

Dated    day of



## Research Grant Award

### *Terms and Conditions*

*Version agreed with UCC 24/4/2018*

***Project title:*** Insert Here

# Standard Conditions of Grant Award

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**Awarded to Principal Investigator:**

**Name:**

**Title/position:**

**Host Institution:**

**Address:**

**Tel number:**

**Email address:**

**Name:**

**Title/position:**

**Host Institution:**

**Address:**

**Tel number:**

**Email address:**

**BCR Grant Code:**

**Title of Grant:**

**Start Date:**

**Finish Date:**

**Duration of Grant Funding:**

**Total Grant Funding:**

**Payable to Host Institution:**

**Dated:** 1/5/2018



# 1. GENERAL CONDITIONS

## 1.1 Preamble

This contract is entered into by and between Breakthrough Cancer Research, with a registered address at Glenlee, Western Road, Cork and (1) University College Cork and Together the two aforementioned are referred to collectively as the 'Parties'. Hereinafter, University College Cork will be referred to as the 'Host Institution'. The funding committed by Breakthrough Cancer Research will be referred to as 'The Grant'.

## 1.2 Pre-award Information

- a) Research grants are made by Breakthrough Cancer Research (BCR) only on receipt of a written application giving the fullest details available including named personnel, costings, proposed equipment, nature of study, location of proposed work or other activity and enclosing a signed copy of these conditions indicating acceptance of the terms. Prior to funding of research, grant applications are considered by the BCR Medical and Scientific Advisory Board (MSAB) and receive approval by the Board of Breakthrough Cancer Research.
- b) 'The Grant' will be used for the stated purpose as per original application considered and approved by the Board of Breakthrough Cancer Research. Therefore, the original grant application comprises a fundamental part of this contract.
- c) If for any reason during the lifetime of 'The Grant' an amendment is made or work deviates from original application, BCR reserves the right to apply new Standard Conditions of Grants in place of those which were applied at the time of the original award.
- d) The 'Host Institution(s)' and research personnel shall comply with all terms and conditions laid out below.

## 1.3 Start Date and Finish Date

- a) 'The Grant' has an approved start and an agreed finish date as noted above, hereinafter ('The Term').
- b) Funds must not be paid out from the 'Host Institution(s)' account after the agreed finish date of 'The Grant' unless a specific agreement has been made in writing to Breakthrough Cancer Research.

- c) Projects/positions and financials which have commenced prior to 'The Grant' cannot be considered by Breakthrough Cancer Research.
- d) Awarded research grants to Principal investigator(s) may not be permitted to commence by BCR giving notice in writing, if reporting documents remain outstanding from previously BCR funded projects to that same Principal investigator.
- e) Progress is reviewed annually for multi-year projects and at the mid-point of a single year project by Medical and Scientific Advisory Board and funding continued subject to positive review.

## **2. FINANCIAL CONDITIONS**

### **2.1 Funding of approved Research Programme**

- a) Upon approval of a project for research funding by Breakthrough Cancer Research, Breakthrough Cancer Research will issue a letter of offer with details of the financial budget.
- b) The total awarded to 'The Grant' is fixed to that outlined in Finance Budget and therefore all Parties are obliged to remain within such budget.
- c) The Principal Investigator(s) (PI) once satisfied they are in a position to meet the requirements of funding should sign an acceptance letter and return a copy to Breakthrough Cancer Research.
- d) Recipient(s) of 'The Grant' shall not request, accept or receive funding for the same post from any other source without first informing Breakthrough Cancer Research.
- e) Breakthrough Cancer Research will not pay overtime for existing staff members to become involved in research projects.

### **2.2 Overheads**

It is the policy of Breakthrough Cancer Research to pay solely for costs associated with the agreement that has been approved in application and outlined in Budget Summary. As a result, Breakthrough Cancer Research will not pay overheads or indirect costs associated with agreed Grant Award. Use of grant funds to offset general indirect institutional expenses or any other unspecified expenses, is not permitted.

## **2.3 Re-allocation of Funds**

- a) 'The Grant' is not transferable and may only be used for costs associated with the agreement that has been approved in application.
- b) The "Host Institution(s)" and the Principal Investigator(s) must wait for written approval from Breakthrough Cancer Research prior to spending funds unless clearly in line with the Finance Budget outlined above.
- c) Breakthrough Cancer Research may at their absolute discretion, on request by the 'Host Institution(s)' and the Principal Investigator(s), re-allocate funds to other areas of the project budget. This request must be made in writing to Breakthrough Cancer Research.
- d) Breakthrough Cancer Research will endeavour to act with speed to all these requests.

