



RESEARCH AWARDS

Policies for Awards

2021 Funding Round

'Taking action today to save lives in Yorkshire'

Prepared by: Company Secretary

Owned by: Company Secretary

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Introduction to the Policies for Awards document

The Policies adopted by the Charity form part of the contractual terms on which the Charity makes its Awards.

Any terms which are defined in the Charity's Award Conditions have the same meanings in these Policy pages.

The Charity expects to amend and add material to this document on a regular basis so applicants are encouraged to check the relevant sections each time they consider an application to the Charity. A PDF version of this document can be downloaded from the Charity's website.

The Policies cover the following matters:

- Financial matters.
- Research governance.
- Data protection.
- Employment status.
- Changes to Awards.
- Research publishing, reporting and open access policy.
- Branding and Marketing.
- Intellectual property.
- Key points for the Charity when giving consent to the exploitation of Charity-funded IP.
- Standard revenue and equity sharing terms.
- Agreements with third parties and collaborators.

Financial matters

There are a number of financial matters of which Award Holders need to be aware:

- For applications from Higher Education Institutions (HEIs), overheads, estates and indirect costs will not be considered for funding in any application in accordance with AMRC guidelines on full economic costing. Please review the guidelines here: <https://www.amrc.org.uk/amrc-position-statement-on-supporting-research-in-universities>.
- Applications from non-HEI applicants must only include the direct costs of the project.
- The Charity does not make Awards to cover expenditure already incurred by any applicant, Award Holder or their Organisation.
- In order to protect the Charity's cash flow and secure best value, the Charity provides fixed cost Awards which do not allow for any additional costs for inflation of staff costs, consumables or third party services over and above what has been requested in the Award application.
- It is therefore necessary for any applicant for any Award to estimate any such cost increases during the lifetime of the Award and then manage the Award within those costs.
- Each applicant will be expected to provide sufficient detail in their application that demonstrates how they will manage the Award funding so as to accommodate the expected cost increases that may or may not occur during the lifetime of the proposed project.
- Each Award Holder will be expected to provide clear information about the start and end dates of the project.
- Each Award Holder will be expected to provide regular updates to the Charity on the financial position of the Award and explain any unexpected variances.
- Any under-spend that occurs will be deducted from the Award at the absolute discretion of the Charity.

Research governance

1. Good research practice

The Charity expects Award Holders and their Organisations to 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 research misconduct: <http://www.wellcome.ac.uk/About-us/Policy/Policy-and-position-statements/WTD002756.htm>.

In the event of fraud being alleged, the Charity wishes to make it clear that it is the responsibility of the Organisation to investigate this. The Charity agrees to fund Awards providing the Organisation can produce evidence of procedures for dealing with fraud.

If a case of fraud is suspected in the course of the research, then the Charity should be notified immediately and kept informed of further developments. The Charity reserves the right to suspend the Award at any time but would normally await the results of a preliminary investigation. If adequate steps are not taken to proceed with an investigation, the Charity will suspend the Award. If fraud by any Award Holder is proven, the Charity will terminate the Award immediately.

2. Use of human subjects in research

Appropriate ethical committee consent is required for research that includes investigations involving human subjects. Evidence of such approval must be incorporated in the application. The Charity will expect all such work to conform to the procedures of the host Organisation and where a clinical trial is to be 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/>.

The Charity expects all clinical trial work funded by the Charity to participate in the AllTrials initiative (www.alltrials.net) in accordance with the position recommended by AMRC.

3. The use of animals in medical research

The Charity has moved towards a patient focussed research portfolio and is therefore unlikely to make new Awards to fund research involving animals. Existing Awards may involve animal research and wherever this is relevant, the Charity will support research which:

- is fully compliant with current Home Office legislation;
- has been approved by a local ethics committee;
- has been successfully independently peer reviewed and;
- has given due consideration to the refinement, reduction or replacement of the animals in the experiment and no viable non-animal alternatives exist.

