



Award Agreement - April 2019

«Lead Applicant Salutation»

AWARD AGREEMENT

Title: «Grant Title»

Grant Reference Number: «Grant Reference»

I refer to your grant application (the "Application") submitted to Worldwide Cancer Research for the «Grant Round Name» grant round.

I am pleased to confirm that the application was successful and Worldwide Cancer Research has agreed to provide to the Institution the sum of «Grant Original Award» (the "Grant") for the purposes of enabling you, the Grantholder, to carry out the research project, "«Grant Reference» - «Grant Title»" (the "Project").

The Grant shall be provided to the Institution subject to the general terms and conditions detailed in this letter and the schedule consisting of 7 parts attached to and forming part of this letter (the "Schedule"). This letter, together with the Schedule, is the contract among the Grantholder, Worldwide Cancer Research and the Institution (the "Award Agreement"). The Grantholder and the Institution will be deemed to have read, understood and accepted the terms of the Award Agreement by their acceptance of the Grant.

The Grant will commence on or after «Grant Start Date».

Conditions of Payment of Grant

The following payment conditions relate to all grants awarded by Worldwide Cancer Research:

Grant Start Dates

Projects which are awarded funding in an April grant round can start from 1 February the following year.

If, for any reason, the Project is unable to commence on its determined start date, the start date may be deferred by a maximum of three months, subject to the prior written approval of Worldwide Cancer Research. Deferrals in excess of six months will only be granted in exceptional circumstances.

Claims and Reimbursement of Expenditure

The Grant award will be remitted to the Institution in four quarterly payments per annum, in arrears based on actual expenditure. In order to release each payment, you must complete and submit a Worldwide Cancer Research claim form (as shown in Part 3 of the schedule).

The first claim form should be submitted at the end of the first quarter which follows the start date of the Grant, and must be accompanied by the bank and payment details form (as shown in Part 4 of the schedule). Failure to provide the bank and payment details form may result in payment of the Grant being delayed.

Claim forms must be signed by you and countersigned by the Institution's Finance (or Authorising) Officer or the Research Grants Officer, prior to submission. Please note that Worldwide Cancer Research will not accept electronic signatures – wet ink (or original) signatures are required.

Claim forms must be fully completed and must include staff names and a breakdown of costs, where indicated. Please note that invoices from the Institution are not sufficient to release a payment.

Each claim form shall be accompanied by invoices or other documentation which adequately supports the expenditure which is being claimed. Whether the documentation supplied is deemed to adequately support the expenditure claimed on the claim form shall be at the discretion of Worldwide Cancer Research (acting reasonably). The documentation must be in English (or an English translation must be provided).

All expenditure incurred must be based on actual expenditure and claimed within the timeframe of the relevant grant year and the claim for the fourth quarter must be submitted to Worldwide Cancer Research no later than three months following the end of that quarter. It is your responsibility to ensure that claims are made within the timescales stated. Please note that Worldwide Cancer Research is unable to reimburse any expenditure which is not claimed within six months of the end of the relevant grant year, and cannot make retrospective payments relating to a previous grant year.

Overseas Grant Payments

All figures should be entered in GBP (£ Sterling) on the claim form. Claims will be remitted in GBP (£ Sterling) and converted to the currency of request by the bank at its exchange rate on the day the transfer is approved. All costs incurred relating to the transfer of funds shall be paid by Worldwide Cancer Research. The Grantholder is liable for all costs incurred in the conversion of funds from GBP (£ Sterling) to the currency of request.

Worldwide Cancer Research is not responsible for losses incurred through fluctuations in exchange rates.

Grant Years and Progress Reports

Worldwide Cancer Research has produced a budget based on the application, covering the duration of the Project. The budget is fixed and will not increase on an annual basis. Details of how the budget is broken down can be found at Part 2 of the Schedule (the "Budget Breakdown").

Irrespective of the number of grant years for which the Grant is awarded, each grant year has a separate budget and sums allocated for each grant year may not be carried forward into another Grant Year.

Continuation of funding for grant years two and three of the Project (if applicable) will be dependent upon you as the Grantholder making adequate progress (in the opinion of Worldwide Cancer Research) in terms of the Project in the preceding Grant Year.

In order for the Grant to be continued, scientific reports on the progress made towards achieving the objectives set out in the Application will be due to be submitted (via the online grants system) to Worldwide Cancer Research in accordance with the following timescales:

Period of Project to be Covered by Report	Report Due to be Submitted to Worldwide Cancer Research
month 1 - month 6	prior to grant payment at month 9
month 7 - month 18	prior to grant payment at month 21

Worldwide Cancer Research shall use these scientific progress reports to assess your progress towards achieving the objectives as set out in the Application. Continued funding for the Project shall be dependent on Worldwide Cancer Research's acceptance of the scientific progress reports detailed above. Worldwide Cancer Research must deem each scientific report satisfactory before subsequent payments can be released.

Please note that failure to submit progress reports as detailed above shall result in subsequent Grant payments being withheld.

You will supply a final scientific report on the work of the Project within three months of the completion date of the Project. Final payments will be withheld pending receipt by Worldwide Cancer Research of this final report. In order to release the final payment, the final report must be deemed satisfactory by Worldwide Cancer Research.

If a request for further funding from Worldwide Cancer Research is submitted before the completion date of the Project, an interim report must be submitted using the continuation scientific report template.

You will also be required to complete a follow-up report, three years after the closure of the grant, to make sure we capture all outcomes and immediate impact from the project.

We will intimate to you the necessary report template which we will require you to use in the preparation of each scientific report.

Transfer of Funds

The transfer of allocated funds between the budget headings detailed in the Application and in the Budget Breakdown (Part 2 of the Schedule), (i.e. staff costs, consumables, animals, equipment, travel and other) is not permitted under any circumstances.

Where overspending has occurred under any budget heading on a claim, Worldwide Cancer Research will deduct such overspend from the sum reimbursed in terms of that claim (even if other headings are underspent).

At the end of a Grant Year, any remaining grant funds which have not been spent will belong to Worldwide Cancer Research. Such remaining sums cannot be carried forward into a subsequent Grant Year.

Not Funded by Worldwide Cancer Research

Salary Increases, Maternity, Paternity and Sick Leave

Worldwide Cancer Research will not reimburse the cost of paid maternity, paternity or adoption leave for staff whose salaries are funded by the Grant. Worldwide Cancer Research will also not cover the cost of extended periods of paid leave due to illness. Staff funded by the Grant are employed by the Institution and it is the Institution's responsibility to comply with all of its obligations under employment law.

It may be acceptable to use the Grant to cover the cost of replacement staff during periods of maternity, paternity, adoption or long-term sick leave, but only with permission from Worldwide Cancer Research.

The staff costs award is based on the calculations shown in the Application and these will not increase on an annual basis. No additional funding will be available from Worldwide Cancer Research to meet pay awards, bonuses, salary increments, merit awards or any other salary changes during the course of the Grant.

Administration Costs

Please note that costs such as photocopying charges, publication costs, reprints, secretarial/administrative assistance, telephone costs, recruitment, advertising costs, journal subscriptions, service agreements and maintenance of existing equipment and departmental/institutional overheads are not funded by Worldwide Cancer Research.

Additional Charges by the Institution

The Institution is not entitled to claim any additional charges such as overheads, bench fees or administrative costs. The Institution may only be reimbursed for costs incurred which are within the remit of the Grant.

Media and Publications

In order to assist Worldwide Cancer Research in raising funds for research grants, we require to publicise and promote the work which we support. To this end, we require copies of any publications supported by and acknowledging Worldwide Cancer Research funding not less than 7 days before the date of publication.

You are also required to send advance copies of any press or media releases relating to the Project, as soon as possible and certainly prior to their publication. Publications and press releases should be sent to the Science Communications Manager, (grants@worldwidecancerresearch.org). Worldwide Cancer Research will of course respect any embargo deadlines and will often work together with journals and press offices at the institutions or other funding bodies involved in the work. Please note that in some circumstances the contract gives Worldwide Cancer Research first publicity rights, for example if Worldwide Cancer Research has funded the lead author of the publication.

