



Conditions for the Award of a Grant

These Conditions and the Letter of Award and any financial summaries or policy guidelines appended to or referred to in the Letter) from the Paget's Association and the Acceptance of Conditions of Award signed by the grant holder ("the Grant Holder") and by the host institution ("the Host Institution") set out the entire agreement ("the Grant Contract") between the Paget's Association and the Grant Holder and the Host Institution for the award of the grant ("the Grant") specified in the Letter of Award.

If there is any conflict between these Conditions and the provisions of the Letter of Award or of any documents referred to in it, such provisions shall prevail.

The Host Institution must ensure that the Grant Holder and any co-applicants, comply with their obligations under the Grant Contract.

The Host Institution warrants that the person who signed the Acceptance of Conditions of Award on its behalf was duly authorised to do so and to bind the Host Institution to the Grant Contract.

1 EMPLOYMENT OF STAFF

- 1.1 The Paget's Association does not act as an employer and, therefore, in all cases where support is provided by the Grant for the employment of staff, the Host Institution or its permitted sub-contractor(s) must issue a contract of employment for such staff in accordance with the relevant laws and regulations. (Except as set out in Condition 14.3) The Paget's Association will not be responsible for, nor will it indemnify the Host Institution against, any claim for redundancy, compensation, dismissal or discrimination or any other claims for which the Host Institution or any permitted sub-contractor may be liable as an employer, or otherwise.
- 1.2 The Host Institution is responsible for the management, monitoring and control of all the work funded as the result of the Grant and all those persons (including employees, students and visiting fellows) employed or involved in any work funded as a result of the Grant.
- 1.3 The Host Institution must ensure that all permanent and temporary staff and students employed or involved in the work funded by the Grant receive training appropriate to their duties, in accordance with any applicable legal or regulatory requirements, including any necessary to support the requirement for management, monitoring and control as described in Condition 1.2.
- 1.4 The Host Institution must recruit all employees funded by the Grant in compliance with its requirements and recommendations for good practice in recruitment. The Paget's Association may require representation on recruitment panels in certain circumstances, in which case, this will be set out in the Letter of Award.

- 1.5 The salary and employment benefits to be provided and the length of contract to be issued will be a matter for agreement between the post holder, the Grant Holder and the Host Institution or its permitted sub-contractor.
- 1.6 The Paget's Association does not pay the cost of maternity, paternity or adoption leave (or other leave to which an employee is entitled by statute or his employment contract) for people employed on the Grant. As the Host Institution is the employer, it is responsible to discharge all employer statutory and contractual payments for such leave, including any entitlement to remuneration during leave for sickness or injury, and the Paget's Association will not supplement the Grant for this purpose.
- 1.7 The Host Institution must ensure that any permitted sub-contractor complies with Condition 1 in respect of any of its employees, students and visiting fellows funded by the Grant.

2 EQUIPMENT FUNDED BY THE GRANT

- 2.1 The Host Institution must ensure that any equipment funded by the Grant has adequate insurance cover. If the equipment is damaged, destroyed or stolen during its useful lifetime the Host Institution must repair or replace it. On payment of the Grant for the purchase of equipment, the Paget's Association has no liability to make further payments for the purchase if the equipment is not delivered to the Host Institution or the Grant Holder.
- 2.2 When purchasing equipment funded by the Grant, the Host Institution must adhere to its own standard procurement procedures.
- 2.3 Without prejudice to Condition 2.6, should the Grant Holder move to another institution within the United Kingdom during the period of the Grant or within 3 years of the end of the Grant period, the Paget's Association reserves the right to require that the equipment be transferred with them after discussion, as necessary, with the institutions concerned.
- 2.4 If the Grant is made for the purchase of large, multi-user items of equipment specifically to provide departmental infrastructural support and the Grant Holder moves to another institution, either during or following the end of the Grant period, the equipment will remain in the Host Institution.
- 2.5 If any equipment to be used by the Grant Holder or named co-applicants was provided by a previous Paget's Association grant, either to the current Grant Holder or to any other person, the Paget's Association will not provide funds for usage or access charges for the equipment in question. This Condition covers all equipment (including personal computers) purchased with funds provided by the Paget's Association.
- 2.6 The Host Institution must maintain the equipment during its useful lifetime so that it is capable of operating for its intended purpose. The equipment must not be disposed of during this period without the Paget's Association's prior written approval.