The Charity endorses the guidance produced by the Wellcome Trust and the MRC entitled "Responsibility in the use of animals in bioscience research: Expectations of the major research

council and charitable funding bodies” which is available to view and download here: <https://wellcome.ac.uk/sites/default/files/wtd040017.pdf> and requires all research work involving animals to comply with these expectations.

The Charity is a member of the AMRC and endorses their position on the use of animals in medical research:

<https://www.amrc.org.uk/use-of-animals-in-research>.

Researchers should note that the Charity is, via its membership of AMRC, a signatory to the Concordat on Openness on Animal Research in the UK:

<http://concordatopenness.org.uk/wp-content/uploads/2017/04/Concordat-Final-Digital.pdf>.

The Charity may need to request assistance or information from researchers to comply with its obligations under the Concordat.

4. Genetic modification

The Charity has moved towards a patient focussed research portfolio and is therefore unlikely to make new Awards to fund research involving genetic modification. Existing Awards may involve genetic modification work and wherever this is relevant, the Charity will support research which conforms to the procedures of the host Organisation and be in accordance with the policies of the Health and Safety Executive.

Data protection

1. Scope

Personal Data, Data Controller, Data Processor and Data Subject shall bear the meanings given to them in the Data Protection Act 2018.

In accordance with the Award Letter and Clause 2.7 of the Award Conditions, the Organisation is required to comply with the terms of this Policy as a condition of the Award.

This Policy applies in addition to regulatory requirements relating to the design and conduct of regulated elements of research, including clinical trials.

The Organisation is responsible for ensuring that its officers, employees, students, and contractors adhere to the terms of this Policy and any reference to 'Organisation' must be read as including the Organisation's officers, employees, students, agents, professional advisors and contractors.

2. Organisation obligations

The Charity is keen to ensure that the letter and the spirit of directly applicable data protection legislation is followed. The Charity sees protecting the interests of individuals as a good in and of itself but the Charity is also aware of the potential liabilities and reputational damage that can flow from any failure to protect the interests of individuals.

The Charity expects the Organisation to adhere to the following general principles:

- a) To minimise the use of Personal Data and ensure that adequately anonymised data is used wherever possible.
- b) To put all appropriate measures in place to ensure that Personal Data collected during the Award is securely stored and is only available to and used by researchers directly involved in the Award.
- c) To ensure that the Organisation's systems relating to the processing of Personal Data are transparent.
- d) Not to use any Personal Data collected during the Award for any other purpose and in particular not to use it for commercial gain.
- e) Do not use anonymised data collected during the Award for commercial gain unless the individual Data Subject(s) has been made aware of the intention to use it for commercial gain in advance and the Organisation has adequate lawful basis for using it for commercial gain.
- f) Not to retain Personal Data for any longer than is necessary to support to fulfil the purposes and aims of the funded Award.

In addition to adhering to the principles outlined above, the Organisation must comply with the following:

a) Compliance

In accordance with the Award Letter and Clause 2.6 of the Award Conditions, all Awards performed by or on behalf of the Organisation adhere to and comply with all directly applicable data protection legislation.

b) Third Parties

The Organisation has in place adequate and sufficient procedures and agreements with third parties (including suppliers and Organisations or contractors involved in the performance of the Award) in order to satisfy the requirements of all directly applicable data protection legislation. This includes but is not limited to data processing agreements where Data Processors are used.

c) Data protection impact assessment

All Awards performed by or on behalf of the Organisation have been designed with reference to the requirements of all directly applicable data protection legislation. This includes but is not limited to completing appropriate data protection impact assessments for each processing operation.

d) Provision of information

All participants in Awards that are performed by or on behalf of the Organisation are provided with appropriate information as required by all directly applicable data protection legislation.

e) Record keeping

Adequate records are maintained and, as a minimum, records necessary to comply with all directly applicable data protection legislation are maintained at all material times.

f) Publication

No publication arising from or related to the performance of the Award includes any Personal Data or any information that might reasonably be expected to lead to the identification of any Data Subject participating in the research performed under the Award.

g) Re-identification

Where the Organisation receives or uses anonymised data or pseudonymised Personal Data, the Organisation will not attempt to, or take any steps (including combining that data with data from other sources) that are reasonably likely to, identify any individual Data Subject.