The Worldwide Cancer Research logo (the "Trade Mark") must be clearly visible on all presentation slides and/or paperwork, posters, handouts and laboratory websites. A copy of the current logo of Worldwide Cancer Research is attached at Part 5 of the Schedule. Any modification shall be intimated to you from time to time by Worldwide Cancer Research in writing (normally by email).

Worldwide Cancer Research requires all Grantholders to provide biographical materials including high resolution photographs of you and possibly other lab members, as well as images or microscopy picture of your work. You must also produce a report, in lay terms, on your research. This report should be written so that it can be used on our website, in our publications and on other materials prepared by Worldwide Cancer Research.

Change of Circumstances

Should you wish to make any changes to what was stipulated in the Application, you must seek the prior written consent of Worldwide Cancer Research. Such changes include (but are not limited to) the replacement of personnel funded by Worldwide Cancer Research, requests for deferral of start date, suspensions during or extensions to the end of the Grant, or significant changes to the aims or methodology of the project set out in the Application.

If during the period of the Grant you decide to move to a new institution (the “Successor Institution”), the Grant will move with you (unless Worldwide Cancer Research decides otherwise). You are required to give Worldwide Cancer Research at least six weeks’ notice of the date of transfer. A novation agreement in the form set out at Part 6 of the Schedule (but subject to any amendments deemed necessary in order to address any practical issues relating to the Project) is required to be entered into between you, Worldwide Cancer Research, the Institution and the Successor Institution.

If the Grant has funded equipment required for the Project, all such equipment must be transferred to the Successor Institution.

Claims from the Successor Institution will not be processed until all claims from the Institution have been received by Worldwide Cancer Research.

General

Please note that the terms of the Award Agreement are non-negotiable. Should you choose to accept the Grant, both copies of the Award Agreement should be signed by you and by the Commercial/Contracts Manager or Legal Advisor (as appropriate) on behalf of the Institution. One signed copy must be returned to the Research Funding team, no later than [DATE]. Failure to submit the signed Award Agreement before this date (or if we have not heard from you in relation to accepting the grant offer) will result in the offer being automatically withdrawn.

The other signed copy should be retained by the Finance/Research Office of the Institution. Please note that, whilst Worldwide Cancer Research expects to deal directly with the Institution regarding claim forms and payments, you are at all times ultimately responsible for the administration of the Grant.

Any queries regarding grant awards and payments should be addressed to grants@worldwidecancerresearch.org. Please note that you should quote your grant reference number (as stated on page 1 of the Award Agreement) in all future communication with Worldwide Cancer Research.

We look forward to hearing from you.

Yours sincerely

Dr Helen Rippon
Chief Executive
Worldwide Cancer Research, 1st floor, Canning Exchange, 10 Canning Street, Edinburgh EH3 8EG, UK
Telephone: +44 (0)300 777 7910
Email: grants@worldwidecancerresearch.org

This is the schedule referred to in the foregoing Award Agreement between Worldwide Cancer Research, [INSERT NAME OF PRINCIPAL INVESTIGATOR] and [INSERT HOST INSTITUTION]

Schedule

Part 1

Terms and Conditions for Research Grant Award

1. **Contract**

These terms and conditions form part of the Award Agreement which sets out the only terms and conditions upon which Worldwide Cancer Research is prepared to offer the Grant to the Grantholder and the Institution. No variation of the Award Agreement shall be valid unless in writing and signed on behalf of Worldwide Cancer Research. In the event of a conflict between the terms and conditions contained in the letter and those contained in the Schedule, the terms of the letter shall prevail.
2. **Definitions**
 - 2.1 Words and expressions in these terms and conditions shall have the same meanings as attributed to them in the offer letter. Otherwise, the definitions and rules of interpretation in this clause 2 apply to these terms and conditions:
 - “**Completion Date**” means the date on which the Project is completed;
 - “**Departure Date**” shall have the meaning ascribed to it at clause 10.1 of these terms and conditions;
 - “**Equipment**” shall have the meaning ascribed to it at clause 4.8 of these terms and conditions;
 - “**Grant Year**” means the 12-month period from the day and month of the Start Date
 - “**Handbook**” means the Worldwide Cancer Research Project Grant Application handbook (as updated from time to time) which is available on the Website;
 - “**Intellectual Property**” means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world which derive from the Project;
 - “**Novation Agreement**” means the novation agreement in the form set out in part 6 of the Schedule;
 - “**Progress Report**” means a scientific report on the progress made towards achieving the objectives set out in the Application (or as modified by subsequent agreement by Worldwide Cancer Research);
 - “**Revenue Income**” means any benefit including, but not limited to, any monies, shares, options or other rights arising from the commercial exploitation of the Intellectual Property generated from or arising as a result of the Project;
 - “**Start Date**” means the commencement date of the Grant as stipulated on page 1 of the Award Agreement;
 - “**Website**” means www.worldwidecancerresearch.org
 - 2.2 Clause and paragraph headings shall not affect the interpretation of the Award Agreement
 - 2.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person’s legal and personal representatives, successors and permitted assignees.
 - 2.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
 - 2.5 Words in the singular shall include the plural and vice versa.

- 2.6 A reference to one gender shall include a reference to the other gender.
- 2.7 A reference to a statute, statutory provision or any subordinate legislation made under a statute is to such statute, provision or subordinate legislation as amended or re-enacted from time to time and, in the case of a statute, includes any subordinate legislation made under that statute.
- 2.8 A reference to **writing** or **written** includes faxes and e-mail.
- 2.9 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

3. **Provision of Grant**

- 3.1 Subject to the availability of funds (and subject to clause 9 of these terms and conditions), Worldwide Cancer Research shall make available the Grant to the Grantholder on the terms of the Award Agreement for the purpose of enabling the Grantholder to carry out the Project.
- 3.2 Worldwide Cancer Research, the Grantholder and the Institution acknowledge and agree that the Grant creates no obligations or duties among Worldwide Cancer Research, the Grantholder and the Institution other than as set out in the Award Agreement.
- 3.3 The Grantholder undertakes to use his/her best endeavours to complete the Project within the time period specified in the Application or as otherwise agreed between Worldwide Cancer Research and the Grantholder and at a cost not exceeding the sum of the Grant as stipulated at page 1 of the Award Agreement. The Grantholder agrees that he/she shall not make any material change to the Project without the prior written approval of Worldwide Cancer Research.
- 3.4 Worldwide Cancer Research shall produce an annual budget which is based on the Grantholder's budget request as stipulated in the Application. The budget shall not be increased on an annual basis and for the avoidance of doubt, there shall be no obligation on Worldwide Cancer Research to fund or reimburse any increased pay awards, bonuses, merit awards or any other changes to staff salaries.
- 3.5 The Grantholder shall ensure that the Institution shall submit to Worldwide Cancer Research, quarterly in arrears, a claim form which shall detail all costs incurred by it and/or the Grantholder in carrying out the Project during the previous quarter (within the limits stipulated in the Budget Breakdown). Each claim form shall be accompanied by invoices or other documentation which adequately supports the expenditure claimed on the relevant claim form. Whether the documentation supplied is deemed to adequately support the expenditure claimed on the claim form shall be at the discretion of Worldwide Cancer Research (acting reasonably). Claims which are not adequately supported by documentary evidence shall not be reimbursed. The Institution shall be responsible for repaying to Worldwide Cancer Research immediately upon receipt of a written demand by Worldwide Cancer Research any Grant funds which have been remitted to the Institution in the absence of adequate supporting documentation. Payment of Grant funds shall be made in accordance with the conditions of payment detailed in the Award Agreement and no other method of payment shall be permitted.
- 3.6 In the event that the Grant is awarded for a term which is longer than one Grant Year, continuation of grant funding for Grant Years two and three shall be dependent upon the Grantholder making adequate progress in the preceding Grant Year. Whether the Grantholder has made adequate progress shall be at the discretion of Worldwide Cancer Research, having considered the Progress Reports which have been submitted to Worldwide Cancer Research or the failure of the Grantholder to furnish adequate Progress Reports.
- 3.7 Worldwide Cancer Research shall not reimburse any expenditure which is not claimed within six months of the end of the Grant Year.
- 3.8 In the event that the Grantholder ceases to be employed by the Institution for any reason, the final period in respect of which a claim may be submitted to Worldwide Cancer Research by the Institution shall be from the first day of the quarter immediately preceding the Departure Date to the Departure Date.
- 3.9 Worldwide Cancer Research shall not be liable to reimburse or make any Grant payment to more than one institution at a time and shall not in any circumstances be responsible for reimbursing or making payment to any third party institution, person or organisation involved in the Project. In the event that any third party institution is involved in the Project (other than the Institution), it shall be the responsibility of the Grantholder to ensure that any third party institution is reimbursed for any expenditure incurred by it in terms of the Project and the Grantholder shall procure that a chargeback agreement is put in place between the Grantholder, the Institution and the third party institution. Worldwide Cancer Research shall be provided with copy of such chargeback agreement immediately following its execution by all parties.
- 3.10 The Institution undertakes to meet all other costs, taxes, charges and liabilities not covered by the Grant but necessary for the Grantholder to successfully carry out the Project.

