



**Pancreatic
Cancer
UK**

**Pancreatic Cancer UK
Future Leader Academy 2019/20
Terms and Conditions**

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1. Definitions and Interpretation

1.1 In these Terms and Conditions the following words, unless the context requires otherwise, have the meanings set out below:-

“Agreement”	These Terms and Conditions, the Application Form and the Award Letter
“Application Form”	The Application Form completed by the lead applicant and approved by the Host Institution relating to the Project as approved by the Charity
“Award/Grant”	The sum described in the Award Letter payable in accordance with this Agreement
“Award Letter”	The letter from the Charity to the Institution confirming the award of the Grant
“Background IPR”	Inventions, discoveries, patents, patent applications, data, information, know-how, copyright and database right in the same field as the project and owned or controlled by the Institution as of the date of this Agreement
“Charity”	The charity Pancreatic Cancer UK
“Equipment”	means any equipment purchased by the Charity in accordance with the terms of the Agreement
“Effective date”	Means the Award start date as described in the Award Letter
“Foreground IPR”	Inventions, discoveries, patents, patent applications, data, information, know-how, copyright and database right resulting from the performance or implementation of the Project
“Grant Period”	The period over which the Grant is payable to the Institution in accordance with this Agreement
“Host Institution”	The institution where the majority of the research is conducted and where the Principal Investigator is situated
“Patent Applications”	Any patent applications filed in respect of all or part of the Foreground IPR
“Principal Investigator”	The lead researcher responsible for the overall running of the project and the submission of annual and final reports, who is referred to as the Applicant in the Application Form

“Project”	The research work described in the Application Form and results generated
“Staff”	The researcher named on the Grant working towards a doctoral (PhD) qualification and supported by a stipend through this Grant. For the purposes of this agreement, the Staff member is not considered to be a member of Staff on the Project.
“Terms and Conditions”	These Terms and Conditions of Grant Aid, as varied by the special conditions of grant (if any) set out in the Award Letter

1.2 In these Terms and Conditions, unless the context requires otherwise:-

1.2.1 words importing the singular shall include the plural and vice versa;

1.2.2 references to any gender shall include all other genders; and

1.2.3 references to any statute or statutory provision include a reference to that statute or statutory provision as amended, consolidated or replaced from time to time (whether before or after the date of these Terms and Conditions) and include any order, regulation, instrument or other subordinate legislation made under the relevant statute or statutory provision.

2. These Terms and Conditions

2.1 These Terms and Conditions, signed by an authorised representative of the Institution in accordance with paragraph 18 below, together with the Application Form and the Award Letter constitute a legally binding agreement between the Charity and the Institution.

2.2 In the event of an inconsistency between the Terms and Conditions and the terms of the Application Form and the Award Letter, in the absence of an express written statement by the Charity to the contrary, these Terms and Conditions shall prevail.

3. General

3.1 The Grant must be used by the Institution only for the purposes of the Project.

3.2 Any significant departures from the Project must be notified immediately to the Charity so that it may determine whether to continue its support.

3.3 Where applicable, if the Project or the process of appointing research staff to the project does not start within **six months** of the date of the Award Letter, the Institution must send the Charity a report of the reasons for the delay, unless agreed in advance during contracting.

3.4 The awardee must start drawing on the first instalment of the Grant within **six months** of the start date otherwise it will automatically lapse unless the Charity confirms to the contrary in writing.

3.5 The Charity is entirely dependent on voluntary donations and the Grant will therefore be payable subject to the continued availability of funds.

3.6 The Host Institution shall be responsible for maintaining appropriate policies of insurance covering personal indemnity, public liability and employer's liability insurance.

3.7 If a Principal Investigator wishes to move to another institution within the UK, the Charity must be informed immediately. Normally this is acceptable as long as adequate facilities are available at the new centre and the move has the approval of the heads of departments and finance officers of the institutions concerned. The Charity will not pay any additional costs resulting from such a move.

