



## **RESEARCH AWARDS**

Award Conditions

### **2021 Funding Round**

**'Taking action today to save lives in Yorkshire'**

Prepared by: Company Secretary

Owned by: Company Secretary

Date: Aug 2020

Policy review date: Aug 2021

## AWARD CONDITIONS

These Award Conditions, together with the Award Letter and the Policies for Awards, represent the Award Terms and record the terms on which the Award is made by the Charity to the Organisation.

Our Policies for Awards are available on the Charity's website <https://yorkshirecancerresearch.org.uk/funding/cancer-research/award-terms> and, in accordance with Condition 9, the Policies for Awards may be amended from time to time. Any change to the Award Conditions or the Policies for Awards will be published on the Charity website. The Charity will endeavour to inform the Organisation if and when changes are made but the Organisation is expected to keep the Policies under review in any event.

The Charity has also published an Ethics Statement and the terms of that Statement apply in full to Award Holders and Organisations. The Statement, which Award Holders and Organisations must read, and which forms part of the terms on which Awards are made by the Charity, is available at <https://yorkshirecancerresearch.org.uk/ethics-statement>.

Definitions can be found in Condition 11.

It is a condition of the Award that:

- a) The Organisation complies with the Award Terms; and
- b) The Organisation must ensure that the Award Holders and others supported by the Award are made aware of and comply with these Award Conditions, the Award Letter and the Policies for Awards.

### 1. Employment

- 1.1. The Charity does not act as an employer with respect to the Award, and therefore in all cases where funding is provided to support the employment of staff, the Organisation retains full liability for relevant employees and undertakes to issue a contract of employment to such staff that is in compliance with relevant laws and regulations.
- 1.2. The Charity does not accept any responsibility for the employment of people including recruitment costs, benefits (including sick pay, maternity or paternity pay), or termination costs.

### 2. Research practice and governance

- 2.1. The Organisation should endorse the commitments of the Concordat to Support Research Integrity: <https://www.universitiesuk.ac.uk/policy-and-analysis/reports/Pages/the-concordat-for-research-integrity.aspx> and must have in place formal written procedures for the handling of allegations of research misconduct, such procedures to meet at least the

minimum criteria set out in the Wellcome Trust's statement on the handling of allegations of research misconduct: <http://www.wellcome.ac.uk/About-us/Policy/Policy-and-position-statements/WTD002756.htm>.

- 2.2. The Organisation must ensure that, before the research funded by the Award commences and during the full Award Period, all the necessary legal and regulatory requirements in order to conduct the research are met, and all the necessary licences and approvals have been obtained. Where any element of the research funded by the Award is to be conducted outside the Organisation's host country, such legal and regulatory requirements, and such licences and approvals should include those applicable in the additional countries involved.
- 2.3. The Organisation must ensure that it has in place formal written procedures for managing the process for obtaining any necessary or appropriate ethical approval for the research funded by the Award, and must accept full responsibility for ensuring that any such ethical approval is in place at all relevant times during the Award Period. The Charity requires all work involving human subjects to conform to the procedures of the host Organisation and where a clinical trial is undertaken, to be conducted in accordance with the policies of the Medical Research Council: <http://www.mrc.ac.uk/research/research-policy-ethics/clinical-research-governance/clinical-trials-regulations/>.
- 2.4. The Charity expects all clinical trial work funded by the Charity to participate in the All Trials initiative ([www.alltrials.net](http://www.alltrials.net)) in accordance with the position recommended by the AMRC.
- 2.5. The Organisation must ensure that research involving the use of animals complies at all times with the relevant laws and regulations in the host country. Any element of research funded by the Award that is conducted outside the United Kingdom must, as a minimum standard, be conducted in accordance with the principles of the Animals (Scientific Procedures) Act 1986: <http://www.homeoffice.gov.uk/science-research/animal-research/>. Additional provisions relating to the use of animals are contained in the Policies for Awards document.
- 2.6. The Organisation must ensure that the Award performed by or on behalf of the Organisation complies with all directly applicable data protection legislation.
- 2.7. The Organisation should refer to the Policies for Awards document for additional obligations relating to data protection. Compliance with the data protection Policy is mandatory and the Policy forms part of the Award Terms.
- 2.8. The Charity expects all people involved its Awards to adhere to the highest behavioural standards and to treat each other with dignity and respect. The Organisation must have a bullying and harassment policy and process in place. The Organisation must inform the Charity of any allegations of bullying or harassment made against the Award Holder(s) or any other employees of the Organisation who is involved in any material way with the Award and the outcome of any enquiry relating to such allegations.