3.11 The Grantholder and the Institution shall be required at all times to comply with Worldwide Cancer Research's rules, policies and procedures relating to research grants and awards in force from time to time during the grant period including those which are contained in the Handbook and as communicated to the Grantholder and/or the Institution by Worldwide Cancer Research from time to time.

4. **Staff and Equipment**

4.1 The Grantholder may work on the Project independently or may opt to work on the Project in partnership with or with assistance from research workers (each of whom may or may not be receiving support from Worldwide Cancer Research in their own right). The costs incurred by the Institution as a result of the employment or engagement of the Grantholder and any research workers or staff members who are involved with the Project shall be the responsibility of the Institution. The Institution may then be reimbursed from the Grant for staff costs which are incurred through the employment or engagement of any research workers or staff members who are paid salaries from the Grant (subject to clause 4.4 and 4.7 of these terms and conditions).

4.2 Nothing in the Award Agreement shall render the Grantholder nor any research worker or staff member who is involved with the Project an employee, worker, agent or partner of Worldwide Cancer Research. The Grantholder shall not and the Institution shall ensure that any research worker or staff member who is involved with the Project shall not hold him/herself out as such.

4.3 The Institution shall be fully responsible for and indemnify Worldwide Cancer Research against any liability, assessment or claim for:

4.3.1 taxation whatsoever arising from or made in connection with the employment or engagement of any research worker or staff member who is involved with the Project where such recovery is not prohibited by law; and

4.3.2 any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Institution or the Grantholder against Worldwide Cancer Research arising out of or in connection with the Project.

Worldwide Cancer Research may satisfy such indemnity (in whole or in part) by way of deduction from any grant payment due to be paid.

4.4 Worldwide Cancer Research will not reimburse the cost of paid maternity, paternity or adoption leave for staff who are paid salaries from the Grant. Worldwide Cancer Research will also not reimburse the cost of paid leave for any staff due to illness. Staff are employed or engaged by the Institution and it is the Institution's responsibility to ensure that it complies with its obligations under employment law. The Institution undertakes that it will upon receipt of a written request from Worldwide Cancer Research supply to Worldwide Cancer Research the attendance records of any staff member who is paid a salary from the Grant. In the event that such attendance records show that Worldwide Cancer Research has unknowingly or mistakenly reimbursed the cost of paid maternity, paternity, adoption or sick leave for any member of staff paid a salary from the Grant, the Institution shall repay to Worldwide Cancer Research the full amount of such maternity, paternity, adoption or sick leave which has been paid by Worldwide Cancer Research.

4.5 In some instances, with the prior written consent of Worldwide Cancer Research, a Grant may be used to cover the cost of replacement staff members to take the place of staff members who are absent due to periods of maternity, paternity or adoption leave or sickness absence.

4.6 Any advertisement for research workers or other staff members to be appointed by the Institution in relation to the Project must state that the Project is funded by Worldwide Cancer Research and the Institution undertakes to disclose to Worldwide Cancer Research the details of, and any alteration to, each appointment made as soon as is practicable after the appointment.

4.7 Notwithstanding anything in this clause 4, staff expenses shall in all circumstances be limited to the amount which is detailed in the Budget Breakdown (with the exception of clause 9.1).

4.8 All equipment purchased with funds provided by the Grant (the "**Equipment**") shall be the property and responsibility of the Institution. The Institution shall during the Grant period maintain the Equipment (at its own expense) in good and substantial repair in order to keep it in good operating condition including replacement of worn, damaged and lost parts, and shall make good any damage to the Equipment. Worldwide Cancer Research shall not reimburse the cost of replacement Equipment and shall not reimburse the cost of repairs to damaged Equipment.

4.9 The Institution shall not without the prior written consent of Worldwide Cancer Research part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it.

5. **Media and Publications**

5.1 Subject to clause 6.1, the Grantholder and the Institution undertake to assist Worldwide Cancer Research in fulfilling its policy of publicising as widely as possible its grants and progress in scientific research supported by Worldwide Cancer Research. The Grantholder and the Institution undertake not to enter into any restrictive publication arrangements in relation to any results, data or other information connected with or arising from the Project, without the prior

written consent of Worldwide Cancer Research, it being understood that in terms of clause 6.1, certain Intellectual Property may be required to be protected and such Intellectual Property ought to remain confidential. Further, Worldwide Cancer Research will use reasonable endeavours to respect any reasonable requests from the Grantholder and/or the Institution not to publish confidential information. It is hereby agreed by the Institution and the Grantholder that:

- 5.1.1 The Grantholder and/or the Institution will provide Worldwide Cancer Research (by email to grants@worldwidecancerresearch.org) with an advance copy of all publications arising from the Grant within seven days of them being accepted by the publishing organisation for publication;
 - 5.1.2 The Grantholder and the Institution will offer Worldwide Cancer Research the first right to issue a press release (or any other form of public relations material) about research publications arising from Worldwide Cancer Research-funded research where Worldwide Cancer Research funds the salary of the lead author or the Grant has funded the majority (a minimum of 51%) of the work of the publication in question. Should Worldwide Cancer Research decide not to use this right, this right will then revert to the Institution.
 - 5.1.3 The Grantholder and the Institution will provide Worldwide Cancer Research with such photographs and other materials as reasonably requested for use on websites, fundraising, publicity and other materials;
 - 5.1.4 Any press or media releases produced by the Grantholder and/or the Institution relating to the Project supported by the Grant will acknowledge the financial assistance given by Worldwide Cancer Research, using Worldwide Cancer Research's full title, in the text, and provide advance copy for Worldwide Cancer Research to comment and/or approve.
- 5.2 The Grantholder and/or the Institution will provide Worldwide Cancer Research (by email to grants@worldwidecancerresearch.org) with an advance copy of any press or media releases relating to the research supported by the Grant not less than seven days before they are released by the relevant publishing medium.
- 5.3 Worldwide Cancer Research may use the Application (including details of staff named in the Application, their qualifications and employment history), Progress Reports, final and any interim reports in such manner as it sees fit and may copy, publish and distribute the applications and such reports or parts of them in any part of the world without payment to the Grantholder or the Institution provided that such use respects the confidential nature of any such material contained within these documents, that in doing so it acknowledges these documents as its source.
- 5.4 The Grantholder and the Institution will acknowledge the financial assistance given by Worldwide Cancer Research in any published documents, or presentations related to the research supported by the Grant, either in the text or in a footnote, using Worldwide Cancer Research's full title.
- 5.5 The Grantholder and Institution agree to be bound by the provisions of clause 5 of these terms and conditions both during the term of the Grant and after the expiration or termination of the Grant.
- 5.6 Worldwide Cancer Research reserves the right to publish details of the Grant, including the name of the Grantholder, the name of the Institution, the title of the Project, the grant award, and a summary of the Project on the Website, the NCRI website, the International Cancer Research Partnership website and in relevant publications.
- 5.7 The Institution will display a web link from its website to the Website.
- 5.8 The Grantholder shall, upon request, act as an external referee for Worldwide Cancer Research to help it assess other grant applications.
- 5.9 The Institution and/or Grantholder shall promptly supply any information relevant to the Grant that is requested by Worldwide Cancer Research.
- 5.10 Worldwide Cancer Research shall retain ownership of and all rights in the Trade Mark. The Grantholder and the Institution shall be granted a perpetual, non-transferable royalty-free licence to use the Trade Mark under the Award Agreement to the extent necessary for the purpose of fulfilling its obligations under the Award Agreement. No other rights shall be granted to the Grantholder or the Institution relating to any Intellectual Property of Worldwide Cancer Research.
- 6. Commercial Benefits and Patient Benefits**
- 6.1 The Institution and/or the Grantholder shall on a continuing basis throughout the term of the Grant fully inform Worldwide Cancer Research of any results, data and/or other information arising from the Project (including any Intellectual Property rights they may contain) which might be suitable for commercial exploitation. Publication or any other form of public presentation of said results, data and/or other information should not occur until after Worldwide Cancer Research has been informed in terms of this clause 6.1 and has given its written consent to such disclosure (such consent shall not be withheld unreasonably in the event that all the necessary steps to protect any Intellectual Property rights have been taken (where reasonably appropriate) prior to such disclosure).
- 6.2 The Institution and the Grantholder shall use all reasonable endeavours to exploit commercially the results, data and/or other information arising from the Project in a manner conducive to maximising the patient benefit arising therefrom, except where it is otherwise agreed with Worldwide Cancer Research (either itself or through its agent) subject to clause 6.6 of these terms and conditions.