3.8 The Host Institution in which the work is to be pursued must be within the UK.

4. Employment of Staff

4.1 The Charity does not act as an employer and therefore in all cases where the Grant includes support for the employment of Staff, the Institution shall be employers in accordance with all applicable laws in the country in which the Institution is situated. The Charity will not be responsible for claims under any statute or at common law in relation to, nor any liabilities arising from, the employment of Staff, nor will it indemnify the Institution against any claim for compensation or against any other claims for which the Institution may be liable as an employer.

4.2 Any new Staff recruited by the Institution as a result of the Grant must be recruited in accordance with the best practice procedures prevailing in the field in which the Institution operates.

4.3 The Charity's Trustees have a duty to ensure that all funded research is of the highest quality. To this end, the Charity must be notified immediately of any changes to senior Staff engaged in the Project..

4.4 The Institution must obtain from all Staff subsequently funded by the Grant, undertakings in favour of the Charity of an equivalent nature to those on the part of the Institution contained in the Application Form and in these Terms and Conditions.

4.5 The Institution shall in connection with all aspects of the Project, accept full responsibility for the management, monitoring and control and compliance with all applicable laws, regulations, codes of practice and guidelines governing the use of radioactive isotopes, animals (see also paragraph 6 below), pathogenic organisms, genetically manipulated organisms (GMOs), toxic and hazardous substances, and research on human subjects, human tissue and human embryos (see also paragraph 5 below).

4.6 The Institution shall ensure that all Staff receive training appropriate to their duties, in accordance with the regulations set down under The Control of Substances Hazardous to Health Regulations 1999 (COSHH), the Advisory Committee on Dangerous Pathogens (ACDP), the Advisory Committee on Genetic Modification (ACGM), the Health and Safety at Work Regulations and any other regulatory requirements as may apply from time to time. For Staff involved in the Project and employed by an Institution from outside the UK, the Institution shall ensure that such Staff receives training appropriate to the applicable safety legislation, regulations or guidelines from time to time in force.

4.7 The Institution shall be responsible for maintaining appropriate policies of insurance covering professional public liability and employers' liability insurance and it shall provide evidence of such cover to the Charity upon request.

4.8 The Institution shall ensure that, where appropriate, relevant Staff obtain:

4.8.1 appropriate cover with a professional medical defence insurance for any Project activities not covered by NHS indemnity arrangements or by any additional insurance provision made by the Institution; and

4.8.2 General Medical Council registration.

4.9 The Charity will not, save in exceptional circumstances, be willing to consider requests for additional Grant monies for salary purposes (including absence of Staff due to sickness or injury). Consequently, any increments or other salary increases not identified in the Application Form will be the responsibility of the Institution.

4.10 The Charity will not pay the cost of maternity leave for Staff funded by the Grant. As the employer, the Institution will be obliged to pay any statutory or contractual maternity payments from funds not comprising Grant monies. If a member of Staff is due to take maternity leave, the Institution should inform the Charity of the dates in advance so that the relevant part of the Grant can be suspended for the period of maternity leave until full-time employment is resumed. Should alternative arrangements be proposed, including temporary appointments or return to work on a part-time basis, the Charity's permission must be obtained in writing prior to the commencement of the relevant maternity leave.

4.11 The tenure of appointment of Staff must be confined strictly to the Grant period unless the Institution wishes to retain the Staff beyond this period for its own purpose and at its own expense.

4.12 If the Principal Investigator wishes to move to another institution any unpaid or unspent Grant monies will not be transferred with them unless the Charity gives the Institution prior written approval.

4.13 Where staff are not employees of the Host Institution, the institution undertakes to engage them on the terms of an appropriate written contract.

5. Ethics

5.1 The Charity expects that before work commences on the research, the Principal Investigator has ensured in collaboration with the Host Institution that all appropriate regulatory approvals are in place. These could include those relating to human participation, radiation, genetic manipulation, stem cells, animals, embryos, ethics, personal safety and health and safety.

5.2 No part of the Grant shall be paid to the Institution, and no part of the Project shall commence until the Institution has provided the Charity with satisfactory evidence that all necessary approvals have been obtained.