3. Processing

As regards Personal Data processed during the performance of the Award, the Organisation is presumed to be the Data Controller.

Unless agreed otherwise with the Charity in writing and in advance, the Organisation will fulfil the obligations and responsibilities of the Data Controller in respect of Personal Data processed for the purposes and aims of the Award.

4. Provision of Personal Data

The Organisation will not provide the Charity with Personal Data obtained during the performance of the Award unless:

- a) The Personal Data has been adequately anonymised before being provided to the Charity or;

- b) The Organisation has a clear legal basis for providing the Personal Data to the Charity and details this basis in writing to the Charity.

And, 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.

Employment status

The Charity will only accept Award applications from principal applicants:

- whose contract of employment with the relevant Organisation provides for the applicant's continuous employment up to or beyond the proposed end date of the Award applied for;
or
- who will have a contract of employment with the relevant Organisation which will provide for the applicant's continuous employment up to or beyond the end date of the proposal should the proposal be successful **and**
- who are, or will be, employed by the relevant Organisation for at least 50% full time equivalent for the duration of the Award.

For those Awards which have a corporate applicant, the Charity will treat the senior figure in the corporate application as if they were the principal applicant and the rules above will apply to that individual.

Changes to Awards

1. Transfer of Awards

Transfer of Awards is not normally permitted. Should the transfer be perceived as delivering an enhanced or equal benefit to the people of Yorkshire, the Charity would consider the request.

Transfers will only be permitted to Organisations within the United Kingdom which are eligible to receive funding from the Charity and which are able to demonstrate to the Charity's satisfaction the ability to support the research provided for in the Award during the Award Period. The Charity must also be satisfied that after transfer, the project which is the subject of the Award will be brought to a successful conclusion in accordance with the stated research objectives.

The new host Organisation must agree to be bound by the Charity's Award Conditions prior to final approval of any transfer.

If an Award Holder transfers to another Organisation during the Award Period and the transfer of the Award is made with the approval of the Charity, the Charity reserves the right to require that equipment funded by the Award is also transferred.

Award Holders should send requests in respect of any transfer to research@ycr.org.uk.

2. Change of Award Holder

The Organisation must consult with the Charity if it is proposed to change the Award Holder, for example, following retirement, resignation or death. Where the Award Holder is transferring to another Organisation eligible to hold an Award from the Charity, the provisions above will apply.

In other circumstances, the Organisation may nominate a replacement Award Holder. The Charity will need to be satisfied that the proposed replacement meets its eligibility criteria and has the expertise and experience to lead the project which is the subject of the Award to a successful conclusion in accordance with the stated research objectives.

3. Change of aims or planned activities of the Award.

The Award Holder must seek the approval of the Charity if they wish to significantly change the aims or activities of the Award. This includes, but is not limited to, amendments to ethics approvals, changes in trial outcomes to be reported or changes to trial recruitment plans.

Research publishing, reporting and open access policy

The Charity expects that findings from research funded by the Charity will be published in an appropriate form. Copies of all publications should be sent to press@ycr.org.uk with details of where the acknowledgement of the Charity's funding can be found. 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)".

Non-compliance with this condition may influence future funding decisions and jeopardise the relevant Award.

Please note Condition 6.1 which provides that "All articles resulting from Yorkshire Cancer Research funded work must be sent by email to 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."

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 on "Intellectual property and commercial activities".

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 freely available 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>.

The Charity encourage the use of the CC-BY licence for all published work to which our open access policy applies. The requirement to publish under a CC-BY licence only applies to research articles.

If the journal does not offer a compliant open access option then a copy of the author's accepted manuscript must be manually deposited and made freely available in Europe PMC within six months of publication by the author using the author manuscript submissions system.