- 6.3 Any Revenue Income, whether effected by or derived from commercial exploitation by the Institution or Worldwide Cancer Research (either itself or through its agent), shall following reimbursement of direct costs incurred by either the Institution or Worldwide Cancer Research in carrying out the exploitation, be divided equally between the Institution and Worldwide Cancer Research (or its agent) in terms of a revenue share arrangement which will be put in place. In the case of the Grantholder leaving to join the Successor Institution the apportionment of the Revenue Income shall be agreed between Worldwide Cancer Research, the Institution and the Successor Institution before there shall be any transfer of the rights arising from the Award Agreement to the Successor Institution. In the event that the Project is not wholly funded by Worldwide Cancer Research, or where Worldwide Cancer Research is/was not the sole funder of the research from which the Intellectual Property being exploited is derived, a revenue share arrangement shall be put in place which reflects the relative contribution of all parties involved such that an equitable share of commercial rights and benefits is achieved.
- 6.4 Before entering into any arrangement with a third party, or commencing any procedure (including patent application) in relation to any results, data and/or information arising from the Project the Institution and/or the Grantholder shall:
- 6.4.1 provide, on a confidential basis to Worldwide Cancer Research (and/or its agent) in such reasonable detail as may be requested, details of the proposals for the exploitation of the results, data and/or information, including, where possible, details of any agreement it is proposed that the Institution and/or the Grantholder enter into with any third party, the identity of that third party and that third party's intentions with regard to the use or exploitation of the results, data or information; and
- 6.4.2 take into account in its negotiations with third parties any representations made by Worldwide Cancer Research, bearing in mind the legitimate interest of Worldwide Cancer Research in such negotiations as a potential recipient of a share of the Revenue Income and, keep Worldwide Cancer Research (and/or its agent) fully advised on a confidential basis as to the progress of such negotiations; and
- 6.4.3 provide on a confidential basis detailed accounts of Revenue Income and relative costs at such frequency and in such detail as required from time to time by Worldwide Cancer Research (or its agent), and in any case not less than once a year.
- The above provisions also apply retrospectively to any arrangements entered into before the Grant was awarded which grant rights to the results/data/Intellectual Property generated as a result of the Grant award.
- 6.5 The Institution shall allow Worldwide Cancer Research (or its agent), to meet and discuss with the Grantholder any results, data and/or information arising from the Project and any potential for the protection of any Intellectual Property and for the commercial exploitation of their research. If any of the said results, data and/or information are deemed protectable or have potential for commercial exploitation then Worldwide Cancer Research (or its agent) will inform the Institution. Any information provided to the Worldwide Cancer Research or its agent shall be kept confidential until it is in the public domain.
- 6.6 Worldwide Cancer Research reserves the right to exploit (either itself or through its agent) the said results, data and/or information and/or apply for patents in its own name, if and to the extent that:
- 6.6.1 the Institution decides not to take or does not take active steps towards protecting the Intellectual Property and/or exploiting the same within six months of the same being documented by the Institution and/or the Grantholder unless there is a reasonable reason for this as communicated in writing to Worldwide Cancer Research/its agent; or
- 6.6.2 if prior thereto, the Institution states in writing that it does not intend to exploit the same; or
- 6.6.3 If the Institution agrees with Worldwide Cancer Research (or its agent) to allow Worldwide Cancer Research (or its agent) the right to exploit the same.
- 6.7 In the event that any Intellectual Property arising from any results, data and/or information arising from the Project is deemed protectable in terms of clause 6.5 above and the Institution (in the reasonable opinion of Worldwide Cancer Research) does not take any active steps towards protecting such Intellectual Property or does not (in the reasonable opinion of Worldwide Cancer Research) fully co-operate with Worldwide Cancer Research's (or its agent's) attempts to protect such Intellectual Property, the Institution and the Grantholder shall immediately upon request assign to Worldwide Cancer Research (or its agent), for no cost, their respective whole right, title and interest in and to the results, data and/or other information. The Institution and the Grantholder shall co-operate fully with Worldwide Cancer Research (or its agent) in entering into such other documents and taking such steps at the expense of Worldwide Cancer Research (or its agent) as may be reasonably necessary to allow Worldwide Cancer Research (or its agent) to exploit fully and effectively the results, data and/or other information.

7. **Scientific Integrity**

- 7.1 It shall be the responsibility of the Institution to investigate any allegation or suspicion of scientific fraud. The Grant will not be awarded to the Grantholder if the Institution is unable to produce to Worldwide Cancer Research information regarding its procedure for dealing with scientific fraud.
- 7.2 In the event that scientific fraud by any party to the Award Agreement or any third party who is involved in the Project is suspected or alleged during the term of the Project, the Institution shall notify Worldwide Cancer Research and keep Worldwide Cancer Research informed of all further developments. Worldwide Cancer Research reserves the right to suspend the Grant if it is of the view that the Institution is not taking adequate steps to investigate the suspicion or accusation.
- 7.3 In the event that an investigation by the Institution results in a case of scientific fraud being proven, Worldwide Cancer Research reserves the right to terminate the Grant immediately and to require the Institution to repay to Worldwide Cancer Research all funding which has been remitted to the Institution in terms of the Grant prior to the date on which scientific fraud was proven.

7.4 Neither the Grantholder nor the Institution may accept any other grant or research funding to carry out the Project, or any part of it, without the prior approval of Worldwide Cancer Research, such approval not to be withheld unreasonably.

8. **Research Governance**

8.1 The Institution must ensure that all research, experiments and activities undertaken in relation to the Project conform with all relevant laws and regulations which apply to such activities. Such laws and regulations include, but are not limited to:

- 8.1.1 health and safety;
- 8.1.2 genetic modification;
- 8.1.3 the use of animals;
- 8.1.4 stem cells;
- 8.1.5 human tissue;
- 8.1.6 human volunteers; and
- 8.1.7 data protection.