5.3 If the Project includes research on human participants, samples or data it will be the responsibility of the Institution to obtain the following approvals as appropriate:

5.3.1 approval from the Research Ethics Committee of the Institution;

5.3.2 NHS Research Ethics Committee approval;

5.3.3 Research and Development approval;

5.3.4 such other approvals as would ordinarily be required in the country in which the Project takes place.

5.4 If the Project includes research on human participants, the voluntary informed consent of every volunteer must be obtained in writing.

5.5 If the Project involves human tissue, the Charity expects that any procedure undertaken during the course of their projects that involve the removal/collection, retention and disposal of human organs and tissue from live donors or at post-mortem covered by The Human Tissue Act 2004 for England, Wales and N. Ireland and The Human Tissue (Scotland) Act 2006 and any subsequent relevant Acts, will be carried out in accordance with the guidance issued by the Health Department/local Human Tissue Authority, Department of Health and local Health Authority.

5.6 If the Project involves stem cells, the Principal Investigator must adhere to the current Code of Practice as issued by the UK Stem Cell Bank for use of human stem cell lines.

6. Research involving animals

6.1 The use of animals for research connected with the Project must be limited to that set out in the Application Form.

6.2 Where Projects involve the use of animals for research, the Principal Investigator must demonstrate support of the principles of the NC3Rs guidelines 'Responsibility in the use of animals in biomedical research: expectations of the major research council and charitable

funding bodies' (www.nc3rs.org.uk/responsibility), including keeping the number of animals used to the minimum required for statistical analyses.

6.3 Where the Project involves the use of animals the Institution shall ensure that:-

6.3.1 before Project commences all necessary licences have been obtained and copies have been sent to the Charity;

6.3.2 the Project is carried out in accordance with all applicable laws, codes of practice and guidelines, (including but not limited to the Charity's policy as set out in the Application Form); and

6.3.3 irrespective of paragraph 6.2.2 above, the Project shall be carried out to the highest possible standard.

7. Equipment

7.1 Equipment is to be used in the department in which the Principal Investigator currently works, and primarily and mainly for the Project. The Equipment may only be used for other research provided this in no way interferes with or delays the Project research. The Charity reserves the right to require a full or partial repayment of the Grant, should the Equipment cease to be used for research into pancreatic cancer.

7.2 The Charity will only reimburse the Institution for the purchase of Equipment as detailed in the Application Form, and no alternative or additional equipment may be purchased without the prior written approval of the Charity.

7.3 Any loss resulting from payments made for Equipment in advance of delivery will be entirely the responsibility of the Institution. The Institution is responsible for ensuring that all Equipment has adequate insurance cover and if any Equipment is damaged or destroyed during its useful lifetime the Institution will be required to repair or replace it.

7.4 Without prejudice to paragraph 7.5 below, should the Principal Investigator move to another institution during the Grant Period or within three years of the expiry of the Grant Period, the Charity reserves the right to require that the Equipment be transferred, at no cost to the Charity, after discussion, if necessary, with the institution concerned.

7.5 It is the responsibility of the Institution to maintain the Equipment during its actual useful lifetime. The Equipment shall not be disposed of during its useful lifetime without the Charity's prior written approval.

7.6 A prominent label shall be attached to all Equipment showing the Equipment was provided by the Charity. The Charity will supply the necessary labels.

7.7 In exceptional circumstances, further Terms and Conditions in relation to highly specialised items of Equipment may be detailed in the Award Letter.

7.8 Should any ancillary activity be carried out using the Equipment for commercial gain then the Charity's prior written approval must be obtained and such agreement may be conditional and dependent upon the Charity sharing in any financial benefit that results.

7.9 The Charity expects the Host Institution to provide personal equipment necessary to facilitate the general running of the project and dissemination of research outcomes.

8. Limitations of the Charity's Liability

The Charity accepts no responsibility, financial or otherwise, for the application of the Grant monies or for any liability arising from their expenditure or otherwise arising out of the Project. The control of expenditure to be funded by the Grant must be governed by the normal standards and procedures of the Institution and must be covered by the formal audit arrangements that exist within the Institution.