- 2.9. The Organisation and the Charity will each provide reasonable assistance to the other on request where necessary to fulfil obligations under directly applicable data protection legislation.

### **3. Financial control**

- 3.1. The Organisation must ensure that the control of expenditure to be funded under the Award must meet the Charity's administrative and financial requirements as set out in the Award Letter and all Awards must be subject to the formal audit arrangements that exist in the Organisation.
- 3.2. The Charity has the right to request from the Organisation, at any time, any financial information in respect of the Award or the activities it funds, and/or to ask for confirmation from the external auditors of the Organisation.
- a) that the external auditors have signed their opinion on the annual accounts of the Organisation without qualification and;
  - b) that the management letter from the auditors raises no matters that did or could significantly affect the administration of Awards granted by the Charity. If the auditors have raised any such matters in their management letter, the Charity may require the Organisation to provide it with relevant extracts from the letter.
- 3.3. The Organisation must provide access to accounting and other records relating to the Award and the activities funded by the Award for auditors and other personnel from or appointed by the Charity at any time, if requested by the Charity. Such access must include the right to inspect any equipment or facilities acquired or funded under the Award. Where elements of expenditure under the Award have been subcontracted, the Organisation should ensure that the right of access extends to the accounts, records, equipment and facilities of any such subcontractor relevant to the management of the Award.
- 3.4. The Charity has the right, at its discretion and expense (and directly or via third parties engaged by it), to audit the Award income and expenditure in relation to the activities funded by the Award, and/or the systems used by the Organisation to administer Charity Awards at any time.
- 3.5. The Organisation should maintain a separate accounting cost code specific to the Award, and all costs and income properly relating to the Award should be accounted for through that cost code. The Organisation should ensure that appropriate records are kept to support the entries made on the cost code.

### **4. Administration**

- 4.1. Payments will not be made on the Award until the Organisation has formally accepted the Award and the Conditions under which the Award is granted, and has activated the Award. The Award Letter contains further details about how this is done.
- 4.2. The Organisation must ensure that the Award is used for the purposes for which it is awarded and the Charity may verify this at any time.

- 4.3. The Organisation must ensure that adequate and appropriate resources are provided to support the activities described in the Award Letter.
- 4.4. The Organisation must activate the Award within 4 months of the proposed start date referred to in the Award Letter. If a delay of more than 4 months is likely to occur, Award Holders will need to contact the Charity immediately with details about the delay to seek the Charity's permission to activate the Award late. Failure to seek permission will result in the Award being cancelled.
- 4.5. The Organisation will invoice the Charity quarterly in arrears during the Award Period in respect of the amounts detailed in the Award Letter. Quarterly invoices must state the start and end dates of the period covered by the invoice. Invoices issued more than 3 months after the end date of the period covered will not be paid unless there is specific written confirmation from the Charity. Where payment arrangements apply other than as provided for in this condition 4.5, these will be detailed in the Award Letter or in separate written correspondence from the Charity to the Organisation.
- 4.6. The Organisation must hold a bank account in the currency specified in the Award Letter and must notify the Charity of any changes to its bank account details.
- 4.7. The Charity has the right to seek reimbursement in the event of an overpayment in relation to any Award made to the Organisation. This may include setting off such overpayment against payments due on other Awards to the Organisation.
- 4.8. The Charity also has the right to suspend payments to the Organisation where the Charity has reasonable grounds for concern regarding any aspect of:
  - 4.8.1. the management of the Award including compliance with the Award Terms; or
  - 4.8.2. the conduct of the Award; or
  - 4.8.3. the processing of personal data obtained during the Award.