8.2 The Institution and the Grantholder undertake to ensure that, at all times during the period of the Grant:

- 8.2.1 all research is conducted to the appropriate ethical standards;
- 8.2.2 all research is conducted to the appropriate scientific standards;
- 8.2.3 all information relating to the research is handled, stored and disseminated appropriately;
- 8.2.4 all appropriate health and safety regulations are enforced and followed;
- 8.2.5 proper financial and accounting procedures are followed; and
- 8.2.6 a quality research culture is fostered within the Institution.

9. **Termination**

9.1 Worldwide Cancer Research has the right to terminate the Grant and the Award Agreement at the end of any Grant Year by giving four weeks' prior written notice to the Grantholder and the Institution, without prejudice to the rights and duties of either party accrued prior to the date of termination. In the event that the Grant and the Award Agreement are terminated in accordance with this clause 9.1, Worldwide Cancer Research may (at its sole discretion) reimburse from the Grant any reasonable staff costs which arise from Worldwide Cancer Research's termination of the Grant and the Award Agreement. For the avoidance of doubt, staff costs/expenses paid out in accordance with this clause 9.1 shall in all circumstances be limited to the total amount of the Grant which is outstanding at the date of termination.

9.2 In the event that the Institution wishes to terminate the Grant and the Award Agreement, it must provide the following documents to Worldwide Cancer Research:

- 9.2.1 four weeks' prior written notice;
- 9.2.2 a scientific report by the Grantholder covering the period from the end of the period covered in the previous Progress Report (which was submitted to Worldwide Cancer Research) to the date of termination; and
- 9.2.3 a written statement of the reasons for termination.

Termination of the Award Agreement and the Grant in terms of this clause 9.2 is at the discretion of Worldwide Cancer Research and is without prejudice to the rights and duties of each party accrued prior to the date of termination. Failure to submit the report detailed at clause 9.2.2 shall result in the final Grant payment being withheld.

9.3 Worldwide Cancer Research may at any time terminate the Award Agreement with immediate effect, with no liability to make any further payment in terms of the Grant (other than in respect of any accrued expenditure at the date of termination) if the Institution and/or the Grantholder are in material breach of any of their obligations under the Award Agreement. Any delay by Worldwide Cancer Research in exercising its rights to terminate shall not constitute a waiver of those rights.

9.4 Worldwide Cancer Research may immediately terminate the Grant and the Award Agreement in the event that:

- 9.4.1 any party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986; or
- 9.4.2 any party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or

- 9.4.3 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of any party (being a company); or
- 9.4.4 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company); or
- 9.4.5 the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver; or
- 9.4.6 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; or
- 9.4.7 any party (being an individual) is the subject of a bankruptcy petition or order; or
- 9.4.8 a creditor or encumbrancer of any party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of that party's assets and such attachment or process is not discharged within 14 days; or
- 9.4.9 any event occurs, or proceeding is taken, with respect to any party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 9.4.1 to 9.4.8 (inclusive) of these terms and conditions; or
- 9.4.10 any party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- 9.4.11 the Grantholder dies or is expelled or dismissed from the employment of the Institution and no suitable (in the sole opinion of Worldwide Cancer Research) alternative Grantholder, arrangement or agreement between Worldwide Cancer Research and the Institution can be agreed in order to continue the Project; or
- 9.4.12 there is a material change of circumstances relating to either the Institution, the Grantholder or the Project which (in the reasonable opinion of Worldwide Cancer Research) fundamentally changes the circumstances on which Worldwide Cancer Research determined to award the Grant to the Institution.

10. **Change of Institution**

- 10.1 Should the Grantholder leave the Institution in order to take up an offer of employment with another university, research organisation or other institution (the "**Successor Institution**"), the Grantholder shall seek the consent of Worldwide Cancer Research to the transfer of the Grant to the Successor Institution. Subject to the express written consent of Worldwide Cancer Research, the Successor Institution shall be free to accept and undertake responsibility for the continuing administration of the Project, on the terms set out in the Award Agreement and/or on any other terms that Worldwide Cancer Research may in its absolute discretion conclude with the Successor Institution. The Institution shall enter into the Novation Agreement (and shall execute any other paperwork required to effect the transfer of the Grant) if required to do so by Worldwide Cancer Research and shall, from the date stipulated in the Novation Agreement (the "**Departure Date**"), cease to be a party to the Award Agreement and shall have no further obligations to Worldwide Cancer Research in terms of the Award Agreement from the Departure Date.
- 10.2 Notwithstanding clause 10.1 of these terms and conditions, the Grantholder shall remain bound by the terms of the Award Agreement.
- 10.3 The Grantholder shall give no less than six weeks' written notice of the request to transfer the Grant to the Successor Institution to Worldwide Cancer Research prior to the Departure Date and the Grantholder shall use his or her best endeavours to procure that the Successor Institution shall enter into the Novation Agreement in relation to the transfer to it of the Institution's rights and obligations in terms of the Award Agreement. Failure by the Grantholder to comply with this clause 10.3 shall be deemed a material breach of the agreement in terms of clause 9.4.
- 10.4 The Equipment shall be the property and responsibility of the Institution, but, notwithstanding clause 4.8, if the Grantholder moves to the Successor Institution and Worldwide Cancer Research has authorised the transfer of the Grant to the Successor Institution, the Equipment shall become the property and responsibility of that Successor Institution.
- 10.5 For the avoidance of doubt, all references in the Award Agreement to the Institution shall, with the exception of clause 6.3 of these terms and conditions, be deemed to include the Successor Institution.
- 10.6 In the event that Worldwide Cancer Research does not consent to the transfer of the Grant to the Successor Institution, and no suitable (in the sole opinion of Worldwide Cancer Research) alternative Grantholder, arrangement or agreement between Worldwide Cancer Research and the Institution can be agreed which facilitates the continuation of the Project, Worldwide Cancer Research shall have the right to immediately terminate the Grant and the Award Agreement in accordance with clause 9.4.12 of these terms and conditions.

11. **Data Protection**

- 11.1 The Grantholder and the Institution consent to Worldwide Cancer Research holding and processing data relating to him/her/it for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" as defined in the Data Protection Act 1998 (UK). All personal data will be processed in accordance with Worldwide Cancer Research's privacy policy, detailed at part 5 of the Schedule.
- 11.2 The Grantholder and the Institution consent to Worldwide Cancer Research making his/her/its relevant data available to those who provide products or services to Worldwide Cancer Research, regulatory authorities, governmental or quasi-governmental organisations and business contacts of Worldwide Cancer Research or any part of its business.

11.3 The Grantholder and the Institution consent to the transfer of his/her/its relevant data to Worldwide Cancer Research's business contacts outside the European Economic Area in order to further the interests of the Grantholder and/or the Institution.

12. **Miscellaneous**

12.1 A waiver of any right under the Award Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.

12.2 If any provision of the Award Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force.

12.3 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, that provision will apply with whatever modification is necessary to make it valid, enforceable and legal.

12.4 The Award Agreement constitutes the entire agreement between the parties. The parties acknowledge and agree that (save in the case of fraud), in entering into the Award Agreement they do not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to the Award Agreement or not) relating to the subject matter of the Award Agreement other than as expressly set out in the Award Agreement.

12.5 Worldwide Cancer Research endeavours to have Applications reviewed and considered by at least two external referees. The public comments offered by such external referees will be disclosed to the Grantholder. The external referees are entirely independent of Worldwide Cancer Research and the views and opinions of the external referees are not representative of the views and opinions of Worldwide Cancer Research. Worldwide Cancer Research will not comment on, nor discuss the content of the comments by the external referees.

12.6 The Grantholder and the Institution shall not, without Worldwide Cancer Research's prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of the Grantholder's and the Institution's rights or obligations under the Award Agreement. Worldwide Cancer Research may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Award Agreement.

12.7 Nothing in the Award Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name of or on behalf of or otherwise to bind the other in any way, (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

12.8 The Award Agreement is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, anyone else.

12.9 Notice given under the Award Agreement shall be in writing, sent for the attention of the person, and to the address, given in the Award Agreement (or such other address, or person as the relevant party may notify in writing to the other party) and shall be delivered personally, sent by pre-paid, first-class post or recorded delivery. A notice is deemed to have been received, if delivered personally, at the time of delivery, in the case of pre-paid first class post or recorded delivery, 48 hours from the date of posting and, if deemed receipt under this clause 12 is not within normal business hours (meaning 8.30 am to 4.30 pm Monday to Friday on a day that is a Business Day), at 8.30 am on the first business day following delivery.