9. Financial Arrangements

9.1 The Charity must be informed if the start date differs from that specified in these Terms and Conditions. If the grant is not activated within six months of offer, the funding may be retracted. For any grant, which has been activated and then lapsed for longer than 12 months, the Charity may require the research proposal to be re-submitted as a new application.

9.2 The project must terminate within the time period specified in the award letter. Requests for extensions are on a no-cost basis to the Charity and must be received in writing. Extensions may be granted usually for a maximum of 12 months. There may be some flexibility but this will be judged on a case-by-case basis by the Charity.

9.4 The final claim will only be accepted if it is submitted within three months of the end of the grant period and a final report has been received and approved by the Charity.

9.5 The Charity reserves the right to request confirmation from the Host Institution, and/or the external auditors of the Host Institution, of amounts awarded and paid in respect of this Award.

9.6 Virements between salaries, consumables and equipment is generally not allowed but will be considered on a case-by-case basis. Permission in writing must be sought from the Charity.

9.7 The Charity will pay the grant in instalments, the first instalment will be payable at the start date of the Project provided that a signed copy of the Terms and Conditions has been received, with any relevant approvals, CVs of any funded Staff, and a lay overview with photograph of the team undertaking the project to be placed on the Charity's website.

9.8 Subsequent instalments will be payable six monthly after the start of the Project. Payments at 12 and 24 months will be made on receipt of a progress reports from the Principal Investigator. This should include details of expenditure (including named individual for salary claims), with enough detail to verify the costs incurred against the Award as detailed in the Application Form. Copies of the suppliers invoice must accompany claims for equipment.

9.9 The final instalment will be payable on receipt and approval of a report of completion of the Project by the Principal Investigator and a financial report and statement of expenditure from the Institution, both of which should be submitted within one month of the end of the Project. Approval shall be granted by the Charity's Scientific Advisory Board.

9.10 If at completion, the project runs under-budget, any excess monies awarded shall belong to the Charity.

9.11 The Charity reserves the right to ask for confirmation from the external auditors of the Institution of the following:-

9.11.1 that the annual accounts of the Institution have been approved by the auditors without qualification;

9.11.2 that the management letter from the auditors confirms that proper systems of control were in place and that there were no matters that did or could significantly affect the administration of the Grant; and

9.11.3 that the Grant has been used for the purposes for which it was awarded.

9.12 The Charity also reserves the right to ask auditors of its own choice to request confirmation from the external auditors of the Institution of amounts paid by the Charity in respect of the Grant. In addition, the Charity may, in the event of reasonable cause, decide to commission a separate audit of the Grant and/or the systems used by the Institution to administer the Grant, including the system of equipment procurement, and, in so doing, it may or may not seek to use the internal audit function of the Institution.

9.13 The Charity does not pay for university or research institution overheads or general administration costs. These could include general travel, advertising for posts, financial services, staff facilities, staff development, public relations, publication costs, general institutional libraries, routine secretarial work, personnel services, stationery or contribution to general departmental overheads.

10. Intellectual Property and Commercial Exploitation

10.1 The Charity is committed to advancing diagnosis and treatment of pancreatic cancer through its support for biomedical research. The Charity is under an obligation to ensure that the useful results of research that it funds (whether in whole or in part) are applied for the public good. In some circumstances, this obligation may be best achieved through the

protection of intellectual property and commercial exploitation. Any such intellectual property or commercial exploitation that is developed outside the United Kingdom must be made applicable to and for the public good in the United Kingdom. At the same time, the Charity recognises the pressures upon research institutions and therefore the following paragraphs of this section are intended to pay due regard to both of these potentially disparate requirements.

10.2 Title to all Background IPR shall remain with the Institution. Subject to paragraph below, title to the Foreground IPR shall belong to the Institution.