Reporting of trials should follow the Consolidated Standards of Reporting Trials (CONSORT). <https://www.bmj.com/content/340/bmj.c332>.

Funds to cover publication costs relating to Charity-funded research are available up to a maximum of £3,000. All requests for publication costs will be considered individually under the Publication Costs Award scheme. Application forms are available from the "For Researchers" section of the Yorkshire Cancer Research website.

Any research findings derived from the use of patient data collected by the NHS should acknowledge this using the phrase "**This work uses data provided by patients and collected by the NHS as part of their care and support.**"

Branding and Marketing

All Awards will involve publicity and Charity recognition. Any marketing and public-facing communications associated with the Award will be branded according to guidance given at the regular Key Performance Indicator meetings with the Charity.

This will include such aspects as agreeing the full title of the Award with will include the phrase “Funded by Yorkshire Cancer Research”. The full title of the Award must be used in all circumstances unless otherwise agreed by the Charity. This includes but is not limited to trial registrations (if applicable), websites referencing the Award, and presentations about the Award and any other public information about the Award.

Any brand or visual identity developed for the Award must be approved by the Charity. In the absence of any other guidance any brand logo or mark developed must have the phrase “Funded by” accompanied by the Yorkshire Cancer Research Logo, which must be in equal prominence to any other graphic design elements within the brand logo or mark.

Any marketing activity plans and materials required as part of the Award (such as cancer awareness campaign testing) and any public facing materials (such as patient information sheets) must be approved by the Charity. The Organisation must have sufficient marketing expertise or the ability to commission marketing activity if such activity is required to fulfil the aims and purposes of the Award.

Intellectual property

The aim of this policy is to provide a clear statement for Charity-funded researchers on the Charity's position on the protection and use of intellectual property.

In arriving at this policy, the Charity has considered a wide range of issues, not least the role of Intellectual Property (IP) rights in translating research into tangible patient benefits. The Charity supports the appropriate protection and use of IP rights where this will maximise health benefits. Relevant research must meet the legal criteria for filing patents; it must be novel, non-obvious (i.e. inventive) and capable of industrial application.

The Charity is under an obligation to ensure that useful results from the research that it funds are applied for the public good, specifically those people that are, or may be, affected by cancer.

In recent years the Charity has become much more focussed on the potential benefit to cancer patients that might flow from the Awards it makes. It believes that this focus is a clear expectation of the supporters who provide the funds it uses to make its Awards. The Charity's Award Conditions contain detailed conditions regarding publication of research data and IP and commercialisation. These Conditions should be read carefully by all Award Holders.

As the Charity's Award Conditions make clear, responsibility for protecting and managing any IP that flows from Charity-funded Awards rests with the Organisation; but the Charity has rights, and wants to be kept fully informed about progress and possible developments, to be able to assist in any way it can. Award Holders and their Organisations are encouraged to communicate with the Charity's Company Secretary and the Director of Research & Services on matters which relate to publication, IP and commercialisation.

Key points for the Charity when giving consent to the exploitation of Charity-funded IP

In order to ensure that the research funded by the Charity is exploited in a way that fulfils the Charity's purpose, the Charity's Award Conditions require Organisations to seek the written consent of the Charity before granting any rights over Charity-funded IP. A condition of giving consent will usually be that the Organisation enters into a revenue and equity sharing agreement with the Charity so that the Charity receives an appropriate share of the benefits arising from its funding. A summary of the Charity's standard revenue and equity sharing terms is contained later in this document.

The consent process requires the Organisation to complete a consent form, which describes the relevant Charity-funded IP, the Award from which that IP arose and the intended exploitation route, together with copies of near-final draft agreements. If the Charity was not the sole funder of that IP, details should be provided of the amount of funding contributed by third parties and which researchers they funded, together with a calculation of the Charity's pro-rata share. The Charity then assesses on a case-by-case basis whether the chosen exploitation route and the terms of the exploitation are an appropriate way of achieving the Charity's charitable purpose, and may, if necessary, suggest amendments that better address that aim. The consent form is available from the Charity's Company Secretary.