12.10 Scots law shall be the applicable law of the Award Agreement and the Scottish courts shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Award Agreement or its subject matter.

Part 2

Budget Breakdown

[INSERT NAME OF PRINCIPAL INVESTIGATOR]

Worldwide Cancer Research Grant Ref: 16-1000

[INSERT NAME OF INSTITUTION]

		Grant Year 1	Grant Year 2	Grant Year 3	Total
		01/01/19-31/12/19	01/01/20-31/12/20	01/01/21-31/12/21	
STAFF COSTS	Requested				
	Awarded				
CONSUMABLES	Requested				
	Awarded				
ANIMALS	Requested				
	Awarded				
EQUIPMENT	Requested				
	Awarded				
TRAVEL	Requested				
	Awarded				
OTHER	Requested				
	Awarded				
TOTALS		£	£	£	£

Notes: These budget figures will not increase on an annual basis.

Appendix 2: Worldwide Cancer Research funding policies

For further information or guidance about any Worldwide Cancer Research funding policy please contact the Research Funding team, grants@worldwidecancerresearch.org

Ai: Policy on Tobacco Industry Funding

1. Worldwide Cancer Research is a UK-based charity which aims to support research into the causes, mechanisms, diagnosis, treatment and prevention of cancer by funding research projects in recognised non-profit research institutes around the world.
2. Our ultimate objective is to work towards the prevention or effective treatment of all cancers. As a direct consequence of this objective, we are completely opposed to the use of tobacco, which remains the world's greatest preventable cause of cancer, as well as many other serious diseases.
3. Whilst Worldwide Cancer Research supports academic freedom, we consider working with, supporting, or accepting support from the tobacco industry to be incompatible with the objective of improving the prevention or treatment of cancer. Accordingly, we will not support any researchers who work with or accept funding from the tobacco industry.
4. To implement this policy, we will not accept applications from anyone (either as Principal Investigator or co-applicant) who is currently applying for, or has received, funding from the tobacco industry, or bodies substantially funded by the tobacco industry, within the last 10 years.
5. In addition we apply the following principles to ensure that this policy is implemented effectively;
 - a) This policy also applies to anyone who has served as an employee, consultant or advisor of the tobacco industry within the last 10 years.
 - b) Our definition of 'a body substantially funded by the tobacco industry' shall be as determined by the Worldwide Cancer Research Trustees. It includes the Council for Tobacco Research, Centre for Indoor Air Research, Institute for Science and Health.
 - c) Our definition of tobacco industry funding does not include:

- i) funding that the tobacco industry has been obliged to give to support research as part of any legal settlement or other punitive measure,
 - ii) legacies from tobacco industry investments, as long as those investments are sold before the funds are awarded,
 - iii) funds from foundations or trusts which, for historical reasons, bear a tobacco industry name but are no longer associated with the industry in any other way.
- d) If a Worldwide Cancer Research Grantholder accepts funding from the tobacco industry, or bodies substantially funded by the tobacco industry, Worldwide Cancer Research have the right to terminate their Worldwide Cancer Research funding immediately.

Aii: Policy on Funding Animal Research

Worldwide Cancer Research recognises that animal research is still essential if further progress is to be made in cancer medicine. As a member of the UK's Association of Medical Research Charities, Worldwide Cancer Research fully supports their position statement on the use of animals in research.

1. As a UK-based charity and AMRC member, Worldwide Cancer Research is guided primarily by UK legislation and practice in this area. Therefore:
 - a) Throughout this policy the term 'animal research' refers to research that uses species protected under UK law. Broadly this means any live vertebrate.
 - b) Worldwide Cancer Research will consider research on mammals with special protection under UK law (cats, horses, dogs and non-human primates), subject to the clauses below. Such proposals will undergo an additional layer of external peer review by the UK's National Centre for the 3Rs (<https://www.nc3rs.org.uk/>) for an expert assessment of animal welfare.
 - c) Worldwide Cancer Research will not fund research that clearly would not be licensed in the UK, for example research involving great apes, endangered species or very severe experimental procedures.
2. Worldwide Cancer Research will only fund animal research in those countries or at those institutes where the Trustees are confident that acceptable standards of laboratory animal welfare are applied. When considering what constitutes an acceptable standard, Worldwide Cancer Research puts great emphasis on the principle of the Three R's (Reduction, Refinement and Replacement).
3. The Trustees use several benchmarks to decide which countries or institutions meet the criteria of an acceptable standard of laboratory animal welfare. These are:
 - a) National legislative controls meeting the requirements of European Directive 2010/63/EU (or any directives that supersede it).
 - b) Local committee-based regulatory systems offering a level of control equivalent to that exercised in the USA and Canada.
 - c) Any formal regulatory system, whether local, national or a combination of the two, which results in a level of laboratory animal welfare at least equivalent to that produced by a) or b) above.

4. Based on the benchmarks above, the following countries are deemed to have acceptable national standards of laboratory animal welfare:

All EU Member States

Switzerland

Australia

New Zealand

Canada

Norway

USA

Israel

Singapore

Subject to clause 2.2 c, grant applications involving animal research will be accepted from these countries.

5. Worldwide Cancer Research recognises that individual institutions may enforce their own animal welfare regulations in the absence of more widespread national controls. The charity is willing to consider documentary evidence that might show a research institution based outside the countries listed above upholds an acceptable standard of laboratory animal welfare. If so, special permission will be granted to the institution to apply for animal research funding. Please note this permission must be obtained before any grant applications are submitted or the application(s) will be rejected.

Worldwide Cancer Research reserves the right to amend this policy at any time. Questions about this policy should be addressed to the Research Funding team, grants@worldwidecancerresearch.org.

Aiii: Policy on Funding Human Stem Cell Research

The following policy covers only the use of human cells and tissue.

1. The following will be supported, assuming the research is scientifically justified and conducted under appropriate ethical and regulatory approvals.
 - a) The isolation and use of adult stem cells and tumour stem cells
 - b) Use of established embryonic stem cell lines
 - c) Production and use of induced pluripotent stem (iPS) cell lines.
2. It is the responsibility of the principal investigator and the research institution to ensure that the research complies with all relevant laws and regulations in their country.
3. Human ES cell research must be conducted under the guidelines laid down by the International Society of Stem Cell Research (ISSCR)^a.
 - a) Research must use a characterized ES cell line of fully traceable provenance that is confirmed to have been generated in accordance with the ethical and legal principles outlined in the ISSCR guidelines.
 - b) Unless otherwise required by the research, ES cell lines should be obtained directly from a recognized stem cell bank or bio-repository.
4. We can see no scientific justification for cancer research to support the following at the present time, therefore we will not fund:
 - a) Derivation of new ES cell lines from human embryos.
 - b) Any use or production of human embryos, including hybrid, chimeric, or admixed embryos.