10.3 The Institution shall:-

10.3.1 develop and implement strategies and procedures for the identification, protection, management and exploitation of the Foreground IPR in the United Kingdom;

10.3.2 unless otherwise agreed bear all "Direct costs" incurred in connection with the preparation, filing, prosecution and maintenance of any Patent Applications files by the Institution. "Direct Costs" means all external expenses incurred and paid by the institution in connection with the filing, prosecution and maintenance of the Intellectual Property including, but not limited to, official filing fees, agent costs, and reasonable legal, litigation and other advisory and consultancy fees. Direct Costs shall not include the institution's internal costs relating to these activities, regardless of the legal constitution of the institution's TTO. Institution & TTO may not make deductions for salary or taxes in respect of the institution & TTO or for any amounts payable to the inventors or generators of the Arising Intellectual Property;

10.3.3 keep the Charity advised as to the progress of any Patent Applications, and provide the Charity with copies of all papers received and filed in connection with the Patent Applications;

10.3.4 not amend or abandon any Patent Application or registration made in its sole name without first consulting with the Charity;

10.3.5 notify the Charity promptly if any Foreground IPR that may be of medical or commercial value is created, and ensure that such Foreground IPR is protected and not published or otherwise publicly disclosed prior to protection (whilst at the same ensuring that potential delays in publication are minimised);

10.3.6 ensure that all Staff are employed or retained on terms that vest the Foreground IPR in the Institution;

10.3.7 seek The Charity's consent to exploit commercially the results of any research it has funded. Consent will not be unreasonably withheld, and the Charity will only refuse an institution's request where it considers that the proposed commercial exploitation would run counter to its interests and charitable objectives. If the Charity

does not provide a response to the institution’s written request within thirty days of receiving such request, the institution or its technology transfer subsidiary will automatically have the right to proceed with such commercial exploitation. The institution is not required to seek the Charity’s consent in assigning intellectual property to its technology transfer company. As a condition of granting such consent, the Charity will require the Institution to agree to the terms of exploitation of the Foreground IPR, including the sharing of the benefits (such as revenues and equity) in accordance with 10.4 below.

10.4 As a condition of granting consent, the Charity will require the institution to accept standard revenue and equity sharing terms of the charity:

10.4.1 “TTO administrative costs” are set at 5-10% after deducting direct costs. Where a higher percentage fee is sought by the institution, the onus will be on the institution to demonstrate why a higher fee is warranted (for example because relevant service cost has been absorbed by the TTO other than those already deducted as Direct Costs).

10.4.2 The Parties shall share all Net Revenue received from the exploitation of the Arising Intellectual Property, in the proportion of fifty percent (50%) to the Host Institution and fifty percent (50%) to the Charity.

Cumulative Net Income	TTO admin fee	Remaining split
£0 to £100,000	10%	50% charity: 50% host institution
Greater than £100,000	5%	50% charity: 50% host institution

The Host Institution is responsible for any distribution to the inventor(s) from its share of net income.

10.4.3 Any sharing of equity between the Host Institution or the Grant Holder or Pancreatic Cancer UK or others (which includes shares, loan stock, debenture stock and options and other interests in a company) which arises from exploitation of Pancreatic Cancer UK Funded IP must be agreed with Pancreatic Cancer UK.

10.4.4 Condition 10 shall continue to apply after termination of the Grant Contract.

10.5 In the event that the Intellectual Property to be exploited has arisen from research not wholly funded by Pancreatic Cancer UK, and/or not wholly undertaken by the Principal Investigator, a revenue share shall be agreed which reflects the relative contribution of all parties involved, in accordance with guidance established by the Association of Medical Research Charities.

10.6 Pancreatic Cancer UK reserves the right to seek redress and appropriate financial compensation in the event of noncompliance with this clause.

10.7 The Institution shall at the request of the Charity provide the Charity with:-

10.7.1 an annual report setting out details of the exploitation of Foreground IPR for the period covered by the report, including any sums received in respect of such exploitation;

10.7.2 copies of all agreements with commercial or other partners regarding exploitation of the Foreground IPR; and

10.7.3 the right to audit the Institution's relevant accounts.