3 TRANSFER TO ANOTHER INSTITUTION

- 3.1 Should the Grant Holder or a named co-applicant move to another institution during the period of the Grant, the Grant may not transfer with them unless agreed by the Paget's Association, the Grant Holder and the Host Institution. The Paget's Association will not be obliged to provide additional grant monies as a result of such a transfer.
- 3.2 If the Grant Holder moves to another institution but the Paget's Association does not consent to the transfer of the Grant to that institution, the Host Institution must ensure that one of its employees, whose work is funded by the Grant, undertakes in writing to the Paget's

Association to be bound by this Grant Contract as if originally named as the Grant Holder (to the extent obligations remain to be performed by the Grant Holder).

4 CLINICAL TRIALS

- 4.1 The Host Institution shall, when carrying out clinical trials funded by the Grant,
 - 4.1.1 comply with all applicable laws and Department of Health ("DH") guidance relevant to the clinical trial and any other relevant statutory requirements and/or government guidance in force from time to time.
 - 4.1.2 conduct clinical trials in accordance with the terms of all relevant regulatory permissions and approvals.
 - 4.1.3 comply with Data Protection Act 2018 requirements and any relevant clinical trials medical confidentiality principles as may be in force from time to time;
 - 4.1.4 adhere to the principles on the review of patient identifiable information and materials in the Caldicott Committee Report on the review of patient identifiable information;
 - 4.1.5 not disclose and ensure that no third party discloses the identity of participants to third parties;
 - 4.1.6 (where it is intended that trial data is to be published) register the clinical trial on the International Standard Randomised Controlled Trials Number (ISRCTN) Register.

5 FINANCIAL ARRANGEMENTS

- 5.1 No payments of the Grant shall be made until both the Grant Holder and the Host Institution have signed the Acceptance of Conditions of Award relating to the Grant.
- 5.2 The maximum amount of Grant monies which may be claimed is specified in the Letter of Award. The Grant must be activated within 6 months of the scheduled start date stated in the Letter of Award. Any change to the start date of the Grant must be notified to the Paget's Association in advance.
- 5.3 (Except for grants for the purchase of equipment for which see Condition 5.4 below) payment of the Grant will be made to the Host Institution quarterly in arrears, unless otherwise specified, or agreed, subject to receipt by the Paget's Association of a duly completed claim setting out the costs properly incurred by the Host Institution during the preceding quarter which are covered by the Grant. The claim must contain sufficient detail to enable the Paget's Association to verify the costs incurred against the Grant headings in the financial summaries referred to in the Letter of Award. The Paget's Association may request such additional information from the Host Institution or the Grant Holder as is reasonably necessary to carry out such verification.
- 5.4 Payment of the Grant relating to expenditure properly incurred under the Grant for the purchase of equipment will be made to the Host Institution within 21 days of receipt of a claim for payment.
- 5.5 The final instalment of the grant will be only paid after receipt of the final report and its approval by the Paget's Association and an invoice must be submitted within 6 months of the end of the Grant period.
- 5.6 The control of expenditure to be funded under the Grant must be governed by the normal standards and procedures of the Host Institution and must be covered by the formal audit arrangements that exist in the Host Institution.

- 5.7 At the Paget's Association's request the Host Institution must obtain confirmation from its internal auditors of the following:
- 5.7.1 that the annual accounts of the Host Institution have been audited by the auditors without qualification.
- 5.7.2 that the management letter from the auditors confirmed that proper systems of internal control were in place, and that there were no matters that did or could significantly affect the administration of grants awarded by the Paget's Association.
- 5.7.3 that the Grant has been used for the purpose for which it was awarded.
- 5.8 The Paget's Association may, both during and after the Grant period, appoint auditors of its own choice to request confirmation from the external or internal auditors of the Host Institution of amounts paid by the Paget's Association in respect of the Grant. In addition, the Paget's Association may, both during and after the Grant period, at its cost, commission a separate audit of the Grant, the expenditure incurred on the Grant funded work and/or the systems used by the Host Institution to administer the Paget's Association grants, including the system of equipment procurement, and, in so doing, it may or may not seek to use the internal audit function of the Host Institution.
- 5.9 The Paget's Association may on reasonable notice during normal business hours, both during and after the Grant period, inspect either itself or by its authorised representatives the records of the Host Institution and any permitted sub-contractor relating to the Grant, the work funded by the Grant and the expenditure incurred on such work and any equipment or facilities funded by the Grant and take copies at the Paget's Association's expense. The Host Institution shall ensure that the Paget's Association has such access to a sub-contractor's records.
- 5.10 The Grant may be automatically terminated (without any liability of the Paget's Association) if it is not activated within 6 months of the scheduled start date set out in the Letter of Award or if the Host Institution has not made any claims for payment within a 6 month period.
- 5.11 The Paget's Association may demand reimbursement of any overpayment of the Grant.

