Pancreatic CANCER UK

Project Grants 2026-2027

Terms and Conditions

Pancreatic CANCER UK

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1. Definitions and Interpretation

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

"Agreement"	means these Terms and Conditions, the Application Form and the Award Letter
"Application Form"	means the application form completed by the Principal Investigator and approved by the Host Institution for submission to the Charity for funding in relation to the Project, as approved by the Charity for funding
"Award" or "Grant"	means the sum described in the Award Letter payable in accordance with this Agreement
"Award Letter"	means the letter from the Charity to the Host Institution confirming the award of funding by the charity for the Project
"Background IPR"	means all intellectual property (excluding Foreground IPR) including 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 Host Institution as of the Effective Date
"Charity"	means Pancreatic Cancer UK
"Cumulative Net Revenue"	means total Net Revenue
"Direct Costs"	means all external expenses incurred and paid by or on behalf of the Organisation in connection with the filing, prosecution and maintenance of Patent Applications, 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 Host Institution's or its TTO's internal costs relating to these activities, regardless of the legal constitution of the Host Institution's TTO. Host Institution & TTO may not make deductions as Direct Costs for salary or taxes in respect of the Host Institution & TTO or for any amounts payable to the inventors or generators of the Foreground IPR covered by the Patent Applications.
"Equipment"	means any equipment purchased by the Host Institution in accordance with Section 7 of the Agreement
"Effective Date" or "Start Date"	means the Award start date as described in the Award Letter and Section 23 below
"Foreground IPR"	means all intellectual property including inventions, discoveries, patents, patent applications, data, information, know-how, copyright and database right resulting from the

	performance or implementation of the Project
"Grant Period"	means the period over which the Grant is payable to the Host Institution in accordance with Section 23 of this Agreement
"Gross Revenue"	means all consideration (including cash and tangible non-cash consideration) received by the Organisation from the commercial exploitation at any time of the Foreground IPR, including licence fees, option fees, up-front fees, royalties, minimum royalties or milestone payments, sub-licence initiation fees or any other monetary compensation received by the Organisation from the licensing or other disposition of the Foreground IPR in forms including but not limited to monies, shares or options.
"Host Institution"	means the institution where the majority of the Project research is conducted and where the Principal Investigator is situated and detailed in the Application Form and Section 23 below.
"Organisation"	means the Host Institution together with its TTO (if applicable).
"Net Revenue"	means Gross Revenue less Taxes and less Direct Costs.
"Patent Applications"	mean any patent applications filed in respect of all or part of the Foreground IPR
"Principal Investigator"	means 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 'Lead Applicant' in the Application Form and Section 23 below
"Project"	means the research work described in the Application Form, as may be amended from time-to-time in accordance with Section 3.2. The title of the Project is listed in Section 23 below
"Residual Net Revenue"	means Net Revenue less TTO Administrative Costs.
"Staff"	means the Principal Investigator and other persons engaged or otherwise utilised by the Host Institution for the purposes of the Project (whether employed or self-employed, part-time or full-time, as employee, researcher, consultant, student or in any other capacity)
"Taxes"	means any taxes, but not limited to, value added, sales, excise and withholding taxes (but excluding any income tax), imposed on the Organisation in connection with Gross Revenue and which the Organisation is unable to offset or

	recover
"Terms and Conditions"	means these Terms and Conditions as varied by the special conditions of grant (if any) set out in the Award Letter
"TTO"	means the technology transfer office of the Host Institution (or equivalent body, howsoever constituted, if legally separate from Host Institution)
"TTO Administrative Costs"	(i) ten percent (10%) in respect of Cumulative Net Revenue up to GBP one hundred thousand (£100,000); and (ii) five percent (5%) in respect of Cumulative Net Revenue equal or greater than GBP one hundred thousand and one (£100,001). Where a higher percentage fee is sought by the Host Institution, the onus will be on the Host 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).