10.8 The institution, grant holders and co-applicants should inform the Charity of any pre-existing arrangements of which they are aware, and which could lead to a breach of the Charity-funded standard conditions. The institution shall use all reasonable endeavours to ensure that no consultancies, third party restrictions or arrangements which might impact on a Pancreatic Cancer UK-funded grant are entered into in relation to any Charity-funded person or activity without prior agreement of the charity. Charity-funded investigators or individuals involved in a charity-funded project should not use materials or compounds (other than those obtained commercially), on terms which would place restrictions on the publication of the results. Institutions shall use all reasonable endeavours to ensure that 'reach through rights' have not been granted on any charity-funded IP in favour of commercial organisations providing materials or compounds to charity-funded individuals for research purposes. However, the Charity recognises that companies providing materials may often require exclusive rights to any intellectual property arising from use of that material, and that this requirement is often non-negotiable. Where intellectual property arises from research linked indirectly to the use of material provided under such agreement, the provider should be offered a time-limited opportunity to take out a revenue-generating licence.

10.9 If the Institution decides not to file any Patent Application or otherwise proceed with the protection of any Foreground IPR, the Institution will promptly notify the Charity and fully co-operate (and ensure that the Staff co-operate) with the Charity so that the Charity will have an unreserved and unrestricted right, but not a duty, to file any Patent Application itself at its own cost and in its own name, or otherwise seek protection of the Foreground IPR and the Institution will not be entitled to share in any resulting profit or benefit. Such co-operation shall include the taking of all steps and execution of all documents as may be required to entitle the Charity to file and/or prosecute Patent Applications.

10.10 The Institution shall not without the prior written consent of the Charity assign, transfer or in any other way part with any rights in connection with the Foreground IPR.

10.11 In order to support the Charity's obligation to ensure that the useful results of the Project research are published for the public good, the Institution is required to and hereby does permit the Charity (free of charge) the use of any copyright material created or acquired in connection with the Project except where, and only for so long as, such use involves publication of the material and any such proposed publication would be likely to:

10.11.1 prejudice the successful prosecution of any Patent Applications;

10.11.2 infringe the intellectual property rights of a third party or amount to an unauthorised disclosure of information which is subject to obligations of confidence owed to a third party.

10.12 Occasionally it will be necessary for the Charity to require that all copyright and rights of a similar nature arising from the Project and capable of being conferred under the laws of the United Kingdom and such other relevant countries should be assigned to and vested absolutely in the Charity. At the request of the Charity, the Institution shall execute or procure the execution of such deeds and documents and do such other acts and things as may be necessary to achieve such assignment and transfer. When this is the case, there will be a specific condition in the Award Letter.

11. Termination of the Grant

11.1 The Charity reserves the right, without notice to terminate the Grant should it so wish. In such a case, the Charity will, subject to the provisions of paragraph 9 above, reimburse the Institution for Project expenditure properly incurred up to the termination date, but it will not in any event be responsible for, nor indemnify the Institution against, any other costs or liabilities nor, without limitation, any of the matters referred to in paragraph 4.1 above.

11.2 Termination of the Grant will only normally occur if reports or reviews of the Project are deemed to be unsatisfactory by the Charity's Scientific Advisory Board and after discussion with the Institution, or in the event of a serious breach of these Terms and Conditions which is either not remedied within a reasonable time or is incapable of remedy.

11.3 The attention of the Principal Investigator and the Host Institution is drawn to the following matter. It is the Charity's opinion that its name or reputation would be brought into disrepute should researchers supported by Charity funds work in such proximity to others supported by tobacco industry funding that there is any possibility or likelihood that facilities, equipment or other resources would be shared. For these purposes tobacco industry funding includes funds from a company or group of companies engaged in the manufacture and/or marketing of tobacco or tobacco related products; funds in the name of a tobacco brand whether or not the brand name is used solely for tobacco products; and funds from a body set up by the tobacco industry or by one or more companies engaged in the manufacture and/or marketing of tobacco or tobacco related products.