## **2.4 Record Keeping and Audit**

- a) All payments will be made directly to the 'Host Institution(s)' of choice. The 'Host Institution(s)' shall establish and keep a fully up to date a nominal account per 'Grant', clearly evidencing the receipt and expenditure of all Grant monies. A copy of these records must be provided to BCR if requested.
- b) Breakthrough Cancer Research reserves the right, at any time during the duration of 'The Grant', to obtain from 'Host Institution', a financial statement detailing disbursements from 'The Grant' and confirmation that 'The Grant' has been used for the purposes for which it was awarded.
- c) The 'Host Institution' shall, if so required by Breakthrough Cancer Research, submit a financial statement referred to in Clause above signed by the Research Accountant.
- d) Breakthrough Cancer Research may, at its discretion and cost, commission and conduct a separate audit or review of 'The Grant' and/or the systems and/or the internal controls used by the 'Host Institution' to administer 'The Grant', including the procurement system. In so doing, it may seek to use the internal audit reports of the 'Host Institution'.

## **2.5 Financial Arrangements**

- a) The 'Host Institution(s)' shall ensure that the budgeted allocation of 'The Grant' monies in any one year is not exceeded.
- b) If the costs incurred by 'Host Institution(s)' in carrying out approved original agreement amount to less than the maximum grant approved, Breakthrough Cancer Research shall be obliged to pay only such amount as may be necessary to discharge the actual costs.



- c) The 'Host Institution(s)' shall be obliged to repay to Breakthrough Cancer Research within 30 days of demand any amounts of 'The Grant' monies paid and not used to discharge actual costs.
- d) If the costs incurred by 'Host Institution(s)' exceed the amount of the maximum grant approved, such excess shall be borne by the 'Host Institution(s)'.
- e) Breakthrough Cancer Research shall have the right to seek reimbursement in the event of a payment in advance of 'The Grant' monies including the right to set off such a payment in advance against further payments of 'The Grant' monies.
- f) Breakthrough Cancer Research shall be entitled to withhold payment schedule if the 'Host Institution(s)' has not complied with its reporting obligations as set out in this agreement but shall not unreasonable withhold payments in that regard.

## **2.6 Payment Frequency**

- a) Payment of 'The Grant' will be made in to an authorised financial account of the 'Host Institution(s)'.
- b) Payments of 'The Grant' will be made by EFT at the commencement of 'The Grant'. Multi-year grants will be paid at the beginning of each year throughout the duration of 'The Grant' with 30% withheld until completion of 'The Grant' and its reporting requirements.
- c) Breakthrough Cancer Research will make payment of the amounts specified in the Budget in accordance with the payment profile set out in the Special conditions subject to compliance with any conditions precedent set out in 'The Grant'.
- d) The payment of 'The Grant' and/or in the case of payments by instalments is subject to the 'Host Institution(s)' furnishing an up to date tax clearance certificate confirming that its tax affairs are in order prior to any such payment.
- e) Amounts invoiced more than 12 months after end of grant period will not be reimbursed.

## **2.7 Discontinuation and Unused Funds**

- a) In the event of work being discontinued before the expiry of 'The Grant', immediate notification must be given to Breakthrough Cancer Research.
- b) Any part of 'The Grant' paid that remains unused or uncommitted at the end of 'The Term' or earlier termination of this agreement shall be returned to Breakthrough Cancer Research within sixty days of such end or earlier termination unless otherwise agreed in writing.

- c) Any carry-over of funds termed a 'No-Cost Extension' may be allowed only following written application and justification from the Principal Investigator(s) three months before the expiration of 'The Term' as per Section 2.8.

## **2.8 No-Cost Extension**

- a) Requests for a No-Cost Extension (NCE) must be made in writing by the Principal investigators(s) three months before the expiration of 'The Term'.
- b) Upon receipt of a request, Breakthrough Cancer Research may authorise a No-Cost Extension if clear that this will facilitate a positive study outcome.
- c) The request must clearly justify the No-Cost Extension and include an estimate of the un-obligated funds remaining and a plan for their use. The plan must adhere to the previous approved objectives of 'The Grant'.
- d) The fact that un-obligated funds may remain at the expiration of 'The Term' is not, in itself, sufficient justification for a No-Cost extension.
- e) The NCE may be granted at the absolute discretion of Breakthrough Cancer Research.

## **3. RESEARCH PERSONNEL**

### **3.1 Responsibility**

The Principal Investigator(s) for the purposes of 'The Grant' is the first named author on the application. The Principal Investigator(s) is responsible for the overall management and progress of 'The Grant'. They are also the contact for all correspondence with Breakthrough Cancer Research and responsible for submission of all reports. In general three months' notice is required where any significant changes are proposed on this grant.

### **3.2 Employment**

- a) Breakthrough Cancer Research shall not in any circumstances be deemed to be an employer by reason of having made grants available under this scheme. Where 'The Grant' is used for employment of any personnel, this person is in all cases to be considered as being employed by the 'Host Institution(s)', which has received the grant from Breakthrough Cancer Research. The grantee is an independent contractor, who shall not hold himself/herself out as an employee or agent of Breakthrough Cancer Research.
- b) The term of any contract of employment of any of the Staff with the Host Institution must be strictly limited to 'The Term' unless the 'Host Institution(s)' wishes to retain the services of the Staff beyond 'The Term' for its own purposes and at its own expense.