^a *Guidelines for Stem Cell Research and Clinical Translation. International Society for Stem Cell Research, 2016.*

<http://www.isscr.org/docs/default-source/all-isscr-guidelines/guidelines-2016/isscr-guidelines-for-stem-cell-research-and-clinical-translation>

Aiv: Policy on Open Access Publishing

1. This policy applies to peer-reviewed articles describing original research that was fully or partially funded by Worldwide Cancer Research.
2. The publication of research findings in open access form is a mandatory part of our terms and conditions for grants awarded from October 2013. The grant PI will be held responsible for adherence to this policy; non-compliance may ultimately affect the likelihood of being awarded any future grants.
3. Either the 'gold' or the 'green' route to open access (OA) is acceptable, and embargos of up to 6 months for green OA are permitted. We do not wish to place narrow limits on where scientists can publish their work.
4. Worldwide Cancer Research will facilitate gold OA publishing by making funds available to support article processing costs (APCs). This will be in the form of a separate budget, with APCs provided on application, at Worldwide Cancer Research's discretion. Publication costs must not be charged to individual grants.
 - a) All Worldwide Cancer Research (or AICR) Grantholders, past and present, are eligible to apply for APCs when publishing work in gold OA form that was wholly or substantially supported by their Worldwide Cancer Research grant(s).
 - b) The maximum contribution we will make towards a single APC is £2000.
 - c) If we pay an APC, the paper must be published under a CC-BY Creative Commons, Attribution licence.
 - d) If we pay an APC, the paper must become OA immediately upon online publication and made available through PubMed Central (or linked PMC repository) by the publisher.
5. Worldwide Cancer Research has joined the Europe PMC funding group to facilitate green OA publishing. Grantholders who do not choose the gold OA route must now self-archive their manuscripts into Europe PMC. Some journals will automatically archive manuscripts into Europe PMC when Worldwide Cancer Research is declared as a funder of the work, but it is the PI's responsibility to ensure that this happens.
6. PIs who were awarded a Worldwide Cancer Research (AICR) grant before October 2013 are encouraged to adhere to this policy. They are equally eligible to apply for APCs and archive their manuscripts into Europe PMC.

Further information on open access publishing routes and how to comply with this policy is available on the research pages of the Worldwide Cancer Research website (www.worldwidecancerresearch.org).

Av: Conflict of Interest Policy for Peer Reviewers

1. It is a fundamental principle of charity law that trustees should not be in a position where their personal interests and their duty to the charity conflict. This applies to potential conflicts just as much as actual ones and should apply to any committee empowered to make decisions or recommendations on behalf of the trustees.
2. The UK's Association of Medical Research Charities (AMRC), of which Worldwide Cancer Research is a member, provides advice on how their members should carry out peer review of applications for funding. This includes the following principles:
 - a) Decisions should be impartial and members should not participate in discussions where they, or anyone in their department, could be a beneficiary.
 - b) Peer review should be accountable and the methods and procedures used by the charity to make decisions should be published.
3. Worldwide Cancer Research has adopted a policy that goes beyond these principles; we have been guided more by how the situation might appear to a third party. Our ruling principle is that if there is a circumstance that could cause another person to think the opinion of a peer reviewer on a grant application might be inappropriately influenced, that peer reviewer should declare an interest and withdraw from any review or discussion of that application.
4. Based on this principle, the following circumstances are considered sufficient for a peer reviewer to declare a conflict of interest and withdraw:

Application

- a) If the peer reviewer is named as a principal investigator, co-investigator or collaborator on the proposed project.

Relationship

- b) If the peer reviewer is a relative or close friend of the principal investigator, one of the co-investigators or collaborators or named research staff.

Collaboration, competition or publication

- c) If, during the last 5 years, the peer reviewer has collaborated or published with the principal investigator, one of the co-investigators or named research staff (but not the collaborators).
- d) If the peer reviewer currently holds, or is applying for, any grants or patents with the principal investigator, one of the co-investigators or named research staff (but not the collaborators).

- e) If, at any time, the principal investigator, one of the co-investigators or named research staff (but not the collaborators) has worked in the peer reviewer's laboratory, or vice versa.
- f) If, currently, the peer reviewer would be reasonably regarded as one of the main competitors of the principal investigator or one of the co-investigators (but not the collaborators).

Institution

- g) If the peer reviewer is currently employed by, or holds a position of influence at, the same institution as the principal investigator or one of the co-investigators (but not the collaborators) on an application.
 - h) If, during the last 5 years, the peer reviewer has worked at the same institution as the principal investigator, or one of the co-investigators or named research staff (but not the collaborators) on an application.
5. Many of these criteria should be applied with a measure of judgement, taking into consideration factors such as the number of authors of a paper, a person's role in the application, how long ago it was and whether they worked in parts of the institution where they were likely to come into contact with each other.
 6. The above list is not exclusive and there may be other circumstances in which the ruling principle would apply and peer reviewers should declare an interest. In addition, peer reviewers may choose to declare an interest if they feel that it would enable them to avoid being put in a difficult position by a third party.
 7. Worldwide Cancer Research will screen applications for any apparent conflicts of interest and block individual peer reviewers from accessing those applications where they are identified. However, not all of these conflicts of interest are obvious and peer reviewers must inform Worldwide Cancer Research immediately if they become aware of any conflicts.

Avi: Privacy Policy for our Research Funding

Last Updated: 24 May 2018

This policy explains how Worldwide Cancer Research collects, uses and stores your personal information, and the ways in which we protect your privacy.

1. Who we are

Worldwide Cancer Research is a UK charity funding research into any type of cancer, anywhere in the world. We believe the answers to cancer will not be found by one scientist, in one lab, in one country. Instead, we take a global approach to solving a local problem because cancer touches people in your city, your street, your family, but the answers could be found anywhere in the world. Cancer knows no boundaries - in outsmarting it, neither should we. We exist to fund that search for the answers to cancer, whatever it takes, wherever it takes us.

We are a registered charity, No SC022918, based at Worldwide Cancer Research, 1st floor, Canning Exchange, 10 Canning Street, Edinburgh EH3 8EG. If you have any questions about how we use data, or about anything in this policy, please contact us at the address above, call 0300 777 7910 or email at grants@worldwidecancerresearch.org

2. What we do

Worldwide Cancer Research provides funding for early stage or translational research into the causes, mechanisms, diagnosis, prevention or treatment of any type of cancer. We award funding to researchers based at research institutions worldwide. We believe this global perspective will enhance our understanding of cancer, help us find and develop more effective treatments and eventually realise our vision of a future where no life is cut short by cancer.

3. Our commitment to keep your data safe

At Worldwide Cancer Research we are committed to keeping your personal information safe. We collect and process data in order to carry out our charitable activity of funding cancer research. We want to reassure you that your privacy is respected and safe in our hands. Under Data Protection legislation, we have a legal duty to protect any personal information we collect from you. We use leading technologies to safeguard your data, and keep strict security standards to prevent any unauthorised access to it.

4. Why do we collect your data?

We know your personal information is important and we are committed to being transparent regarding how and why we use it. Your personal information will be used to help us deliver our charitable purposes - funding the best research into any type of cancer anywhere in the world.

Lawful Processing

We are legally obliged to have a lawful basis for collecting and using your personal data. This means that we will only collect and use your data if:

- You have given us consent or
- We have formed a contractual relationship or
- It is within Worldwide Cancer Research's legitimate interests to do so.

Consent

Where you have provided your consent for us to keep your personal data, we will use this basis to store and process those details. You have the right to withdraw consent at any time by getting in touch with us. See section 11 below.

Contractual Relationships

If you apply for a research grant, we will store and process all of the personal information received in that research grant application on a contractual basis, whether your application is successful or not (in accordance with our application handling procedures and our Terms & Conditions of Award (see our website for further details)). This is included in the terms and conditions of the award agreement.

We will use your personal data for legal, personnel, administrative and management purposes including grants payments.

Legitimate Interests

Sometimes it may not be practical to ask an individual for consent. In these situations, the law states that personal data may be legally collected if this is necessary for a legitimate business interest - as long as it is used fairly and without affecting your individual rights. We will never use your personal data unless we have ensured that it is fair and balanced to do so, it is within your expectations and it is not unduly intrusive. If you wish to change the way your personal data is used for research funding purposes, simply contact, grants@worldwidecancerresearch.org.

We believe the following summarises our main legitimate interests in relation to research funding:

- General administrative purposes, such as responding to enquiries and expense claim payments.
- Our external review processes, used to assess research grant applications and make funding decisions.
- Analysis and segmentation of our grant application and award information to help inform our strategy, and to monitor and improve our effectiveness.

- Tracking the outputs and impact of our research funding and using this information in marketing and fundraising activities.

5. How is personal information collected?

The majority of personal information is given to us directly by you. When you make an enquiry to Worldwide Cancer Research, register on our online grants system, apply for a research grant or otherwise provide us with your details, we will collect, store and may process your personal information.