Consent forms should be sent to the Charity's Company Secretary by email at research@ycr.org.uk and requests for consent will be dealt with as soon as practicable.

The following list aims to provide guidance on key points that the Charity considers when assessing consent applications. This is not intended to be an exhaustive list and the Charity's view will depend very much on the circumstances of the particular IP and chosen exploitation route.

1. Resources and expertise of the proposed partner

If the proposed commercialisation partner or vehicle does not have the necessary expertise or adequate resources to exploit the Charity-funded IP, it is unlikely to be able to achieve the Charity's purpose by, for example, taking a new drug through the necessary regulatory process to the marketplace. This does not mean that the proposed partner has to have all necessary expertise and resource for all stages of commercialisation as at the date of consent, but the commercialisation plan must be realistic. For example, it may be prudent to set a deadline within which a new spin out company has to raise additional funds or enter into a further commercialisation deal, otherwise the IP reverts to the Organisation, or provide for IP to revert on insolvency to the extent that is legally possible.

2. Diligence obligations

The terms of the agreement for exploiting Charity-funded IP should place appropriately-worded diligence obligations on the commercialisation partner to make sure that a suitable level of resources are devoted to exploiting the Charity-funded IP and development is not side-lined or shelved if commercial priorities change. For example, the IP may revert to the Organisation if diligence obligations are not complied with.

3. Step-in rights on IP

If the Organisation gives responsibility to the commercialisation partner for filing, prosecuting and maintaining Charity-funded IP and the partner fails to do so adequately, or decides to abandon a piece of registered IP, the Organisation should retain the right to take back that responsibility at its

own cost. This may be considered to be particularly important for early spin out companies where financial resources are tight.

4. Appropriate financial return

While the Charity does not wish to get involved in laying down guidance for the amount of return that an Organisation should seek to get from exploitation, it will check that the return is not obviously disproportionate (in either direction) to the Organisation's contribution. This is to ensure that, as required by Charity law, the private benefit to the commercialisation partner is no more than incidental to the public benefit arising from the exploitation of Charity-funded IP. For example, material transfer agreements from commercial providers sometimes request a payment-free, non-exclusive commercial licence to all results of work carried out utilising their proprietary materials, which is generally not acceptable because the return to the commercial party is potentially disproportionate to its contribution to the research.

5. Research licence reserved for the Organisation/researchers

The Charity generally expects that the Organisation will reserve the right to continue using the Charity-funded IP for academic research and teaching so that its researchers' careers are not restricted. This should be sub-licensable/transferable if the researcher changes Organisation.

6. Publications

Any delays in publications by the Organisation or its researchers should be limited to a reasonable time period (typically 3 months, maximum 6 months) and only to allow for filing of new IP or to remove information that is genuinely confidential to the commercial party.

7. Is exclusivity appropriate?

Where an Organisation wishes to grant an exclusive licence to a commercial third party, the Charity will consider whether exclusivity is the most appropriate way of achieving public benefit. The Charity recognises that exclusivity is often required to attract the investment necessary to exploit Charity-funded IP. In cases where the Charity-funded IP underlies a new research field or could act as a fundamental platform for further important work, the public benefit may be better served by a series of non-exclusive or co-exclusive licences to avoid giving one party a blocking position.

8. Pipeline agreements

Pipeline arrangements prevent the Organisation or the Charity from assessing on a case-by-case basis the most appropriate way to exploit Charity-funded IP to achieve public benefit. As a result, unless the arrangement is appropriately limited in time and scope, the third party is clearly the most suitable commercialisation partner and the Organisation receives an appropriate return, the Charity will not normally consent to them.

While guidance can be given by the Charity on request where the Organisation wishes to obtain an early view from the Charity on the terms of a particular agreement, the Charity will only give its formal consent on the basis of final, or very near final draft agreements. If guidance is required, this should be sought from the Charity's Company Secretary.