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 Host Institution in accordance with Section 18 below, together with the Application Form and the Award Letter constitute a legally binding agreement between the Charity and the Host 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 Host Institution only for the purposes of the Project.

3.2 Any significant departures from the Project set out in the Application Form must be notified as soon as reasonably practicable to the Charity (together with sufficient details of the proposed changes to the Project) so that it may determine whether to continue the Award. If the Charity decides (at its sole discretion) to continue to provide funding under the Award to support the modified research work, such modifications shall be deemed to form part of the Project.

3.3 Where applicable, if the Project or the process of appointing research staff to the Project does not start within **three months** of the Start Date, the Host Institution must send the Charity

a report of the reasons for the delay, unless agreed in the Award Letter.

3.4 Unless otherwise agreed, the payment of the Grant will be made by the Charity to the Host Institution quarterly in arrears, upon the receipt of an invoice and an itemised breakdown of costs (total amount requested on the invoice accompanied by a statement detailing the individual costs with totals for consumables, salary, equipment, other etc…).

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 in respect of the Project and Staff.

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

3.8 The Host Institution must be established within the UK.

3.9 The Principal Investigator and any collaborators named on the project will be added to Pancreatic Cancer UK's mailing lists and contact database to receive updates and communications.

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 Host Institution shall be employer in accordance with all applicable laws in the country in which the Host 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 Host Institution against any claim for compensation or against any other claims for which the Host Institution may be liable as an employer.

4.2 Any new Staff recruited by the Host Institution as a result of the Grant must be recruited in accordance with the internal procedures of the Host Institution, provided such procedures are compatible with accepted practices then prevailing in the field in which the Host Institution operates.

4.3 The Host Institution acknowledges the Charity's trustees have a duty to ensure that all research funded by the Charity is of the highest quality. To this end, the Charity must be notified as soon as reasonably practicable of any changes to the Staff engaged in the Project from those detailed in the Application Form.

4.4 The Host Institution shall ensure all Staff conduct the Project in accordance with the plans shown in the Application Form (as may be modified in accordance with Section 3.2 above), plus any requirements set out in the Award Letter and the requirements set out in these Terms and Conditions.

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

4.6 The Host Institution shall ensure that all Staff receive training appropriate to their duties in accordance with applicable laws and regulations, including where applicable and without limitation 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 to the Project or to the Host Institution from time to time. For Staff involved in the Project and employed on Project work conducted outside the UK, the Host Institution shall ensure that such Staff receives training appropriate to their duties in accordance with applicable law, regulations or guidelines (including, without limitation, applicable health and safety regulations and guidelines) from time to time in force in that country.

4.7 The Host Institution shall provide evidence that it has obtained and is maintaining appropriate policies of insurance covering professional public liability and employers' liability insurance in respect of the Project and Staff to the Charity upon request.

4.8 The Host 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 Host 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 Host Institution.

4.10 The Charity will not pay the cost of maternity leave for Staff funded by the Grant. As the employer, the Host 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 Host Institution shall 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 employment is resumed. Should alternative arrangements be proposed to cover the maternity leave, including temporary appointments, the Charity's permission must be obtained in writing at least one month prior to the commencement of the arrangement.

4.11 The tenure of appointment of Staff must be confined strictly to the Grant Period unless the Host 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 Grant monies paid

to the Host Institution, but not spent by the Host Institution in accordance with this Agreement, before the transfer date will not be transferred to the new institution unless the Charity gives the Host Institution prior written approval.

4.13 Where Staff are not employees of the Host Institution, the Host Institution undertakes to engage them on the terms of an appropriate written contract that enables fulfilment of the Agreement.

5. Ethics

5.1 The Host Institution acknowledges that the Charity expects before work commences on the Project, the Principal Investigator has ensured (in collaboration with the Host Institution) that all necessary regulatory approvals are in place. These may include (but not be limited to) approvals 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 Host Institution, and no part of the Project shall commence until the Host Institution has provided the Charity with satisfactory evidence that all necessary regulatory approvals in respect of the Project have been obtained.

