepted for publication or presentation. One copy of each published paper, poster, presentation, abstract or other material must be forwarded to PCUK prior to publication or presentation.

11.1.8 Media enquiries about the Project funded by PCUK must be dealt with in liaison with PCUK or, if time does not permit liaison, in accordance with any guidelines provided by PCUK from time to time. Any publicity releases relating to the Project must be approved by PCUK in advance.

11.1.9 The Principal Investigator shall be willing to participate in interviews as reasonably requested by PCUK.

11.1.10 Failure by the Research Institution to comply with this clause 11 shall constitute a material breach enabling PCUK to terminate the Agreement.

11.1.11 No Party shall use the logo of the other in any press release or product advertising or for any other commercial purpose without the prior written consent of the other provided, however, that publication of appropriate details of the Project including but not limited to the sums received from PCUK in the Research Institution’s annual report and similar publications shall not be regarded as a breach of this Agreement.

12. Site Visits

12.1 PCUK welcomes invitations for our staff to visit the Research Institution and Principal Investigator's laboratory to discuss the progress of the Project.

12.2 PCUK reserves the right to undertake site visits, not normally more than one a year, to be made by individuals selected by PCUK, to enable assessment of the effectiveness and efficiency of the Project, to advise on the direction of the research and to agree and review milestones. PCUK shall give the Research Institution reasonable notice of such a request and will coordinate the arrangements for the site visit with the Principal Investigator and the Research Institution to ensure it is convenient for all Parties.
13. **Collection of Human Tissues**

13.1 PCUK mandates all collection of tissues and any associated data must conform to HTA requirements and all information related to the samples should be made publicly available on the National Cancer Research Institute (NCRI) biosample directory [http://biosampledirectory.ncri.org.uk](http://biosampledirectory.ncri.org.uk). All samples and data must be made available for other researchers to use after this Grant, or the work continuing from this Grant, has finished. Clear mechanisms should be established to facilitate access to the samples by others.

13.2 PCUK requires all researchers working on the Project who are embarking on a tissue collection to first consider collaboration with other tissue collections and combine sample collection with other trials or studies where appropriate.

13.3 PCUK requires all researchers working on the Project to collect generic consent to allow tissues to be used for other research and link the tissue samples to clinical data, or justify why this is not appropriate.

14. **Audit Rights**

14.1 PCUK, or anyone authorised by PCUK, has the right to carry out its own review of the Research Institution’s accounting records for the Project and use of the Grant as well as the procedures it uses to disburse funds. The Research Institution is obliged to give authorised representatives, officers and agents of PCUK, when requested by PCUK or anyone authorised by PCUK, access to all books, documents, accounts, and financial records relating to the implementation of the Project.

14.2 The Research Institution and Principal Investigator are required to have in place formal procedures that ensure only qualifying expenditure is claimed from PCUK. A separate cost code and set of analysis codes must be maintained by the Research Institution for the Grant. The Grant will be terminated if such procedures are found not to be in place.

14.3 If PCUK suspects that there are financial irregularities in relation to the Grant it may appoint external auditors to investigate the irregularities. If such irregularities are confirmed by the external auditor the fees charged by the external auditors will be met by the Research Institution.

15. **Intellectual Property Rights**

15.1 Any Intellectual Property arising from the Project shall vest with the Research Institution. The Research Institution shall promptly notify PCUK of any such Intellectual Property as it arises and shall be responsible for its protection and commercialisation. If the host Research Institution chooses not to protect any such Intellectual Property, then it shall inform PCUK, which shall have the right, but not the duty, to protect and exploit such Intellectual Property for the public benefit.

15.2 PCUK requires the Research Institution to consider whether the protection, management and exploitation of such Intellectual Property is the most appropriate means of achieving benefit to men with prostate cancer, and the Research Institution must seek prior written consent from PCUK before commercially exploiting any Intellectual Property arising from PCUK-funded work. If PCUK reasonably considers that the exploitation plan will be a barrier to timely progress, or will reduce or delay realisation of benefit or impact, then consent will be withheld.