In each case whether as a result of information contained in any report to the Charity, or as a result of the non-delivery of any report required under these Conditions or otherwise.
- 4.9. In the event that the Organisation completes the activities funded by the Award without spending the full amount of the Award, the remaining amount will not be invoiced to the Charity and the Charity will not be obliged to make any further payments to the Organisation in respect of the Award.
- 4.10. The Charity does not make Awards to cover expenditure already incurred by any applicant, Award Holder or their Organisation and if any such claim is made under any Award this will result in a deduction of that element of the Award and may result in the Award being terminated.
- 4.11. If any amount of the Award is not used in accordance with the Terms and Conditions under which the Award is made, the Organisation agrees to repay such amount promptly to the Charity and in addition this may result in the suspension or repayment of the whole Award.

## 5. Ownership and Use of Equipment

- 5.1. Equipment purchased or hired from funds awarded by the Charity is entirely for use on the research project for which the Award was granted. Any other use must be approved by the Charity.
- 5.2. The Organisation must ensure that it has in place clearly defined procedures for the procurement of equipment and that equipment funded by the Award is acquired by the Organisation in accordance with these procedures. The procurement of equipment and services must comply with all relevant national and EU legislation and the Organisation's own financial policy. Accepted procurement best practice in the relevant sector must be observed. For all equipment costing more than £20,000, professionally qualified procurement staff must be consulted at the beginning of the procurement process and must approve the order before it is placed with a supplier.
- 5.3. The Charity must be informed if, during the life of the Award, the need for the equipment diminishes substantially, the equipment is significantly underutilised or it is not used for the purpose for which it was funded. The Organisation must then make a proposal to the Charity in respect of the future use of the equipment.
- 5.4. The Charity may withhold its consent to the proposed use of the equipment and may, as part of the approval process, require the Organisation to account to it for an appropriate share of the proceeds of any sale or of the revenue generated by the agreed alternative use.
- 5.5. The Organisation must obtain written permission from the Charity to use the equipment for any purpose outside the scope of the Award (including mortgaging, charging, hiring, lending or disposing of it or using it for any purpose which does, or attempts to, generate revenue).
- 5.6. Any proposal to transfer ownership of the equipment during the period of the Award is subject to prior approval by the Charity.
- 5.7. Where there is spare capacity in the use of the equipment, the Charity expects this to be made available to other research users. Priority should be given to research supported by the Charity. Any other use made of the equipment requires the prior written approval of the Charity. Such use must be charged at commercial rates and the Organisation must enter into a revenue sharing agreement with the Charity in advance of such arrangement.
- 5.8. Prior to the end of the Award, the Charity will require the Organisation to submit for its approval a proposal for the future of the equipment after the Award has ended. The Charity's strong preference is for equipment to be made available to other researchers funded by the Charity at the Organisation, or to be made available to other researchers funded by the Charity at other Organisations or to continue to be used by the Award Holder to further the research conducted during the Award Period, even if this research is funded by a party other than the Charity. The Organisation may only proceed with such proposal with the prior written approval of the Charity.
- 5.9. The Organisation must ensure that equipment funded by the Award is appropriately insured and maintained throughout its useful life. If any equipment is lost, damaged or destroyed

during the period of the Award, the Organisation will be required to repair or replace it at its own cost.

- 5.10. Equipment funded by the Award must bear a notice identifying it as having been acquired with funds provided by the Charity. The Charity will provide the form of notice.

## 6. Publication, publicity, reporting and branding

- 6.1. All articles resulting from Yorkshire Cancer Research funded work must be sent by email to [press@ycr.org.uk](mailto:press@ycr.org.uk) prior to journal submission so that the work may be considered for PR coverage. The manuscript should be accompanied by a Research Publicity Form which is downloadable from our website. The Communications Team will be in touch directly if they decide to cover the work.

### **Non-compliance with this condition may influence future funding decisions.**

Award Holders should refer to the section of the Policies for Awards document entitled “Research publishing and open access policy” for the Charity’s further requirements in connection with publication of Charity-funded work.