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

5.3.1 approval from the Research Ethics Committee of the Host Institution;

5.3.2 NHS Research Ethics Committee approval;

5.3.3 Research and Development approval;

5.3.4 such other approvals as are reasonably required in the country in which the Project work takes place.

5.4 If the Project includes research on human participants, the voluntary informed consent of every such participant (or if appropriate his/her guardian) must be obtained in writing.

5.5 If the Project involves removal/collection, use, retention and/or disposal of human tissue, the Host Institution acknowledges the Charity expects that any such procedures undertaken during the course of the Project covered by (as applicable) 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 (as applicable) the Department of Health and/or local Human Tissue Authority and/or local Health Authority.

5.6 If the Project involves the collection, storage and/or use of human stem cells, the Host Institution shall ensure the Principal Investigator and other Staff involved in such activities 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 (as may be amended from time to time in accordance with Section 3.2).

6.2 Where the Project involves the use of animals for research, the Host Institution shall ensure the Principal Investigator demonstrates such use is compatible with 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 Host Institution shall ensure that:-

6.3.1 before the 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 Section 6.3.2 above, the Project work involving animals 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 works and shall be used primarily for the Project. The Equipment may only be used for other research provided this in no way interferes with or delays the Project. 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 during the Grant Period.

7.2 The Charity will only reimburse the Host 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 Host Institution. The Host 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 Host Institution will be required to repair or replace it.

7.4 Without prejudice to Section 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 new institution concerned.

7.5 It is the responsibility of the Host 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 purchased with funding 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 during the Grant Period 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

8.1 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 Host Institution and must be covered by the formal audit arrangements that exist within the Host 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 three months of the proposed Start Date as detailed in Section 23 of these Terms and Conditions, the Charity's offer of funding in the Award Letter may be retracted. If the Grant has been activated and conduct of the Project subsequently lapses for a period longer than 6 months, the Charity may require that the Grant is terminated and that a proposal for the remainder of the Project be re-submitted as a new application.

9.2 The Project must terminate at the end of Grant Period unless extended in accordance with these Terms and Conditions. Requests for extensions are on a no-cost basis to the Charity and must be received in writing. Extensions may be granted for up to one third of the total Grant Period or up to a maximum of one year for projects longer than three years. Extensions beyond what is stated above will not be granted without major justification. Please refer to the Charity's No Cost Extension Policy for further details.

9.3 Unless the Project Period is extended in accordance with the Agreement, the final claim for funding under the Grant 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. The exception to this is for open access publication costs for which up to £5,000 can be claimed up to one year after the end of the Grant Period. These costs must be included in the original Grant budget or, in the case of underspend, have a relevant virement form to be moved from another budget section.

9.4 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.

9.5 Virements between salaries, consumables and equipment will be considered on a case-by-case basis. Permission in writing must be sought from the Charity.

9.6 The Charity will pay the Grant to the Host Institution quarterly in arrears, provided that a signed copy of the Terms and Conditions has been received together with copies of any relevant approvals and CVs of any funded Staff, plus a non-confidential scientific abstract and lay overview of the Project, and a photograph of the team undertaking the Project to be placed on the Charity's website.

9.7 Invoices should be accompanied by a detailed itemised breakdown of expenditure under each budget heading (including named individuals for salary claims) within that quarter. The Charity is entitled to withhold payment of an invoice until all questions in relation to the grant expenditure have been answered to the satisfaction of Pancreatic Cancer UK. A copy of the original suppliers' invoice must accompany claims for equipment. All invoices must be submitted to research@pancreaticcancer.org.uk within 30 days of the end of the claim period on the invoice.

9.8 The final payment on the Award will be made on the Charity's receipt and approval of a final report of completion of the Project by the Principal Investigator, in accordance with Section 12 and submitted within one month of the end of the Grant Period. The Charity will not be responsible for claims for outstanding payments submitted more than 3 months after the Grant end date.