### **3.3 Records of Employees**

It is the responsibility of the Principal Investigator to ensure that any person employed to work on this grant must notify Breakthrough Cancer Research in writing and include a CV. When terminating from working on this grant, they must also notify BCR of this event in advance.

### **3.4 Outside Work**

Any recipient of an award for full-time research (i.e. the appointed PhD student, Post Doc, Research Assistant etc. where 100% time is allocated to grant research) shall not undertake any other paid work other than that set out in the original application form, without the prior approval of BCR. Participation in training courses, report writing or training of new members is not considered as 'other work'.

### **3.5 Leave**

A recipient of an award for full-time work shall inform BCR in writing in advance of any extended leave; maternity leave or absence from work concerning the funded grant, other than annual vacation leave. In this event, the Principal investigator(s) must provide details explaining what arrangements have been made to ensure that 'The Grant' continues during their absence. 'The Grant' recipient's Head of Department must co-sign this description. Failure to notify BCR in advance of such leave may result in the grant being terminated.

### **3.6 Change or Absence of Personnel**

- a) The Principal Investigator(s) shall inform BCR in writing in advance of any changes in personnel or absence, where these persons were named as co-Investigators to the grant.
- b) The Principal Investigator(s) shall inform Breakthrough Cancer Research in advance if they intend to change employment or relocate their research to another institute or location.
- c) The 'Host Institution' shall ensure that in the event of the Principal Investigator resigning during 'The Term' take all reasonable steps to ensure that post graduate students supported by the Grant are given every opportunity to complete their degrees.

## **4. RESPONSIBILITIES OF THE HOST INSTITUTION(S)**

### **4.1 Warranties**

- a) The 'Host Institution(s)' warrant that it has full power and authority and all necessary resources to carry out the Grant Funded Activities and to comply with the provisions or and perform all of its obligations under 'The Grant'.
- a) The acceptance of the award of 'The Grant' has been executed by its duly authorised representative with full power and authority to bind it.
- b) The 'Host Institution(s)' has obliged or will obtain and maintain throughout the 'Term' all necessary consents, approvals, authorisations, licences and permissions which are required to enable it comply with its obligations under 'The Grant'.
- c) Every statement, representation or information provided in the application, any documents furnished therewith, any annual report, end of grant report or any financial statement is or will be, to the best of its knowledge and having made in advance appropriate enquiries, true, complete and accurate.
- d) There is no other information of which the 'Host Institution(s)' or its agents are aware that s relevant to 'The Grant' or the interests of Breakthrough Cancer Research concerning 'The Grant'.
- e) The 'Host Institution(s)' shall comply and ensure compliance by the Principal Investigator(s) or ensure compliance with all legislative requirements in relation to the Grant funded activities and without limiting the generality of the foregoing the Fixed Term Workers, Pensions, Health and Safety and Data Protection legislation.
- f) The 'Host Institution(s)' shall not enter into agreement with any third party relating directly or indirectly to the Grant Funded Activities without the prior written consent of the BCR and shall not in any material respect alter or amend any such agreement without the further written consent of the BCR.

### **4.2 Responsibilities of the 'Host Institution(s)'**

- a) The 'Host Institution(s)' has full responsibility for 'The Grant' and the Grant Funded Activities and for adherence by the Principal Investigator and the Team with the terms and conditions of the Grant.
- b) The 'Host Institution(s)' shall comply in full with the terms and conditions of 'The Grant' and use monies for no other purpose whatsoever and strictly in accordance with the Budget.

- c) The 'Host Institution(s)' shall ensure that the Grant Funded Activities are performed with due skill, care and diligence and by appropriately qualified personnel and are completed within the Term.
- d) The 'Host Institution(s)' shall notify Breakthrough Cancer Research of any proposed change in the objectives of the Grant Funded Activities; if the Principal Investigator or any other member of the Team has (i) devoted or intends to devote substantially less effort to the Grant Funded Activities; (ii) severs or intends to sever his connection with the 'Host Institution(s)'; (iii) has been absent for a continuous period of three months or more; (iv) has relinquished or intends to relinquish active direction of the Grant Funded Activities.

### **4.3 Management**

- a) The 'Host Institution(s)' shall ensure that all Staff receive training appropriate to their duties including health and safety training and that all health and safety procedures are in place in relation to Staff.
- b) The 'Host Institution(s)' shall ensure that appropriate direction and supervision of Staff is provided.
- c) The 'Host Institution(s)' shall ensure that payments to Staff are appropriately adjusted to reflect any changes in personnel, as well as any circumstances such as absences, illness, or resignation.
- d) In the event that the duties of Staff involve patient contact, the 'Host Institution(s)' is required to ensure that the appropriate medical indemnity insurance can be arranged.
- e) Where Staff are required by the 'Host Institution(s)' to work or travel outside of country, the Research Institution shall remain responsible to ensure that all necessary travel paperwork/permits, insurance and medical precautions are put in place prior to departure.
- f) The 'Host Institution(s)' shall, without limiting the generality of the foregoing:
  - i. Take part in and ensure that the Principal Investigator(s) takes part in a review or reviews of the progress of 'The Grant', its organisation and financing and any other relevant issues when so required.
  - ii. Ensure that the Principal Investigator(s) implements any recommendations made arising out of any such review.
  - iii. Comply with all relevant statutory requirements, regulations and bye-laws relating to the Grant and the Grant funded activities.