The Charity acknowledges the assistance of the Wellcome Trust in the preparation of these key points and the consent form process.

Standard revenue and equity sharing terms

1. The terms set out below are the Charity's current terms as referred to in Condition 7.2 of the Charity's Award Conditions. The Charity may vary or replace in whole, or part, these terms at any time. This is a summary of the formal agreement that the Charity would expect to enter into to record this aspect of its relationship with the relevant Organisation.
2. The Charity accepts that if the Organisation has, or has retained the services of, a body which is responsible for providing technology transfer services to the Organisation ("**TTO**"), it will be necessary to agree with the Organisation a reasonable and proper technology transfer fee to reflect the efforts of the Organisation in arranging the underlying commercial transaction involving the Charity-funded IP for which consent is being sought. Once agreed, this will be deducted before the income distribution referred to at paragraph 3 below.
3. The Organisation must determine whether the Award is the sole source of funding for the relevant research project (the "**Project**"). In the event that it is, then income received by the Organisation as a result of the exploitation of the Charity-funded Project shall, after deduction of Direct Costs (as defined below) incurred in connection with the exploitation of the Charity-funded Project, be distributed 50% to the Organisation and 50% to the Charity.

For the purposes of these terms "Direct Costs" means all external expenses incurred and paid by the Organisation in connection with the filing, prosecution and maintenance of the Charity-funded IP 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 Organisation's internal costs relating to these activities, regardless of the legal constitution of the Organisation's TTO. Neither the Organisation nor the TTO may make deductions for salary or taxes in respect of the Organisation and/or the TTO or for any amounts payable to the inventors or generators of the Charity-funded IP.

4. Where the Award is the sole source of funding, then where rights to take equity are received, these will be shared as to 50% to the Organisation and 50% to the Charity.
5. If the Award is not the sole source of funding for the Charity-funded Project, then the income or the equity arising must be pro-rata calculated to take into account:
 - the inventive contribution of other inventors, followed by;
 - the proportionate funding contributions of the Charity, the Organisation and other third party funders of each inventor (such funding contributions to exclude any salary support provided by the Institution from its internal funding, including Higher Education Funding Council for England (HEFCE) funding) and the revenue/equity sharing formulae set out in paragraphs 3 and 4 above will apply to the portions of gross income or equity attributed to the Charity under this paragraph 5.
6. The Charity must be given not less than 2 months written notice prior to completion of a first equity funding round and be provided with copies of all documentation provided to other investors.
7. The share of any income or equity due to the Charity shall be allocated to the Charity prior to the deduction of any reward to the Organisation's employees or students who are inventors of any IP arising from the Charity-funded Project and the Organisation shall be solely responsible

for payment of such reward out of the share of revenue or equity to which it is entitled under paragraphs 3, 4 and 5 above.

- 8.** All payments under these terms shall be made in pounds sterling unless otherwise agreed and shall be exclusive of any taxes or duties that may be imposed, including value added tax, which shall be where applicable be payable in addition at the rate in force at the due time for payment.
- 9.** The Organisation must provide the Charity with statements of financial information for agreed periods (to include gross income, net income, cumulative income, direct costs, technology transfer costs, equity, revenue shares and taxes with a clear breakdown of how the amounts involved were determined) within 3 months from the end of such period and the Organisation shall make payment to the Charity within 14 days of receipt of the proper VAT invoices for the sums due to the Charity.
- 10.** The Organisation shall keep accurate records and accounts of all matters relating to the exploitation of all Charity-funded Projects and the Charity will have the right to audit these upon request in accordance with standard UK accounting practice. The Organisation shall provide copies of all records and accounts on request. Payments not paid on the due date will carry interest at the rate of 4% over the current Bank of England base rate, shall be calculated daily and shall be compounded quarterly from the due date until the date of actual payment.
- 11.** In respect of any IP arising from a Charity-funded Project, the Organisation must:
 - provide to the Charity copies of any signed agreements entered into;
 - provide the Charity with details of any patent applications, Awards and abandonments;
 - deliver at least annually a report detailing the commercialisation activities for that year to the Charity and;
 - arrange and hold update meetings once every 6 months (or at such other intervals as are agreed) with the Charity.
- 12.** The Charity accepts that it may need to enter into formal confidentiality arrangements with the Organisation to allow exploitation of the Charity-funded IP.
- 13.** The Charity has guidance on key points that it looks for when giving consent to the exploitation of Charity-funded IP. That guidance is located elsewhere in this document.