Your personal information may also be given to us as part of a research grant application or in relation to a grant award by another person - for example if you are a co-applicant, or a member of staff named on a research grant application or award. Whenever we receive your personal data in this way, the person providing us with your details is required to inform you that your personal data has been given to us. If you have any concerns about your personal data being provided in this way, please contact the person providing your details, or contact us using the details at the end of this policy.

We may also obtain your personal details from third parties or from publicly available sources for the purposes of identifying suitable experts to review particular research grant applications or to join our Scientific Advisory Committee.

6. How is information collected online?

Our website

When you use our website we gather information on how you are using the site. We will use this information for analysis purposes - to ensure that we are providing you with the best information and to improve your experience. None of this information contains any of your personal data.

Our website also contains links to other sites. This privacy policy applies only to our site. Please ensure that you read the privacy policy of any site that you are transferred to that collects personal data. We will always make it clear and transparent when you are connecting to an external website.

7. How do we use cookies to collect information?

We only ever collect information from you that helps us ensure you get the most from your visit to our site.

A cookie is simply a text file. It is not a program and does not actively do anything on your device. As with the majority of websites, we use cookies for several reasons, the main one being: to monitor and measure what visitors do on our website. This allows us to know what areas of the site are popular, how often visitors come back, where they come from, whether they are using a PC or a mobile device and so on.

Knowing how our site is being used means we can enhance users' experience in the future. If you prefer not to let us use cookie data in this way, you have two options:

- You can adjust the settings on your internet browser to prevent cookies being downloaded. How this is done varies according to which browser you are using and we recommend you refer to the appropriate online help guides.
- You can also opt out of receiving specifically those cookies we use to track how people are using our site.

8. What types of data do we collect?

Worldwide Cancer Research collects several types of personal information. This may include your name, place of work, postal address, telephone numbers, email address, photograph, date of birth, nationality, educational history and employment history. If you contact us, we may keep a record of that correspondence.

If you provide any bank or credit card details, for example to claim expenses, we will record these financial details only for the purposes of processing the transaction or as required by law.

9. Who is your data shared with?

You can be assured we will never share your information with another organisation for its own marketing purposes. However, in some cases, we may need to pass your information on in order to fulfil the business purposes of the charity. In this case, you can be assured we only work with third parties who treat data as securely as we do, in line with this policy.

Third party agents and service providers

We may need to share your information with our third party agents and service providers who are contracted by Worldwide Cancer Research, in order to fulfil the business purposes of the charity, e.g. the software provider of our online grants system, our grants payment-processing partner or our specialist intellectual property advisors.

External reviewers

We will share your personal data, included as part of a research grant application, with our Scientific Advisory Committee and the selected external reviewers.

Host institutions

If your application is successful, we will share personal data contained in the application with the institution(s) at which you will carry out your research.

Fundraising and marketing purposes

If your application is successful, we will use some of your personal details for promotional materials online or in our fundraising campaigns. This forms part of our award agreement. We may use personal information such as your name and institution and promotional photographs or videos you supply to, or are taken by, Worldwide Cancer Research.

We may also contact you to request additional promotional material or to invite you to attend our events and conferences.

Other research organisations

We will also share details of research grant applications and awards, sometimes including associated personal data, with our funding partners and research organisations such as the Association of Medical Research Charities who monitor and regulate medical research. This forms part of our award agreement.

We may also share your personal information where we are compelled by law to do so.

International data transfers

As part of our research funding processes, we may transfer your personal information to countries outside the European Economic Area (EEA). This forms part of our award agreement. We will only transfer information outside of the EEA for the purposes of reviewing a research grant application, to seek additional funding from our international partners, for grant/expense claim payments and to the International Cancer Research Partnership, in order to enhance global collaboration and strategic coordination of cancer research.

By providing your details during the application process, you consent to this international transfer of your data.

10. How long do we keep your data for?

We will only store and process your personal data where we have a lawful basis to do so (see section 4). The table below summarises the data we hold, the retention periods involved and why we hold the data.

Personal data obtained during	Retention period	Lawful basis
General enquiries	Indefinite (unless required by law to delete)	For administration purposes e.g. being able to track your previous interactions with us means we can answer your enquiries more easily (legitimate interest)
Registration on our online grants system	Indefinite (unless required by law to delete)	For administration purposes e.g. being able to track your previous interactions with us means we can answer your enquiries more easily (legitimate interest)
Application for research grant funding		

<ul style="list-style-type: none"> - Personal information entered on grants system as part of an application but not submitted - Personal information as part of a submitted application <p>Unsuccessful applications</p> <p>Successful applications</p>	<p>One month after the grant round is closed</p> <p>Indefinite (unless required by law to delete)</p> <p>Indefinite (unless required by law to delete)</p>	<p>For administration purposes e.g. this information could be useful at a later stage in the grant round (legitimate interest)</p> <p>For administration purposes e.g. information from an unsuccessful application may be used if you resubmit the application. Or for general analysis of our application data which can help inform our strategy, and monitor and improve our effectiveness (contractual relationship then legitimate interest)</p> <p>To administer the award & monitor outputs and impact of our funded research. Or for general analysis of our application and award data which can help inform our strategy, and monitor and improve our effectiveness. For marketing and fundraising activities. (contractual relationship, then legitimate interest)</p>
<p>Selection of external reviewers</p>	<p>Indefinite (unless required by law to delete)</p>	<p>For external review purposes e.g. we hold data to help identify the most appropriate external reviewers for our applications, without external review we could not make funding decisions (legitimate interest)</p>
<p>Grant administration</p> <ul style="list-style-type: none"> - Personal information provided during the award period 	<p>Indefinite (unless required by law to delete)</p>	<p>To administer the award & monitor outputs and impact of our funded research e.g. new staff member details, personal data from progress reports For marketing and fundraising activities. (contractual relationship then legitimate interest)</p>
<p>Expense claim payments</p>	<p>Indefinite (unless required by law to delete)</p>	<p>For processing the transaction or as required by law (legitimate interest)</p>

11. Your rights

Under Data Protection legislation, you have certain rights regarding the information we hold on you as detailed below. Should any of your personal details change, or you have any questions on your rights, or you would like to make a request, please write to us at Worldwide Cancer Research, 1st floor, Canning Exchange, 10 Canning Street, Edinburgh EH3 8EG or contact us at grants@worldwidecancerresearch.org

Right to be Informed - You have the right to be told how your personal information will be used. This policy document details how we will use your data.

Right of Access - You can write to us asking what information we hold on you and to request a copy of that information. We will respond to you within 30 days, once we have ensured you have the right to see the requested records and we have confirmed your identity.

Right of Erasure - You have the right to ask for all of your personally identifiable data to be deleted. Should you choose to exercise this right, we would recommend that we add you to our suppression list of people who do not want to hear from us again.

Right of Rectification - If you believe our records are inaccurate, you have the right to ask for those records concerning you to be updated.

Right to Restrict Processing - In certain situations you have the right to ask for processing of your personal data to be restricted because there is some disagreement about its accuracy or legitimate usage.

Right to Object - You have the right to stop the processing of your personal data for direct marketing or profiling purposes, or for other legitimate interests of the charity.

Right to Withdraw Consent - If you have given us consent to process your data, you have the right to withdraw this consent at any time.

12. Updating our Privacy Policy for Research Funding

We will update our Privacy Policy in the future to make sure it reflects our current data practices or any regulatory updates. Please visit this page to keep informed about our current data practices. Our Privacy Policy was last updated on 15 March 2019.

13. Who to contact if you have a concern

If you have any questions or you are not happy about something, please get in touch so we can help resolve any issues. Please write to us at:

Worldwide Cancer Research
1st floor, Canning Exchange
10 Canning Street
Edinburgh
EH3 8EG
or contact us at grants@worldwidecancerresearch.org

If you have any further concerns about data protection, you can also contact the Information Commissioner's Office (ICO)