15.3 If subject to clause 15.2 any Intellectual Property is to be exploited commercially (commercial exploitation shall be determined by PCUK), the net revenue from such commercial exploitation shall be divided in the following proportions:

15.3.1 one half to PCUK; and

15.3.2 one half to the Research Institution.

15.4 In the event that the Intellectual Property to be exploited has arisen from research not wholly funded by PCUK, and/or not wholly undertaken by the Principal Investigator, a revenue share shall be agreed which reflects the relative contribution of all parties involved.
PCUK reserves the right to seek redress and appropriate financial compensation in the event of non-compliance with this clause 15.

16. **Consequences of Termination**

16.1 The expiry or termination of this Agreement, for whatever reason, shall be without prejudice to the accrued rights of the Parties arising out of this Agreement.

16.2 Notwithstanding any other rights PCUK may have, on expiry or termination of this Agreement (howsoever arising) PCUK shall be entitled to withhold all further payments of the Grant.

16.3 Save for amounts not spent in accordance with the provisions of this Grant Agreement (which will be repayable in accordance with this Agreement) payments already made by PCUK to the Research Institution as at the date of expiry or termination of this Agreement shall not be refundable to PCUK subject to any specific rights or clawback which may arise or have arisen under this Agreement.

16.4 Upon termination neither Party shall make any public announcement or do any act or thing which may in any way harm or bring the other Party into disrepute.

16.5 Any provisions of this Agreement which are stated to survive, or by their nature are intended to survive, the expiry or termination of this Agreement shall survive.

17. **Entire Agreement**

17.1 This agreement, together with the Grant Application, the Award Letter and the Start Certificate, which is hereby incorporated into this Agreement, constitutes the whole Agreement between the Parties and supersedes all previous agreements between the Parties relating to its subject matter.

17.2 Each Party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty whether made negligently or innocently (other than for breach of contract).

17.3 In the event of any conflict or inconsistency between any part of the Grant Application and any part of Schedule One of this Agreement, the relevant part of the Grant Application or Schedule One, as the case may be, which places the greatest obligation on the Research Institution shall prevail.

18. **Limitation of Liability**

18.1 PCUK will not under any circumstances be liable to the Research Institution in contract, tort (including negligence) or otherwise for any loss of business, revenue, profits, opportunities, goodwill, reputation or any type of special, indirect or consequential loss whatsoever (even if such loss was reasonably foreseeable or the Research Institution or its agent had been advised of the possibility of incurring the same). PCUK will not be liable to the Research Institution for any failure to pay the amounts set in the Grant as a result of events outside its reasonable control.

18.2 PCUK shall not be responsible for any liabilities assumed by the Research Institution nor will PCUK assume any obligations, financial or otherwise, entered into by the Research Institution with any third party. The Research Institution will indemnify (and keep indemnified) PCUK from and against all actions, costs, claims, losses and demands arising as a result of any action or omission of the Research Institution or any of its employees or agents and/or any claim by any third party in respect of or arising out of the carrying out of the Project by the Research Institution or any of its employees or agents.

18.3 No interest shall be payable by PCUK in respect of any payment of the Grant in any circumstances.

18.4 It is the responsibility of the Research Institution to provide adequate infrastructure, resources and support for the Principal Investigator so as to ensure the successful delivery of the Project as specified and committed in Schedule One and in the Grant Application. Failure to do so would constitute a material breach, enabling PCUK to terminate the Agreement.
If the Project includes clinical trials or the use of human subjects or biological samples, the research must be conducted in accordance with the Medical Research Council’s latest guidelines on investigations on human subjects and must be covered by the Medicines for Human Use (Clinical Trials) Regulations 2004 (and any other subsequent relevant Regulations). PCUK does not assume sponsorship responsibility for the research conducted within the Project, but should be informed by the Principal Investigator before the Project commences as to who will take on the role of Sponsor.

The Research Institution will maintain suitable liability and any other adequate levels of insurance in respect of the activities undertaken by it pursuant to the Project and its obligations under this Agreement and provide copies of such insurance to PCUK upon request.

Nothing in this agreement shall limit or exclude the liability of either Party for fraud and/or fraudulent misrepresentation or death or personal injury caused by the negligence of the Party seeking to rely on the exclusion or limitation.