## 5. RESEARCH GOVERNANCE

### 5.1 Best Practice

- a) The 'Host Institution(s)' must ensure that the research is organised and undertaken within a framework for best practice and in accordance with the highest standards of scientific integrity and research methodology.
- b) The 'Host Institution(s)' shall have in place procedures for governing good research practice and reliable systems for the prevention of research misconduct, including but not limited to; plagiarism, falsification of data, conflicts of interest in research and clearly defined procedures for the investigation of allegations of misconduct.
- c) If any member of a research team involved in a project funded by Breakthrough Cancer Research is found to have failed to follow the 'Good Research Practice Guidelines', it must be brought to the attention of Breakthrough Cancer Research with immediate effect and recommendations made BCR regarding the funding.
- d) A copy of all research guidelines should be made available to Breakthrough Cancer Research including Good Research Practice with immediate effect.

### 5.2 License and Ethics

- a) The 'Host Institution(s)' are responsible for ensuring that issues of an ethical nature relating to research are identified at the earliest opportunity and where necessary approval must be obtained from an ethics committee(s) recognised by the Host Institution(s).
- b) In the event that research requiring ethical approval begins at a point later than the commencement date of 'The Term', the Principal Investigator(s) must agree that the research will not begin until a copy of the research ethics approval has been submitted to Breakthrough Cancer Research and its receipt confirmed.

### 5.3 Procurement / Equipment

- a) The 'Host Institution(s)' shall ensure that the procurement of goods, series and equipment funded by 'The Grant' is carried out in accordance with public procurement law and policy. Further information can be found at [www.procurement.ie](http://www.procurement.ie) and at [www.etenders.gov.ie](http://www.etenders.gov.ie)
- b) Any equipment funded in whole or in part by 'The Grant' belongs to the 'Host Institution(s)' solely for use in the research studies for which 'The Grant' was awarded.

- c) Breakthrough Cancer Research expects that the equipment will be made available to other colleagues for their research studies when not in use by the Principal investigator(s) and the Staff.
- d) The 'Host Institution(s)' is responsible for ensuring that any equipment funded in whole or in part by the grant has adequate insurance cover. If the equipment is damaged or destroyed, the 'Host Institution(s)' shall be required to repair or replace it.
- e) Any loss resulting from payments made for equipment in advance of delivery will be entirely the responsibility of the Host Institution(s).
- f) Ownership of the assets shall not during 'The Term' be transferred to any other party without the prior written consent of Breakthrough Cancer Research.

## **6. LIABILITY, INSURANCE AND INDEMNITY**

### **6.1 Liability**

- a) The 'Host Institution(s)' shall be wholly responsible for the conduct of the Grant funded activities and Breakthrough Cancer Research shall have no obligation, responsibility or any liability financial or otherwise of any kind to the 'Host Institution(s)', the Principal investigators or any research personnel, any third party arising directly or indirectly from 'The Grant' or the grant funded activities or payment of 'The Grant' or part thereof or any representation or other act or omission connect with 'The Grant' save and except the payment of 'The Grant' in accordance with the terms and conditions of the grant.

### **6.2 Indemnity**

- a) The 'Host Institution(s)' shall fully indemnify and keep indemnified Breakthrough Cancer Research, its officers, members, servants and agents against all liabilities, losses, damages, costs (including legal and/or professional costs) and claims of any kind arising from any act or omission of the Host Institution, the Principal investigator(s) or any member of the Team in connection with the Grant Funded Activities or the use of 'The Grant' or from the provision of any funds, advices or assistance of any kind given by Breakthrough Cancer Research pursuant to the terms and conditions of 'The Grant' or otherwise, howsoever and without prejudice to the generality of foregoing shall indemnify and keep indemnified Breakthrough Cancer Research against all such claims or demands in relation to:
  - i. The management, monitoring and control (including the requirements of all regulatory authorities governing the use of radioactive isotopes,

animals, pathogenic organisms, genetically manipulated organisms, toxic and hazardous substances and research on human or animal subjects) of any research funded by 'The Grant'.