9.9 If at completion, the Project runs under-budget, any excess Grant monies shall belong to the Charity. The Host Institution shall return to the Charity any funds which have been paid by the Charity in error, or which have been paid for any element of the Grant for which there is an underspend. The Charity accepts no responsibility for and will not meet the costs of any overspend on the allocated funding unless prior written authorisation has been given.

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

9.10.1 that the annual accounts of the Host Institution during the Grant Period have been approved by the auditors without qualification;

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

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

9.11 The Charity also reserves the right to ask auditors of its own choice to request confirmation from the external auditors of the Host 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 Host Institution's use of the Grant and/or the systems used by the Host 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 Host Institution.

9.12 The Host Institution acknowledges and agrees the Grant cannot be used to pay for university or research institution overheads or general administration costs. These could include (but not be limited to) costs for general travel, advertising for posts, financial services, staff facilities, staff development, public relations, publications, 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 Host Institution acknowledges 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. The Host Institution and Charity acknowledge that, in some circumstances, this obligation may be best achieved through the protection of intellectual property and commercial exploitation of Foreground IPR. The Host Institution and Charity further acknowledge that any such intellectual property protection or commercial exploitation activities undertaken outside of 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 to publish the results of its research without undue delay and therefore the following paragraphs of this Section 10 are intended to pay due regard to both of these potentially disparate requirements.

10.2 Title to all Background IPR shall remain with the Host Institution. Subject to Section 10.9 below, title to the Foreground IPR shall belong to the Host Institution.

10.3 The Host 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 and elsewhere in a manner that achieves public good;

10.3.2 unless otherwise agreed by the Charity in writing, bear all Direct Costs incurred in connection with the preparation, filing, prosecution and maintenance of any Patent Applications filed by or on behalf of the Host Institution;

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 other registration for the protection of Foreground IPR made in the Host Institution's (or its TTO's) 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 Host Institution;

10.3.7 seek the Charity's consent to exploit commercially any Foreground IPR. Consent will not be unreasonably withheld or delayed, and the Charity will only refuse the Host Institution's request where it considers (acting reasonably) that the proposed commercial exploitation would run counter to its charitable objectives and the public good. If the Host Institution does not receive a response from the Charity in response to the Host Institution's written request within forty-five days of making such request, the Host Institution or its TTO (as appropriate) will automatically have the right to proceed with such commercial exploitation. The Host Institution is not required to seek the Charity's consent in assigning intellectual property to its TTO, provided the TTO complies with the requirements of this Section 10. As a condition of granting such consent for commercial exploitation of Foreground IPR, the Charity will require the (as applicable) Host Institution

or TTO to agree to a separate agreement governing the exploitation of the Foreground IPR, including the sharing of the benefits (such as revenues and equity), which shall be compatible with the terms set out in Section 10.4 below.

10.4 As a condition of granting consent for the commercial exploitation of Foreground IPR, the Charity will require the (as applicable) Host Institution or TTO to accept the following standard revenue and equity sharing terms of the Charity:

10.4.1 Where development of the Foreground IPR was solely funded by the Charity (other than the costs specified in Section 9.12), The Parties shall share all Residual Net Revenue, in the proportion of fifty percent (50%) to the Organisation and fifty percent (50%) to the Charity.

10.4.2 Where development of the Foreground IPR was not solely funded by the Charity (excluding the costs specified in Section 9.12), the Host Institution shall calculate the proportion of the funding contributed by the Charity to the development of the Foreground IPR. To that end the Host Institution shall:

i) identify the contribution of the specific personnel to the development of the Foreground IPR;

ii) calculate the proportionate funding contributions of the Charity and other funders to each such individual (such funding contribution to exclude the funding used to cover the costs specified in Section 9.12);

iii) provide the Charity with reasonable evidence of such calculations; and

iv) share the proportion of the Residual Net Revenue attributable to the Charity's funding in the proportion of fifty percent (50%) to the Organisation and fifty percent (50%) to the Charity.