Agreements with third parties and collaborators

Agreements with third parties

All Awards are governed by the Charity's Award Conditions. The Charity must, where relevant, be kept informed about agreements that Organisations might enter into with third parties which might or will impact onto the terms of the Award the Charity has granted to the Organisation.

The provisions of the Charity's Awards Conditions that relate to IP are particularly important in this context.

The Charity is keen to avoid conflict between its terms and the terms that an Organisation might want to agree with third parties. Award Holders should ensure that they consult with the relevant individual or group at their Organisation about any such agreements. If there is any element of concern about the position of the Charity, the Charity should be consulted and will then provide any necessary guidance or assist with any necessary negotiation.

Two situations are particularly relevant.

1. Agreements with other providers of funds

The Charity has experience of negotiating with co-funders and Organisations in connection with a range of matters flowing from the joint funding process, but it wishes to undertake any necessary negotiation before such additional agreements are entered into, rather than after the event.

If you are the holder of an Award from the Charity then, before you accept funding from another source, please ensure that the relevant individual or group at your Organisation receives a copy of the relevant agreement to record the new funding for review. If after that review there are any concerns about actual or possible conflicts between the terms of the new funding and the Charity's terms, please submit the relevant agreement to the Charity for review. This is particularly important in the area of IP and commercialisation.

The Charity will respond as quickly as possible. Relevant documentation and requests for review should be sent to research@ycr.org.uk.

2. Material transfer agreements

The Charity is aware that the subject of MTAs can be a complex one, but the terms on which materials are exchanged can fundamentally affect the Charity's rights in connection with Charity-funded IP.

The Charity takes the view that any Organisation which is in receipt of an Award from the Charity should not enter into any incoming or outgoing MTA in connection with that Award without the prior approval of the relevant individual or group at the Organisation which usually reviews these types of agreements. The provisions in these documents potentially impact on to the joint ability of the Charity and the Organisation to exploit the research output of an Award for the benefit of cancer patients and to deliver their overriding charitable public benefit obligations.

As examples, the Charity would not want an MTA to prevent its Award Holder from protecting or developing any arising IP from the research using the material they have acquired nor would the Charity want the MTA to prevent dissemination of the research findings.

If you are an Award Holder, before you or your Organisation enters into an incoming or outgoing Material Transfer Agreement in connection with that Award, please ensure that the

relevant individual or group at the Organisation reviews the draft MTA. If after that review there are any concerns about the proposed agreement in light of the Charity's terms and/or rights in connection with Charity-funded IP then the Charity must receive the draft MTA for review.

The Charity will respond as quickly as possible. Relevant documentation (which should include any MTA Information Sheet completed by the Award Holder for the Organisation's Research Office or similar body) should be sent for review to research@ycr.org.uk.

Collaborations

Collaborations are expected to be put on a formal basis through an agreement covering the contributions and rights of the relevant Organisations and individuals concerning exploitation. Such agreements must be in place before the research begins and/or the Charity must be consulted should a collaboration arise during the course of the Award. The terms of collaboration must not conflict with the Charity's Conditions of Award.

If you are an Award Holder then, before you or your Organisation enters into a collaboration agreement in connection with that Award, please ensure that the relevant individual or group at your Organisation reviews the draft. If after that review there are any concerns about the proposed agreement in light of the Charity's terms and/or rights in connection with Charity-funded IP then the Charity must receive the draft agreement for review.

The Charity will respond as quickly as possible. Relevant documentation should be sent for review to research@ycr.org.uk.