- ii. Any claims by any member of the team whether during or after the termination of 'The Grant' and whether under terms and conditions of this grant, tort, common law or statute including but not limited to claims relating to the European Communities (Safeguarding of Employee Rights on Transfer of Undertakings) Regulations, 2003.
- b) Without limiting clauses above, the 'Host Institution(s)' shall fully indemnify, keep indemnified Breakthrough Cancer Research and its officers, members, servants and agents from and against all proceedings, actions, costs (including legal and/or professional costs), charges, claims, expenses, damages, liabilities, losses and damages in respect of any injury, sickness, disease, personal injury to or the death of any person whatsoever or in respect of any loss of, destruction or damage to any property or any part of both, caused by or howsoever arising from any act, negligence, error, default, omission, breach of this Grant or breach of statutory duty of the 'Host Institution(s)', the Principal investigator or any member of the team in connection with the performance of the Grant funded activities.

### **6.3 Insurance**

- a) The 'Host Institution(s)' shall maintain the following insurances at all times during the Term with a well-established and reputable insurer or underwriter authorised to provide insurance in Ireland and shall furnish to Breakthrough Cancer Research details of such insurance on request:
- i. A public liability policy insuring against liability for any claims, losses, damages and expenses (including legal and/or professional costs) due to damage or destruction of property or death or personal injury of any person arising as a result of or in connection with the Grant Funded Activities for an amount of not less than €6.5 million any one occurrence. The Host Institution's policy shall provide for indemnity to principals.
  - ii. An employers liability policy insuring against liability for any claims, losses, damages and expenses (including legal and/or professional costs) due to the injury to or disease or death of any person employed or otherwise engaged by the Host Institution arising as a result of or in



connection with the Grant Funded Activities for an amount of not less than €13 million any one occurrence. The Host Institution's policy shall provide for indemnity to principals.

- iii. The Host Institution shall increase the insurance limits set out above and/or obtain additional cover at its own expense when reasonably required so to do by BCR.
- b) The insurances required to be obtained by the Host Institution shall not limit the obligations, liabilities or responsibilities of the Host Institution under the Grant Conditions or otherwise and the Host Institution shall discharge all of its obligations which are insurable under the terms and conditions of the Grant whether or not it has the requisite insurance or has received payment in respect of the insured obligations from its insurers.
- c) BCR acknowledges that the Host Institution is not covered by the Clinical Indemnity Scheme and does not maintain medical malpractice insurance. The Host Institution shall use its best endeavours to ensure that the Grant Funded Activities are covered by the Clinical Indemnity Scheme or a Medical Malpractice Policy or such other insurance as appropriate depending on the nature of the human participant activity concerned and obtain confirmation to its satisfaction that such insurance covers the Grant Funded Activities.
- d) The Host Institution shall be liable to pay the full amount of any deductible or excess amounts arising under the insurance policies in respect of each and every claim.
- e) The Host Institution shall notify BCR of any claims made under its Public and Employers Liability policies such as they relate to the operation or performance of the Grant Funded Activities
- f) The Host Institution shall as soon as possible furnish to BCR full details in writing of any event, occurrence or non-occurrence which is material to the indemnities and insurances provided for in this Clause 6.

## **7. INTELLECTUAL PROPERTY**

### **7.1 Intellectual Property**

- a) The 'Host Institution(s)' and Principal Investigator(s) have a duty to the public to ensure that discoveries and advancements in knowledge arising from studies funded by Breakthrough Cancer Research are translated for public benefit

- b) Within one month of the start of the project, the 'Host Institution(s)' shall inform Breakthrough Cancer Research of any Background IP which will be used in the course of the project and which may have commercial value.
- c) Foreground IP shall be owned by the 'Host Institution(s)'. Prior to filing any patent application to protect Foreground IP, the 'Host Institution(s)' shall inform and provide Breakthrough Cancer Research, in confidence with a draft of the proposed patent application for their information.
- d) The 'Host Institution(s)' recognises the contribution made by Breakthrough Cancer Research to the Research Project.
- e) The 'Host Institution(s)' must subscribe to (or equivalent) the National Intellectual Property Protocol, '**Inspiring Partnership- the national IP Protocol 2016: Policies and resources to help industry make good use of public research in Ireland**', prepared by Government/Knowledge Transfer Ireland to ensure transparent and consistent procedures for managing Intellectual Property from publicly funded research.
- f) The Host Institution(s)' shall:
  - i. Devise, publish, implement and maintain procedures for the management of Intellectual Property arising from the Grant Funded Activities and in particular but without prejudice to the generality of the foregoing shall use all reasonable endeavours to ensure that:
  - ii. The Intellectual Property of the Grant Funded Activities is identified, recorded and carefully distinguished from the other outputs of other research.
  - iii. The Intellectual Property of the Grant Funded Activities is appropriately protected prior to any publication.
  - iv. The Intellectual Property of the Grant Funded Activities is appropriately translated and commercialised.
  - v. Ensure that the Principal Investigator assists with the development of the appropriate commercial strategies referred to above.
  - vi. Inform Breakthrough Cancer Research of any outputs which are capable of exploitation whether patentable or not.
  - vii. Inform Breakthrough Cancer Research of any outcomes and impact arising from translation (including commercialisation).
  - viii. Permit Breakthrough Cancer Research to audit the Host Institution(s)' policies and procedures for the management of Intellectual Property.