10.4.3 The Organisation is responsible for any distribution to the Staff from its share of Residual Net Revenue.

10.4.4 Any sharing of Residual Net Revenues constituting equity between the Organisation and the Charity and/or other funders of the research that resulted in the corresponding Foreground IPR (which includes shares, loan stock, debenture stock and options and other interests in a company) shall be in accordance with the calculations set out (as applicable) in Sections 10.4.1 or 10.4.2 above.

10.4.5 If the Host Institution is obliged to share Gross Revenue or Net Revenue or Residual Net Revenue with Staff before (as applicable) deduction of costs/taxes and/or calculation of the revenue share due to the Charity, proof of this obligation (e.g. Host Institution's general employment T&C and/or copy of Host Institution's "awards to inventors" policy) must be provided to the Charity before any such payment is made.

10.5 The provisions shown in this Section 10 shall continue to apply after termination of the Grant.

10.6 The Charity reserves the right to seek redress and appropriate financial compensation in the event of the Organisation's noncompliance with this Section 10.

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

10.7.1 an annual report setting out details of the commercial 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 commercial exploitation of the Foreground IPR; and

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

10.8 The Host Institution shall ensure the Principal Investigator and co-applicants listed on the Application Form, inform the Charity of any pre-existing arrangements of which they are aware, and which could lead to a breach of the Agreement. The Host Institution shall use reasonable endeavours to ensure that no consultancies, third party restrictions or arrangements which might impact on the fulfilment of the Agreement are entered into in relation to the Project or by any person or activity funded by the Grant without prior agreement of the Charity. The Host Institution acknowledges and agrees investigators or individuals involved in the Project should not use materials or compounds in the Project that are obtained on terms which would place restrictions on the publication of the results of the Project. Without limiting the generality of the foregoing sentence, the Host Institution shall use reasonable endeavours to ensure that 'reach through rights' have not been granted on any Foreground IPR in favour of commercial organisations providing materials or compounds for use in the Project or otherwise to Charity-funded individuals for research purposes. However, the Charity recognises that companies providing unique proprietary 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 Foreground IPR 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. For the avoidance of doubt, nothing in this Section 10.8 shall be interpreted as preventing the use of materials or compounds obtained from commercial reagent suppliers.

10.9 If the Host Institution decides not to file (or not to continue to prosecute) any Patent Application or otherwise not to proceed with the intellectual property protection of any Foreground IPR, the Host Institution will notify the Charity of such intention at least sixty (60) days prior to the date of (as applicable): (i) the corresponding Foreground IPR is proposed to be published or otherwise publicly disclosed; or (ii) any Patent Office action concerning the continuation of the Patent Application, and shall reasonably 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 (as applicable) file or prosecute any Patent Application itself at its own cost and in its own name, or otherwise seek protection of the Foreground IPR. Such co-operation shall include the taking of all steps and execution of all documents as may be reasonably required to entitle the Charity to file and/or prosecute such Patent Applications. For clarity, in the event the Charity decides (at its sole discretion) to file and/or prosecute any Patent Application itself at its own cost and in its own name, or otherwise seek protection of specific Foreground IPR: (i) the Charity shall be entitled (but not have a duty) to commercially exploit the same (either directly or via third parties) without requiring the consent of the Host Institution; and (ii) the revenue sharing provisions set out in Section 10.4 shall apply *mutandis mutatis* to the

revenues obtained by the Charity from such exploitation.

10.10 The Host 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 are published for the public good, the Host Institution is required to and hereby does permit, provided it is free to do so, the Charity (free of charge) the use of any data and information 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 filing/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.