### Rights of third parties

A person who is not a Party to this Agreement, save as expressly set out in this Agreement, shall not have any rights under or in connection with it.

### Confidentiality

In the event that the Research Institution discloses to PCUK information which is of a confidential nature, the Research Institution will advise PCUK that such information should be treated in confidence (“Confidential Information”). Once Confidential Information is disclosed, PCUK agrees to maintain confidentiality of such information for the duration of this Agreement and five years thereafter. Confidential Information shall not include information that was (i) known to PCUK prior to disclosure, (ii) which was independently developed by PCUK or is provided by a third party who has the right to provide it, (iii) was or becomes in the public domain through no fault of PCUK, or (iv) is required to be disclosed under the law or an order of the court.

PCUK requires that information submitted in the lay summary section of the Grant Application and subsequent interim reports will contain no “Confidential Information” or commercially sensitive details. The information in these sections will be used for the publicity of PCUK’s research programme, thus it is the responsibility of the Principal Investigator to ensure that no information of a confidential or commercially sensitive nature is included in these sections.

The Principal Investigator and the Research Institution should be familiar with PCUK’s data sharing agreement with the National Cancer Research Institute (NCRI). As a member of the NCRI, PCUK agrees to share its research portfolio with the International Cancer Research Partnership (ICRP). The ICRP organisations share their portfolio information through a password-protected restricted area on the ICRP website (https://www.icrpartnership.org/). The Research Institution and Principal Investigator should be aware of this agreement, and be prepared for certain details of the Project (as outlined in the FAQ document) to be shared via the ICRP. The Principal Investigator will be permitted to remove any confidential or commercially sensitive information from their abstract prior to PCUK’s submission of data to the ICRP.

### Notices

Any notice or other communication required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post (or equivalent), recorded delivery (or equivalent), by commercial courier or by e-mail or as otherwise specified by the relevant Party by notice in writing to the other Party.

Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address and for the contact or, if sent by pre-paid first-class post (or equivalent) or recorded delivery (or equivalent), at 9.00 am on the fifteenth Working Day after posting, or if delivered by commercial courier, on the date and at the time that the courier’s delivery receipt is signed or if by e-mail at 9:00am on the second Working Day after the e-mail is sent.

This clause shall not apply to the service of any proceedings or other documents in any legal action.
22. **Assignment**

22.1 The Research Institution shall not, without the prior written consent of PCUK, assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under this Agreement.

22.2 PCUK may at any time assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights under this Agreement and may sub-contract or delegate in any manner any or all of its obligations under this Agreement to any third party or agent, and will provide the Research Institution with reasonable notice of this.

22.3 Each Party that has rights under this Agreement is acting on its own behalf and not for the benefit of another person.

23. **General**

23.1 Nothing in this Agreement shall create, imply or evidence any partnership or joint venture between the Research Institution and PCUK or the relationship between them of principal and agent.

23.2 Failure by either Party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provisions.

23.3 No waiver expressed or implied by either Party of any term or condition or of any breach of this Agreement shall be deemed to be a waiver of any other terms or conditions or any other breach of this Agreement.

24. **Force Majeure**

24.1 In this clause 24, "Affected Party" shall mean the Party seeking to invoke clause 24.2, and a "Force Majeure Event" shall mean any event or circumstance which is beyond the reasonable control of the Affected Party, including, but not limited to, flood, lightning, subsidence, terrorist act, fire or war, failure or shortage of power supplies, acts of government and industrial action of any kind.

24.2 The Affected Party shall not be under any liability to the other Party for any failure or delay in performing this Agreement or any part of it to the extent that such failure or delay is caused by a Force Majeure Event and shall be entitled to a reasonable extension of time for performing its relevant obligations.