## 8. REPORTING AND EVALUATION

### 8.1 Grant Review Frequency

- a) The 'Host Institution(s)' and/or Principal Investigator(s) shall deliver to Breakthrough Cancer Research not later than 1 month following each anniversary of the commencement of the 'The Grant', an Annual Report on the progress of 'The Grant'.
- b) In addition to the clause above, the 'Host Institution(s)' shall deliver to Breakthrough Cancer Research not later than 1 month following each anniversary of the commencement of the 'The Grant', a financial breakdown for the previous year.
- c) Templates will be provided to the Principal investigator(s) for completion and must be returned electronically to the Breakthrough Cancer Research.
- d) Annual reports will be circulated to members of the Medical and Scientific Advisory Board, the co-funding body if applicable and any other party considered appropriate by BCR. If there is any reason why this should not occur with an individual report, please inform BCR at the time of submission.
- e) The Principal Investigator(s) shall give an oral presentation of project progress to the Medical and Scientific Advisory Board of Breakthrough Cancer Research during years 2 and 3 of the Grant and at such other times may reasonably be required. A minimum of 2 months' notice shall be given by Breakthrough Cancer Research.
- f) An interim review will be performed at end of year 2 and funding continued, pending positive review or actions taken on feedback.
- g) At any time during the lifetime of 'The Grant' or following its completion, the Host Institution(s)' shall ensure that the Principal Investigator(s) complies with BCR's request for additional and/or updated information relating to the outputs and outcomes of the award.

### 8.2 End of Grant Report

- a) The 'Host Institution' shall deliver to the Breakthrough Cancer Research not more than 60 days following completion of the Research Programme, or earlier if requested by Breakthrough Cancer Research (with at least 15 working days' notice), an End of Grant Report Form. A template will be provided and shall include:
  - Details of all academic, industrial or other interactions;
  - A concise summary of the achievements of Grant funded activities;
  - A list of all publications concerning the Grant funded activities, whether published by the Research Institution or any other person or body:

- A list of all patents applied for and patents awarded;
  - A summary of any scientific prizes received;
  - A list of all presentations made at public or invited gatherings, conferences for a concerning the Grant funded activities;
  - A reconciliation of the budget with actual expenditure throughout the Term;
  - A list of students who have received advanced degrees along with thesis titles; and such other information as may be reasonably required by BCR.
- b) The final quarterly payment will be withheld until End of Grant report is received. If End of Grant report is not submitted within 180 days of completion date, Breakthrough Cancer Research reserves the right not to release final payment.

## **9. ACKNOWLEDGEMENT, PUBLICITY AND DISSEMINATION**

### **9.1 Acknowledgement of Funders**

- a) The 'Host Institution(s)' must expressly acknowledge the support of Breakthrough Cancer Research in any published record of its grant-funded activities (publications, presentation, report or media interview/coverage).
- b) At a minimum the following statement shall be used, and where appropriate, a logo/s shall be displayed. *"This publication is independent research funded by Breakthrough Cancer Research. Any opinions, findings, conclusions or recommendations expressed are those of the author(s) and not necessarily those of Breakthrough Cancer Research"*

### **9.2 Publicity and Communications**

- a) It is the Breakthrough Cancer Research policy to publicise as widely as possible its grants and the scientific progress achieved through them.
- b) The Principal investigator(s) agree to disseminate any findings, results or products of the funded research or studies in peer review publications, open access forums, through the media and among the general public as far as possible or practicable (unless this would undermine the intellectual property or other rights/entitlements of the Host Institution(s)', Principal Investigator or the Staff.)
- c) The Principal investigator(s) to work in co-operation with Breakthrough Cancer Research to publicise research studies and the findings of them as part of the wider responsibility to promote the value of health research to the public.

- d) The attention of Breakthrough Cancer Research must be drawn in good time before either presentation or publication of any results related to funded work so that we may participate in any suitable communications exercise.
- e) Breakthrough Cancer Research must be notified one month in advance of all publications and events that are based on research or studies funded by Breakthrough Cancer Research. This includes full journal papers, books, reports or policy papers.
- f) No party shall represent, claim, use logos or branding or market on behalf of Breakthrough Cancer Research without explicit permission from Breakthrough Cancer Research.
- g) The results of the research funded in whole or in part by Breakthrough Cancer Research must not be commercially exploited in any way without the prior written approval of Breakthrough Cancer Research.