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, and unless the Grant is terminated for material breach of this Agreement by the Host Institution (including by any Staff) or pursuant to Section 3.5, the Charity will, subject to the provisions of Section 9 above, reimburse the Host Institution for:

11.1.1 Project expenditure properly incurred and/or irrevocably committed to up to the termination date; and

11.1.2 salary costs for Staff set out in the Application Form (and actually employed to work on the Project) for the remainder of the Grant Period;

but the Charity will not in any event be responsible for, nor indemnify the Host Institution against, any other costs or liabilities nor, without limitation, any of the matters referred to in Section 4.1 above.

11.2 Termination of the Grant will only normally occur if: (i) reports or reviews of the Project are deemed to be unsatisfactory by the Charity's Scientific Advisory Board (acting reasonably) and after discussion with the Host Institution, or (ii) 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; or (iii) as outlined in Section 3.5, in the event the Charity has not been able to obtain sufficient funds to provide the Grant as envisaged in the Award Letter.

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 and/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. The Host Institution shall use reasonable efforts to ensure such a situation does not occur. 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 and Final Reports

12.1 The Host Institution shall ensure the Principal Investigator submits regular progress reports to the Charity as detailed in section 23 and a final report (following completion of the Project, within one month of the end of Grant Period and if the Grant is terminated earlier, within one month of such termination). Reports 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 Host Institution showing a breakdown of expenditure of all Grant monies. Details of the required format for reports will be issued by the Charity.

12.2 The Charity reserves the right to use these reports in its publications, subject always to these Terms and Conditions. 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.

12.3 The Charity acknowledges that at the time of the final report the findings may not have been published. The Charity will request, for a period of 5 years after submission of the final report, short annual updates of any publications, results or other impacts arising from research that were not available when the final report was submitted.

12.4 The Principal Investigator or designated alternate, will also be required to actively share planned work and award outcomes confidentially with other Pancreatic Cancer UK award holders. This will take the form of annual meetings and will be organised and facilitated by the charity.

12.5 The Charity manages outcomes reporting through the 'ResearchFish' platform in regard to monitoring Project progress and outcomes. The Host Institution shall ensure the Principal Investigator utilises this reporting method up until five years after the grant's end date.

12.6 The Host Institution acknowledges and agrees that the Principal Investigator's failure to submit a report, attend and present at the meetings set out in section 12.4 or otherwise make a submission to ResearchFish as required by the Agreement 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 The Host Institution shall ensure any clinical research trials funded by the Charity under the Grant 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 under the Grant would not be available without the activities and goodwill of its donors and volunteers. In acknowledgement

of this contribution, the Charity requires, and the Host Institution shall ensure, the Principal Investigator and Staff make reasonable efforts to attend and speak at key Charity events nationally and regionally, and to 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 advance written notice of such visits, meetings and events.

13.2 The Host Institution acknowledges and agrees the Charity has the right to offer naming opportunities to donors on all Staff posts covered by the Grant funding.

14. Supervision, monitoring and evaluation

14.1 The Host Institution acknowledges the Charity's trustees have a responsibility to ensure that work of the highest quality is produced through the funding it provides under the Grant. The Host Institution agrees to ensure that all such funded work is at all times supervised, monitored and evaluated in accordance with its internal procedures. The Host Institution shall also ensure all results of the Project are subject to proper evaluation before publication.

15. Publications and Publicity

15.1 The Host Institution acknowledges that the Charity's ability to award the full value of the Grant and future 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 funded by the Charity. The Host Institution must, therefore, keep the Charity informed at all times and as soon as is reasonably practicable of the results of the Project.

15.2 The Charity should be consulted in advance of any articles, presentations or media approaches based on Charity funded research in time to allow consideration of the implications and wider publicity potential, including the opportunity to comment. Principal Investigators must ensure that a copy of any proposed secondary articles or press releases (based wholly or partly on the research funded) are forwarded to the Charity before being submitted for publication or presentation at meetings/conferences or sent to media organisations. The Charity reserves the right to require that the Host Institution makes clear in any published material (including any media or news statement), that the conclusions of the Project are not the views of the Charity.