12. Progress Reports

12.1 Principal Investigators are required to submit a brief report of progress six months after the start of the Project. The format of this report will be determined by the Charity.

12.2 Principal Investigators will also be required to submit annual reports and a final report on completion of the Project within one month of the end of Grant Period, which should refer to the clinical benefit/potential value of the Project in relation to the diagnosis or treatment of pancreatic cancer and its complications. The final report should be accompanied by a lay summary and a financial statement from the Institution showing a breakdown of expenditure of all Grant monies. Details of the required format for reports will be issued by the Charity.

12.3 The Charity reserves the right to use these reports in its publications. Researchers should clearly indicate sections that are to be treated as confidential (for example detailed results prior to peer-reviewed publications). Any sections in non-scientific language will always be considered appropriate for public knowledge. Reports should include lists of publications and planned publications based on the research.

12.4 The Charity acknowledges that at the time of the final report the findings may not have been published. The Charity will request, after completion of the grant, short annual updates of any publications, results or other impacts arising from research that were not available at completion.

12.5 The charity manages outcomes reporting through the 'ResearchFish' in regards to monitoring Project progress and outcomes. The Principal Investigator is expected to utilise this reporting method.

12.6 Principal Investigators should note that failure to submit a report or submission to Researchfish may cause the Charity to refuse to consider further grant requests, or to withhold payment of Grant monies pending receipt of a satisfactory report.

12.7 Any clinical research trials funded by the Charity must be uniquely identified and registered in a publicly accessible and electronically searchable register. This is in order to ensure that all funded clinical trials meet the appropriate standards, and there is a commitment to conduct the trial and report the findings in accordance with basic ethical principles. This includes preserving the accuracy of the results and making both positive and negative results publicly available.

13. Public Engagement

13.1 The Charity recognises that the money to fund research would not be available was it not for the activities and goodwill of its donors and volunteers. In acknowledgement of this contribution, the Charity requires its Principal Investigators, and collaborating teams, to make every effort to attend and speak at key events nationally and regionally, arrange laboratory visits and attend one-to-one meetings with specific Charity donors if requested. The Charity will endeavour to ensure that all such requests are kept to a reasonable and manageable level. The Charity will give the host institution, and collaborating institutions, reasonable notice of such visits, meetings and events.

13.2 It is a condition of this Award that, if requested to do so, the Principal Investigator contribute at least one lay article to the Charity publication and give at least one lay presentation on behalf of the Charity each year. The Charity may also ask for participation in photography and filming on behalf of its marketing team. Principal Investigators are reminded that the ability of the Charity to fund future research depends on the goodwill of current investigators in co-operating with fundraising and publicity.

13.3 Pancreatic Cancer UK has the right to offer naming opportunities to donors on all posts covered by the funding.

14. Supervision, monitoring and evaluation

The Charity's Trustees have a responsibility to ensure that work of the highest quality is produced. The Charity therefore requires that the Institution ensures that all funded work is at all times adequately supervised, monitored and evaluated. The results of the Project research must be subject to proper evaluation before they are published.

15. Publications and Publicity

15.1 The Charity's ability to award grants is dependent upon continued support from voluntary donations. In order to maintain the level of such donations the public needs to be kept informed of the successes of research. The Charity must, therefore, be kept informed at all times and as soon as is reasonably possible of the results of the Project.

15.2 The Charity should be consulted in advance of any articles or presentations based on Charity funded research in time to allow consideration of the implications and wider publicity potential. Principal Investigator must ensure that a copy of any proposed secondary articles (based wholly or partly on the research funded) is forwarded to the Charity when the article is submitted for publication or presentation at meetings/conferences.

15.3 Principal Investigators can publish a wide range of outputs (from standard research articles to data sets, from new insights to confirmatory or negative results) through [AMRC Open Research](#). The Charity expects that Principal Investigators will publish either via a traditional publication or through AMRC Open Research within twelve months of the end date of the Grant.