### **9.3 Confidentiality/Freedom of Information**

- a) The provisions of this clause shall be without prejudice to and shall not affect the provisions of clause 9.1 or 9.2.
- b) Breakthrough Cancer Research shall be entitled to use information provided to it in the Application for the purpose of Grant, and reviews of the Grant Funded Activities including without prejudice to the generality of the foregoing for the purpose of:-Posting of details of the Grant Funded Activities on the Breakthrough Cancer Research website and other publicly available databases and social media platforms and in reports, documents and mailing lists.
- c) In this clause 'Confidential Information' means all information whether in writing, orally or by another means whether directly or indirectly and whether specifically designated as 'confidential' or which ought reasonably to be regarded as confidential under or in connection with the Grant by one party ('the Disclosing party') to the other party ('the Receiving Party') whether before or after the date of the Grant Letter.
- d) Subject to the provisions of this Agreement, during the term of the Grant and after termination or expiration of it for an reason the parties shall:
  - I not disclose confidential information for any purpose other than the performance of its obligations in relation to the Grant;
  - II not disclose confidential information to any person except with the prior written consent of the Disclosing party;
  - III make every effort to prevent the use or disclosure of confidential information;

- IV The Receiving Party may disclose confidential information to any of its directors, other officers and employees ('a Recipient') to the extent that the disclosure is reasonably necessary for the purposes of the Grant;
- V Before disclosure to a Recipient the Receiving Party shall ensure that the Recipient is made aware of and complies with the Receiving Party's obligations of confidentiality as of the Recipient was a party to the Grant;
- VI The Receiving Party may disclose confidential information of the Disclosing Party if and to the extent that:
- it is required by law of any relevant jurisdiction (including the Freedom of Information Act, 2014) or pursuant to an order of a Court of competent jurisdiction;
  - it is necessary for the professional advisors, auditors and bankers of the Receiving Party;
  - the confidential information has come into the public domain through no fault of the Receiving party;
  - the confidential information was in the possession of the Receiving Party before such disclosure by the Disclosing Party;
  - the confidential information was obtained by the Receiving Party from a third party who was free to divulge it;
  - it is required to enable that party enforce its rights or perform its obligations (including the publication obligations in Clause 13 of this Schedule 2) under the Grant;
  - it is disclosed to a bona fide current and/or potential purchaser, investor and/or lender of the Receiving Party and any legal and/or professional representative thereof provided that such potential purchaser, investor and/or lender shall be subject to a confidentiality agreement (on terms usual to such transactions) covering such confidential information.

## 10. TERMINATION

- a) Grants may be abated or cancelled by Breakthrough Cancer Research at its sole discretion wherever it considers that its interests are not being well served or in the

extreme case of contemporary research developments negating the meaningful conclusion of the research.

- b) Payment of grants in subsequent years is subject to availability of funds and Breakthrough Cancer Research reserves the right to discontinue grants by giving three month notice.
- c) The 'Host Institution(s)' acknowledges that Breakthrough Cancer Research is partly dependent on fundraising to generate the funding of its grant activities and that, if sufficient funding is not forthcoming, Breakthrough Cancer Research may not be in a position to fund all of its grant commitments in respect of health research including the Grant. Accordingly, the Host institution agrees that, if Breakthrough Cancer Research does not have sufficient funding to cover all of its Grant commitments aforesaid:
  - I. Breakthrough Cancer Research shall have sole discretion to determine which Grant commitments it will continue and which commitments it will suspend, reduce or determine; and
  - II. Breakthrough Cancer Research will be entitled forthwith to reduce, suspend, terminate or revoke 'The Grant' by written notice to the 'Host institution(s)'.
- d) On termination of this agreement, Breakthrough Cancer Research shall pay all appropriate costs incurred and committed as at the date of termination.
- e) Breakthrough Cancer Research will be entitled forthwith to terminate 'The Grant' by written notice to the 'Host Institution(s)' if:
  - I. any of the information in the application transpires to be inaccurate in any material respect or any other information supplied for the purpose of drawing down 'The Grant' or any instalment thereof is inaccurate in any material respect or if the 'Host Institution(s)' or the Principal Investigator(s) fails to disclose any information which Breakthrough Cancer Research reasonably regards as material for the purposes of determining whether the 'Host Institution(s)' is entitled to be paid any part of 'The Grant';
  - II. the 'Host Institution(s)' fails to carry out the activities the subject matter of 'The Grant' with due diligence and in accordance with the timescale set out in the Grant Conditions;
  - III. an encumbrancer takes possession or a receiver is appointed over any of the property or assets of the 'Host Institution(s)';
  - IV. The 'Host Institution(s)' makes a voluntary composition with its creditors or is subject to an administration order;
  - V. the 'Host Institution(s)' goes into liquidation (except for the purpose of amalgamation or reconstruction and in such manner that the company resulting

- therefrom effectively agrees to be bound by or assume the obligations imposed on the 'Host Institution(s)' under the Grant Conditions);
- VI. anything analogous to any of the foregoing under the law of any other jurisdiction occurs in relation to the 'Host Institution(s)'; or
  - VII. the 'Host Institution(s)' ceases or threatens to cease to carry on business.
  - VIII. If the Principal Investigator(s):
    - i. Commits an act of bankruptcy;
    - ii. Is convicted of any criminal offence;
    - iii. Severs his connection with the Host Institution;
    - iv. In the reasonable opinion of Breakthrough Cancer Research relinquishes active direction of the Grant Funded Activities.
    - v. Does not initiate the Grant funded activities activity within sixty days of the commencement date of the Term.
- f) Either party shall be entitled forthwith to terminate this Agreement by written notice to the other if the other party commits a material breach of the Standard Conditions for Grants and, in the case of a breach capable of remedy, fails to remedy the same within 30 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied. A breach shall be capable of remedy if the party in breach can comply with the provision in question in all respects other than as to time of performance (provided time is not of the essence).