15.3 All original research supported in whole or in part by the Grant and accepted for publication in a peer-reviewed journal, or as a scholarly monograph or book chapter, must be made available from Europe PubMed Central as soon as possible and **no later than six months** from the date of final publication. Please refer to our Open Access policy for further details.

15.4 The Host Institution shall ensure the Principal Investigator is aware he/she can publish a wide range of outputs arising from the Project (from standard research articles to data sets, from new insights to confirmatory or negative results) through AMRC Open Research. The Host Institution acknowledges the Charity expects the Principal Investigator and other Staff will use reasonable endeavours to publish these outputs of the Project through AMRC Open Research within twelve months of the end date of the Grant. Please refer to our Open Access policy for more details.

15.5 The Host Institution must ensure that the Principal Investigator and other Staff take 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) in any publication or presentation reporting results of the Project.

15.6 The Host Institution will acknowledge the support of the Charity in any publication or presentation reporting results of the Project. This includes but is not limited to:

15.6.1 the Host Institution ensuring formal acknowledgement of the Charity's funding and support within all journal publications reporting results of the Project;

15.6.2 display with pride 'Funded by Pancreatic Cancer UK' stickers as provided by the Charity prominently in the Principal Investigators laboratory or work area

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

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

15.6.5 The Host Institution shall ensure the Principal Investigator and other Staff acknowledge that their research on the Project has been supported wholly or in part by the Charity using the format, "This work was supported by Pancreatic Cancer UK [grant reference: XXXX]". The grant reference for the award is detailed in section 23.

15.6.6 The Host Institution shall ensure that all Fellows and PhD students whose salary/stipend is supported by the Charity under the Grant are branded appropriately (e.g. "Pancreatic Cancer UK Fellow/PhD Student").

15.6.7 ensuring that Charity logos, as provided by the Charity, are used on all materials used in all other dissemination of the results of the Project.

15.7 Subject to Section 10 above, the Host 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 results of the Project are highly technical, providing 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.

15.8 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 to the Charity after it is accepted for, but before the date of, 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

16.1 The Charity expects the highest standards of integrity to be adhered to by the Host Institution, Principal Investigator and the other 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 these 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 current at the time of the amendment.

18. Acceptance of the Grant

18.1 Before the Grant may be activated, the Host Institution must accept, and agree to abide by, the Agreement, by signing and returning one copy of these Terms and Conditions to the Charity. These Terms and Conditions may only be signed by a senior staff member who has the authority to commit the Host 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 Host Institution.

19. Data Protection

19.1 The Host Institution undertakes to abide, and to ensure the Principal Investigator and other Staff 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 and other activities funded under the Award.

20. Requests to referee future applications

20.1 The Host Institution shall ensure the Principal Investigator responds punctually to requests to referee Charity grant applications.

21. Contracts (Rights of Third Parties) Act 1999

21.1 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

22.1 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.

23. Grant details

LEAD APPLICANT:					
HOST INSTITUTION:					
ADDRESS:					
EMAIL ADDRESS:					
PROJECT TITLE:					
GRANT REFERENCE:					
START DATE:					
DURATION:					
TOTAL GRANT AWARDED:					
BREAKDOWN OF GRANT AWARDED:	**Salaries**	**Running Costs**	**Equipment**	**Travel**	**Other Costs**
PROGRESS REPORTING:	**1 month**	**6 months**	**12 months**	**18 months**	
	Update on early progress, via virtual meeting	Informal virtual meeting to update on progress, milestones chart provided	Written annual progress report	Informal virtual meeting to update on progress, milestone chart provided	
	24 months	**30 months**	**36 months**	**Post completion**	
	Written annual progress report	Virtual meeting to update on progress, milestone chart provided	Written final progress report	We may get in touch with you to arrange a virtual meeting after your award completion	

HOST INSTITUTION

REPRESENTATIVE NAME:

JOB TITLE:

SIGNATURE: DATE:

PANCREATIC CANCER UK

REPRESENTATIVE NAME:

JOB TITLE:

SIGNATURE: DATE: