

Terms and conditions of a Prevent Breast Cancer Grant

Payment of grant

Grants will usually be paid quarterly in arrears, however Prevent Breast Cancer will specify timings of payment for the grant and a schedule will be agreed with the grant holder's Finance Officer before funding is made available.

Funding will only be awarded on receipt of an invoice, which must clearly state the grant's reference ID.

Prevent Breast Cancer is not liable as employer of any persons to whom support may have been given.

Payment of invoices will not begin until an official start date has been confirmed by the grant holder. If your grant involves purchasing equipment, please notify the charity prior to placing an order.

Grant amounts agreed will not be increased or extended other than in exceptional circumstances and where funds are available. Applicants should include in the application form expected cost of salary rises over the period of the grant.

In the event that your project does not utilise the full Grant, and your project is overfunded, Prevent Breast Cancer reserves the right to: –

- reallocate unclaimed funds towards other costs or projects
- reclaim from you any unspent funds

Prevent Breast Cancer reserves its rights generally if you fail to comply with any reasonable requests for repayment of Grant funds and such will prejudice any future Grant applications.

Project management

General

Prevent Breast Cancer must receive advance written notification of any changes to personnel. Any changes to the principal investigator must also be approved, in writing, by the researcher and any co-applicants. Changes to PhD supervision must be approved, in writing, by the new supervisor, the second supervisor and the student. Prevent Breast Cancer must also approve any other changes to be made to the project itself.

Prevent Breast Cancer should also be notified of the following:-

- Any changes to the project e.g. dates, personnel or requests relating to the funding awarded
- Dissemination of your research – conferences, papers, posters and publications.
- Further funding awarded by a third party.

Prevent Breast Cancer reserves the right to undertake full financial and performance monitoring of research grants.

The Grant holders are expected to be actively engaged in their project and will remain responsible for conduct throughout.

Failure to comply with any of the above may risk withdrawal of the grant from Prevent Breast Cancer and may require the submission of a new application.

Reports and Publications

Prevent Breast Cancer will request a report on the progress of your grant every 6 months and a final report on completion of the project.

You may also be invited to present to relevant stakeholders either at a research meeting or directly to the Board of Trustees.

Failure to submit progress reports will prejudice any future support by Prevent Breast Cancer.

The grant holder must notify Prevent Breast Cancer, in advance of publication, of the acceptance of their abstract or paper for publication or presentation so that we can liaise with the publication's communications team and prepare a press release when appropriate.

Acknowledgement of the support of Prevent Breast Cancer is required in publications relating to the research including abstracts submitted to scientific meetings.

Prevent Breast Cancer's support should be acknowledged in published papers and abstracts and the Prevent Breast Cancer logo should be included on presentations. A jpeg of the logo will be sent to you for this purpose.

Electronic copies of abstracts and all published papers resulting from Prevent Breast Cancer funded/co-funded projects must be sent to Nikki Barraclough – nikki@preventbreastcancer.org.uk

In the case of PhD studentships and fellowships the recipient agrees to itemise the Prevent Breast Cancer award in his/her curriculum vitae and in any and all publications where the award is relevant. Our logo should also be used.

Publicity and Media Relations

It is important for the charity to raise its profile where appropriate; Prevent Breast Cancer supports and encourages the researcher to promote their Prevent Breast Cancer funded work with the media but strictly in consultation with the charity.

Prevent Breast Cancer will contact the researcher when appropriate to help respond to relevant media enquiries and PR initiatives about the charity's work.

When possible/ relevant Prevent Breast Cancer will promote the grant to national and local media and, may choose to write a press release for any publications or presentations that arise from the grant. Any media work undertaken by Prevent Breast Cancer will be carried out with the full involvement of the grant holder.

Intellectual Property

Prevent Breast Cancer's aim is to publish as widely as possible the outcome of its research into breast cancer prevention and early diagnosis. Prevent Breast Cancer (or its agents) shall not be under an obligation to protect intellectual property and materials where, in the parties reasonable opinion, there is insufficient commercial justification to do so.

The host institute shall allow Prevent Breast Cancer to visit, meet and discuss with Prevent Breast Cancer grantees the results of their research and any potential for protection of such Intellectual Property Rights and for the commercial exploitation of their research. If, in the opinion of Prevent Breast Cancer (or its agent), any results of Prevent Breast Cancer funded research are protectable or have a potential for commercial exploitation then Prevent Breast Cancer (or its agent) will inform the host institute.

The appropriate authority in the host institute and /or the grant holder is required to consider and inform Prevent Breast Cancer (or its agent) of any results produced from or arising during the course of Prevent Breast Cancer funded research and any rights in those results, including any patents, design rights, copyright and other industrial and intellectual property rights, whether registrable or not and all scientifically useful or commercially exploitable material, know-how and data relating to any invention arising from Prevent Breast Cancer funded research ("Intellectual Property Rights")

which might be suitable for commercial exploitation. Publication or any other form of public presentation of the results should not occur until after that consideration and all necessary steps to protect any Intellectual Property Rights have been taken. However, there should be no unnecessary delay before publication.

The host institute may elect to take all necessary steps to protect any Intellectual Property Rights, as may from time to time be identified by the host institute and /or Prevent Breast Cancer (or its agent) and notified by each of them to the other. If the host institute decides not to protect any Intellectual Property Rights, Prevent Breast Cancer (either itself or through its agent) may elect, but is not obliged, to take the necessary steps required to protect those Intellectual Property Rights. In this case, the host institute shall co-operate fully with Prevent Breast Cancer (or its agent) and ensure that their employees, contractors and agents do the same and will, upon Prevent Breast Cancer (or its agent's) request, assign to Prevent Breast Cancer (or its agent), at no cost (but without prejudice to paragraph 5), their respective whole right, title and interest in and to the results of any Intellectual Property Rights relating to those results.

All revenues generated through the commercial exploitation of the Intellectual Property Rights arising from research funded by Prevent Breast Cancer, shall following reimbursement of costs directly incurred in protecting the intellectual Property Rights and in carrying out the exploitation be divided equally between the host institute on the one hand and Prevent Breast Cancer on the other regardless of which undertook the commercial exploitation. In the event that parties other than those funded by Prevent Breast Cancer contribute to the generation of Intellectual Property Rights, the parties shall meet to agree who should assume responsibility for such action and a revenue share which reflects the relative contributions of all parties. Successful applicants must therefore advise Prevent Breast Cancer of all other financial assistance to their projects.

The host institute shall be solely responsible for rewarding the inventors and department in which the researchers are situated out of its share of the revenue net of the aforementioned costs.

The prior written agreement of Prevent Breast Cancer is required for any commercial exploitation of the research results and any Intellectual Property Rights, before the host institute or any individuals involved in Prevent Breast Cancer funded research enter into any agreement, accept any appointment or take any action, which involves agreeing with a third party to any restrictions on publication, or the early disclosure, of the results of their research.

Prevent Breast Cancer reserves the right to refuse such agreement or to grant agreement subject to such terms and conditions as Prevent Breast Cancer may decide.

For the avoidance of doubt, Prevent Breast Cancer reserves the right to vary its policy from time to time regarding ownership and exploitation of the Intellectual Property Rights and to change these Conditions accordingly.

Scientific Fraud/Integrity

In the event of fraud occurring, Prevent Breast Cancer wishes to make it clear that it is the responsibility of the employing authority to investigate this. If a case of scientific fraud is suspected in the course of the research, then Prevent Breast Cancer should be notified and kept informed of further developments. At the initial stages of the enquiry Prevent Breast Cancer would not normally suspend the grant. However, if adequate steps are not taken to proceed with the investigation, Prevent Breast Cancer will suspend the grant. If fraud is proven Prevent Breast Cancer will terminate the grant immediately.