- 6.2. The publication or release of findings or data from research funded by the Charity may be reasonably delayed by the Charity to enable protection of any Charity-funded intellectual property. The identification, protection, management and exploitation of intellectual property is subject to Condition 7, “Intellectual property and commercial activities”.
- 6.3. The Charity expects that findings from research funded by the Charity will be published in an appropriate form. The Wellcome Trust’s Guidance for Research Publication Acknowledgement Practice (<http://www.wellcome.ac.uk/Managing-a-grant/End-of-a-grant/WTD037950.htm>) should be followed and the Charity should be acknowledged using the phrase “This work was funded by Yorkshire Cancer Research (Award reference number XXXX)”.
- 6.4. All research papers that have been accepted for publication in a peer-reviewed journal, and are supported in whole or in part by the Award should be made open access within 6 months of publication, in line with the Wellcome Trust’s Open Access policy: <http://www.wellcome.ac.uk/About-us/Policy/Spotlight-issues/Open-access/index.htm>.
- 6.5. All reporting of trial results should follow the Consolidated Standards of Reporting Trials (CONSORT): <https://www.bmj.com/content/340/bmj.c332>.
- 6.6. The Organisation and the principal Award Holder must consult with the Charity’s Communications Team on any press statements that may be issued about the Award or the findings from the activities funded by the Award.
- 6.7. The principal Award Holder must submit reports during the Award Period on the progress of the activities funded by the Award as required by the Charity. This requirement may be fulfilled in certain cases by completion of the relevant sections of the Key Performance Indicator (KPI) document for the Award which accompanies the Award Letter.

- 6.8. Failure to provide any report by the given deadline will lead to the withholding of payment of the relevant Award to the Organisation.

All Awards will involve publicity and Charity recognition. Any marketing and public-facing communications associated with the Award will be branded according to Charity guidance, as outlined in the Policies for Awards, and must be approved by the Charity.

## **7. Intellectual property and commercial activities**

- 7.1. The Charity requires the Organisation to develop and implement strategies and procedures for the identification, protection, management and exploitation of Charity-funded intellectual property (IP), taking into account circumstances where the research involves collaboration with and/or the contribution(s) of third parties. The Charity also requires the Organisation to ensure that all persons in receipt of Charity funding or working on a Charity-funded activity (including employees, students, visiting fellows and subcontractors) are employed, engaged or retained on terms that vest all Charity-funded IP in the Organisation.
- 7.2. Should any Charity-funded IP arise from the Award, then the Charity requires the Organisation to consider whether the protection, management and exploitation of such Charity-funded IP is an appropriate means of achieving the public benefit. If the Organisation considers that this is an appropriate means, then the Organisation must seek the prior written consent of the Charity (not to be unreasonably withheld) before it makes any commercial use of, or grants to any third party any exploitation rights over, such Charity-funded IP. As a condition of granting consent, the Charity will require the Organisation to accept the standard revenue- and equity-sharing terms of the Charity that are in place at that time. A summary of the current terms is available in the Charity's Policies for Awards document.
- 7.3. If the Organisation does not protect, manage or exploit any Charity-funded IP arising out of the Award to the reasonable satisfaction of the Charity, then the Charity shall have the right, but not a duty, to protect, manage and exploit such Charity-funded IP. Such right shall only be exercised after the Charity has given the Organisation notice in writing that it is failing to protect, manage and exploit such Charity-funded IP to the Charity's satisfaction. However, the Charity may exercise such right sooner where it reasonably considers that the opportunity to protect, manage or exploit such Charity-funded IP for the public benefit could be lost if more immediate action is not taken. The Charity may also exercise such right where the Organisation has indicated in writing that it will not protect identified Charity-funded IP. The Organisation agrees to do, and will ensure that its employees, students and any third party acting on its behalf do, all acts required to assist the Charity in such protection and exploitation.
- 7.4. If the Organisation wishes to use any third party to carry out its obligations with respect to this Condition 7, then it must provide details of the proposed third party to the Charity and obtain the Charity's prior written approval to such third party carrying out exploitation activities with respect to Charity-funded IP. The Organisation must also ensure that any such approved third party is made aware of and agrees to be bound by this Condition 7.