15.4 The Host Institution must ensure that the Principal Investigator takes all reasonable actions to ensure that the Charity's contribution to the funding of the Project is acknowledged in line with the standard publishing format of the relevant medium

15.5 The Host Institution should take every opportunity to appropriately acknowledge the support of the Charity. This includes but is not limited to:

15.5.1 formal acknowledgement of funding and support within all journal publications

15.5.2 provide a spokesperson available to communications and/or media coverage concerning the Project

15.5.3 display with pride 'Funded by Pancreatic Cancer UK' stickers prominently in the Principal Investigators laboratory or work area.

15.5.4 in any oral or written report or poster presentation of Results or otherwise relating to the Research, the author must acknowledge the Charity's support and, where possible, display the 'funded by Pancreatic Cancer UK' logo.

15.5.5 all references to Charity-funded work placed on websites, electronic bulletin boards and similar must state clearly that the work is funded by the Charity and, where practical, should include a link to the Charity's website, www.pancreaticcancer.org.uk.

15.5.6 Research Personnel acknowledge that their research has been supported wholly or in part by the Charity using the format, "This work was supported by Pancreatic Cancer UK [grant reference: XXXX]".

15.5.7 all Fellows and PhD students supported by the Charity should be branded appropriately.

15.6 Charity logos, as provided by the Charity, shall be used on all materials used in the dissemination of the Project.

15.7 The Host Institution must ensure that any written news statement associated wholly or partly with the Project is seen and agreed by the Charity prior to release.

15.8 Subject to paragraph 10 above, the Institution must ensure that all useful knowledge acquired from the Project is disseminated to the public and others able to utilise or benefit from it. Where the research is highly technical, restricted access through medical publications, universities, and other medical and educational establishments to persons who have a sufficient reason to study the material will be acceptable.

15.9 The Host Institution shall ensure that the Principal Investigator contacts the Charity before contacting the media on any aspect of the Project. The Charity reserves the right to require that the Host Institution makes clear in any published material, that the conclusions of the Project research are not the views of the Charity. The Charity must therefore be given sufficient notice of proposed publications in order to exercise this right.

15.10 The Host Institution shall ensure that the Principal Investigator forwards at least one copy of every research paper (based wholly or partly upon Project research funded by the Grant) and any other proposed publication of the results of the Project the Charity after it is accepted for but before publication. This information should be included in the 'ResearchFish' entry for the project. As part of the Charity's ongoing evaluation of its activities, this obligation shall continue after the end of the Grant Period.

16. Good Scientific Practice

The Charity expects the highest standards of integrity to be adhered to by the Host Institution and the Staff. The Host Institution must ensure that it has in place formal procedures for the investigation of allegations of scientific misconduct.

17. Variations to these Terms and Conditions

17.1 Grants awarded by the Charity are subject to the Terms and Conditions. However, the Charity reserves the right to make reasonable changes to the Terms and Conditions from time to time.

17.2 If for any reason during the Grant Period the amount of the Grant is varied, the Charity reserves the right to apply the Terms and Conditions of Research Grants current at the time of the amendment.

18. Acceptance of the Grant

Before the Grant may be activated, the Institution must accept, and agree to abide by, this Agreement, by signing and returning one copy to the Charity. These Terms and Conditions may only be signed by a senior staff member who has the authority to commit the Institution to the Agreement. Such an individual may be: The Principal, the Vice Chancellor or Dean, the Registrar, the Secretary, the Research Contracts Officer, the Bursar, the Finance Officer or the Chief Accountant of the Institution.

19. Data Protection

The Principal Investigator and the Host Institution undertake to abide at all times by the General Data Protection Regulation (GDPR) (EU) 2016/679 and all other relevant legislation and regulations in relation to the undertaking of research funded under this award.

20. Requests to referee future applications

Principal Investigators will be expected to respond positively and punctually to requests to referee Charity grant applications.

21. Contracts (Rights of Third Parties) Act 1999

This Agreement does not and is not intended to confer any benefit on any third party pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

22. Applicable law

This Agreement shall be governed by and construed in accordance with the law of England and the parties shall submit to the exclusive jurisdiction of the English courts.