24.3 The Affected Party shall only be entitled to rely on the provisions of clause 24.2 if:

24.3.1 within five working days of a Force Majeure Event occurring, it provides the other Party with full details of the nature and extent of the Force Majeure Event in question, including the Affected Party’s best estimate of the likely extent and duration of its inability to perform its obligations under this Agreement as a result of such Force Majeure Event, and, thereafter, promptly provides any further information which the other Party reasonably requires;

24.3.2 it uses all reasonable endeavours to avoid or minimise the consequences of the Force Majeure Event in question and carry out its obligations and duties in such other ways as may be reasonably practicable; and

24.3.3 it uses all reasonable endeavours to bring the Force Majeure Event in question to a close as soon as reasonably practicable.

25. **Academic Integrity**

25.1 It is a condition of accepting funding that the Research Institution has in place a viable mechanism for dealing with accusations of scientific fraud. In the event of suspected scientific fraud, PCUK requires the Research Institution to investigate and provide a written report to PCUK of the findings of such investigations within six months of the irregularity or fraud occurring or being suspected.
25.2 If academic fraud is suspected during the course of research on the Project, PCUK must be notified immediately and kept informed in writing of further developments. PCUK reserves the right to suspend, terminate or clawback all or part of the Grant if, in the opinion of PCUK, satisfactory steps are not taken to investigate allegations of academic fraud. If fraud or any other irregularity is proven against the Research Institution, PCUK will terminate the Grant immediately and Grant monies already paid will become repayable immediately in whole.

25.3 A viable mechanism for dealing with accusations of scientific fraud or other academic irregularities must contain the following elements: a guidance document or code of practice on standards of professional behaviour; provisions for induction and training of staff; monitoring; regulations and procedures for handling allegations; fair procedures and appropriate protection for both the accused and the accuser. The Research Institution undertakes to have such a mechanism in place for the duration of the Grant Period.

26. **Data Protection**

26.1 This Grant is subject to and the Research Institution shall comply with the provisions and principles of the Data Protection Act 1998. The collection, handling and use of data relating to individuals shall be treated as confidential at all times. The Research Institution shall, at all times, be responsible for ensuring that storage of data (including tape recordings) is secure.

27. **Amendments**

27.1 Prostate Cancer UK reserves the right to make reasonable amendments to this Agreement. The Research Institution will be informed in advance of any change in conditions. If the Research Institution does not agree to the amendments then it shall notify PCUK within 2 weeks of being made aware of the amendments. If agreement cannot be reached then PCUK will initiate termination of the grant, according to the notice periods laid out in section 5.1 of this agreement.

28. **Governing Law and Jurisdiction**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with English law and the Parties irrevocably submit to the exclusion of the Courts of England & Wales and to the exclusion of all other jurisdictions.
IN WITNESS whereof this Agreement has been entered into by the Parties hereto the day and year first above written.

Agreement made by
Prostate Cancer UK

..........................................................

Date .................................................
Dr Iain Frame, Director of Research

Agreement made by
The Research Institution

Official institution stamp: ..........................................................

Date .................................................
[Insert name],
Finance/Administrative Officer

..........................................................

Date .................................................
[Insert name],
Head of Department

Understood and accepted by
Principal Investigator

..........................................................

Date .................................................
[Insert name]
**SCHEDULE 1**

**The Project**

<table>
<thead>
<tr>
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<tbody>
<tr>
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<td>[Insert Project Title]</td>
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<tr>
<td>Duration:</td>
<td>[Insert Project duration]</td>
</tr>
<tr>
<td>Principal Investigator:</td>
<td>[Insert PI name]</td>
</tr>
<tr>
<td>Co-Applicant(s):</td>
<td>[Insert Co-App name(s)]</td>
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**Project abstract:**

[Insert abstract]

**Key hypotheses, aims and objectives:**

[Insert key hypotheses, aims and objectives]
SCHEDULE 2
Grant Budget

A Grant of up to [£Amount] is awarded according to the following budget to carry out the Project specified in Schedule One:

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<td>Starting scale and grade:</td>
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<td>Inflation rate (%):</td>
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<th>Year 3</th>
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<tr>
<td>Year 1</td>
<td>Year 2</td>
<td>Year 3</td>
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<td>Purchase costs</td>
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<thead>
<tr>
<th>Other costs (e.g. fees, essential equipment)</th>
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<th>Year 2</th>
<th>Year 3</th>
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</thead>
<tbody>
<tr>
<td>Details</td>
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