## 8. Liability and indemnity

- 8.1. The Charity accepts no responsibility, financial or otherwise, for expenditure (or liabilities arising out of such expenditure) or liabilities arising out of the activities funded by the Award. The Charity will not indemnify the Organisation, any Award Holder or any other person working on the Award (including employees, students, visiting fellows and subcontractors) against any claims for compensation or against any other claims (whether under any statute or regulation or at common law) for which the Organisation may be liable as an employer or otherwise or for which any such person may be liable.
- 8.2. The Organisation shall indemnify the Charity in respect of any damage, loss, cost or expense (including any financial penalty imposed by a supervisory authority) suffered or incurred by the Charity as a direct result of the Organisation's actions or omissions relating to the data protection aspects of the Policies for Awards document up to an amount equal to the gross value of the Award made by the Charity.
- 8.3. The Organisation warrants to the Charity that any personal data provided to the Charity by or on behalf of the Organisation (whether by way of reporting progress of the Award or results or outputs from the Award or otherwise):
- 8.3.1. Has been adequately anonymised before being provided to the Charity; or
  - 8.3.2. Is provided to the Charity with a clear and specified legal basis for doing so.

In each case the Organisation will ensure that any such data that is provided to the Charity may be used by the Charity as it sees fit and without any restriction.

## 9. Variation and termination

- 9.1. The Charity reserves the right to amend the Award Terms at any time. The Charity will publish any change to the Award Terms on its website. With effect from the time of such publication, the revised Award Terms will apply to all Awards made by the Charity.
- 9.2. In the event of any conflict between the provisions of these Award Conditions as amended from time to time, and of the Award Letter, the provisions of these Award Conditions will take precedence.
- 9.3. The Organisation (or an Award Holder if appropriate) must inform the Charity without delay of any change to the status of the Organisation or the Award Holders which might affect their ability to comply with these Award Conditions.
- 9.4. The Award Holder must seek the approval of the Charity for any significant divergence from the original aims or activities funded by the Award.
- 9.5. The Charity reserves the right to terminate the Award on reasonable notice with immediate effect.

## 10. Governing law and jurisdiction

- 10.1. These Award Conditions and all the other Award Terms shall be governed by and construed in accordance with English law. The Organisation and the Award Holders irrevocably submit to the jurisdiction of the English courts to settle any disputes in connection with the Award Terms.
- 10.2. The Organisation and the Award Holders must ensure that the activities funded by the Award are at all times conducted in accordance with all applicable laws and regulations.

## 11. Definitions

AMRC	The Association of Medical Research Charities.
Award	The Award from the Charity to the Organisation, to be conducted by the Award Holder detailed in the Award Letter.
Award Holder and Award Holders	The principal applicant and any co-applicant, as specified in the Award Letter.
Award Letter	The letter from the Charity addressed to the principal Award Holder detailing various terms relating to the Award and including the Key Performance Indicators document included with the letter.
Award Period	The period of the Award, commencing on the start date, and continuing for the period confirmed in the Award Letter.
Award Terms	The Award Conditions, the Award Letter and the Policies for Awards.
Charity	Yorkshire Cancer Research whose registered office is at Jacob Smith House, 7 Grove Park Court, Harrogate, North Yorkshire HG1 4DP which is a company limited by guarantee registered in England under number 1919823 and which is a registered Charity under number 516898.
Department	That part of the Organisation in which the Award-funded activity is to take place.
Intellectual property (IP)	Includes all inventions, discoveries, materials, technologies, products, data and datasets, algorithms, software, patents, databases, copyright and know-how.
Organisation	The Organisation (including but not limited to any Hospital, NHS Foundation Trust, Clinical Commissioning Group, Local Authority, University, Institution, Research Council, company or other body) at which some or all of the research funded by the Award will be carried out or which employs the Award Holder or Award Holders.