## **11. EFFECTS OF TERMINATION**

- a) Within sixty days of the termination date, the 'Host Institution(s)' shall furnish a report containing such information as may reasonably be required by Breakthrough Cancer Research together with an itemised accounting of costs incurred and expenditure of any Grant monies paid prior to the termination date.
- b) Where 'The Grant' is terminated in accordance with Clause 10 (c), the 'Host Institution(s)' shall be entitled to retain any part of 'The Grant' already paid but Breakthrough Cancer Research shall have no liability to pay further amounts of 'The Grant' but without prejudice to the liability of any party for any antecedent breach of this agreement.
- c) Where 'The Grant' is terminated by Breakthrough Cancer Research in accordance with Clause 10 (e), the 'Host Institution(s)' shall repay to Breakthrough Cancer Research
- d) The right to terminate 'The Grant' is without prejudice or any other right or remedy of either party in respect of any antecedent breach or where 'The Grant' has been terminated as a



result of a breach of the Standard Conditions for Grants shall be without prejudice to any other right or remedy in respect of the breach concerned or any other breach.

- e) Where Breakthrough Cancer Research is entitled to terminate 'The Grant' in accordance with the Standard Conditions for Grants, it may instead in its absolute discretion decide to reduce the amount of 'The Grant' or suspend payment of the same on such terms as in its absolute discretion it deems fit.
- f) The 'Host Institution(s)' shall repay to Breakthrough Cancer Research within sixty days any part of 'The Grant' which remains unspent at the end of 'The Term'.

## **12. FORCE MAJEURE, NO PARTNERSHIP**

- a) Neither Party shall be liable to the other in contract, tort or otherwise for any failure or delay in the performance of any of its obligations under the Grant that is caused by any event of force majeure including but not limited to an act of God, labour dispute or interruption or failure of utility service.
- b) Nothing in the Grant conditions shall constitute a partnership or joint venture or establish a relationship of agency between the parties.
- c) The express terms of this Agreement constitute the sole and entire agreement between the Parties in relation to its subject matter and supersedes all prior written and oral arrangements, understandings, representations, warranties and agreements between them in that regard (if any). Each Party acknowledges that it is not relying, and will not seek to rely, on any arrangement, understanding, representation, warranty, agreement, term or condition which is not expressly set out in this Agreement. All amendments and modifications to this Agreement including any additional agreements and notices pursuant to this Agreement shall require the written form duly signed for and behalf of each of the Parties.

## **13. DISPUTE RESOLUTION/ARBITRATION**

- a) All 'Parties' will use their best endeavours to negotiate in good faith and settle any dispute that may arise out of or related to 'The Grant', the Grant Funded Activities or the Grant Conditions or any breach of them. If any such dispute cannot be settled amicably through ordinary negotiations by authorised representatives of Breakthrough Cancer Research and the 'Host Institution(s)' and then mediation either party may refer it to arbitration by a sole arbitrator to be appointed in default of agreement between the parties.

- b) The Grant shall be governed by and construed in accordance with the laws of Ireland and the parties expressly and irrevocably submit to the jurisdiction of the Irish Courts.

## 14. CONTACT DETAILS

Each Party agrees that for the purposes of this contract agreement, a member of faculty or staff has been designated to act as Point of Contact for any queries in respect to grant award. In addition, a member of Finance has been designated to act as Point of Contact for any queries in respect to financial queries. The name and contact details for the designated persons are as follows:



### **Partner Name: Breakthrough Cancer Research**

#### **Partner representative:**

**Position:** Chief Executive

**Address:** Glenlee, Western Road, Cork

**Telephone:** 021-4226655

**E-mail:**

#### **Partner representative:**

**Position:** Finance Manager

**Address:** Glenlee, Western Road, Cork

**Telephone:** 021-4226655

**E-mail:** [eithne@breakthroughcancerresearch.ie](mailto:eithne@breakthroughcancerresearch.ie)



**Partner Name: University College Cork**

**Partner representative:**

**Position:**

**Address:**

**Telephone:**

**E-mail:**

**Partner Finance representative:**

**Position:**

**Address:**

**Telephone:**

**E-mail:**

# We have read and accept the above terms

Date:

Chief Executive

**Breakthrough Cancer Research**

Date:

Finance Manager

**Breakthrough Cancer Research**

Date:

\_\_\_\_\_  
Partner signature

**University College Cork**