6 WITHHOLDING OF GRANT

If the Grant Holder or the Host Institution has failed to comply with this Grant Contract, the Paget's Association may withhold payment of any instalment of the Grant until the non-compliance is remedied to the Paget's Association's reasonable satisfaction.

7 REPAYMENT OF GRANT

The Paget's Association may by written notice to the Host Institution demand within 21 days repayment of the Grant made to the extent of that part of the Grant (if any) which:

- 7.1 has not been applied for the Grant purposes stated in the Letter of Award; or
- 7.2 has been spent on items of expenditure not allowed by the Grant Contract; or
- 7.3 has been paid by the Paget's Association for items of expenditure which have also been funded directly by a third party other than the Host Institution.

8 FUNDING FROM INDUSTRY OR COLLABORATIVE FUNDERS

- 8.1 Each of the Host Institution and the Grant Holder agree not to accept funding, drugs, human tissue, materials or other support from pharmaceutical, biotechnology and other healthcare commercial companies ("Industry Support") for an activity which is funded by the Grant

without the Paget's Association's prior written consent (including the Paget's Association's consent to the terms thereof and any exploitation by such companies of intellectual property arising from such activity).

8.2 Each of the Host Institution and the Grant Holder must notify the Paget's Association promptly (giving reasonable details) if they receive, and wish to accept, an offer of Industry Support in regard to work supported in part or in full by the Grant.

8.3 Each of the Host Institution and the Grant Holder must notify the Paget's Association promptly (giving reasonable details) if they receive, and wish to accept, an offer of Collaborative funding in regard to work supported in part or in full by the Grant other than any such funding outlined in the application.

9 LIMITATIONS OF THE PAGET'S ASSOCIATION'S LIABILITY

9.1 (Except for its obligations to pay the Grant in accordance with the Grant Contract and as set out in these Conditions), the Paget's Association accepts no responsibility, financially or otherwise, for the expenditure (or liabilities arising out of such expenditure) or liabilities arising out of work funded by the Grant. The Paget's Association will not be liable for, and will not indemnify the Host Institution, the Grant Holder, any named co-applicants and anyone else engaged on work supported by the Grant against, claims, costs, expenses and liabilities for which any such person may be liable.

9.2 The Host Institution is responsible for all acts and omissions of its employees and students (or those of any permitted sub-contractor) in connection with work funded by the Grant.

9.3 Nothing in this agreement excludes or limits the Paget's Association's liability for fraud or for death or personal injury arising from its negligence.

10 INTELLECTUAL PROPERTY AND COMMERCIAL ACTIVITIES

10.1 The Host Institution must:

10.1.1 develop and implement strategies and procedures for the identification, protection, management and exploitation of all intellectual property created or acquired in connection with an activity funded by the Grant (intellectual property includes without limitation all inventions, discoveries, materials, technologies, products, data, databases, software, patents, copyright and know-how) ("the Paget's Association Funded IP");

10.1.2 notify the Paget's Association promptly when the Paget's Association Funded IP that may be of medical or commercial value is created, and ensure that such Paget's Association Funded IP is protected and not published or otherwise publicly disclosed prior to protection (whilst at the same time ensuring that potential delays in publication are minimised);

10.1.3 permit the Paget's Association to have reasonable access to personnel, facilities and information utilised in, or created or acquired pursuant to, an activity funded by the Grant or the exploitation envisaged under this Condition 10;

10.1.4 ensure that all persons in receipt of the Paget's Association funding or working on an activity funded by the Grant (including employees, students, visiting fellows and sub-contractors) are employed or retained on terms that vest in the Host Institution all the Paget's Association Funded IP;

10.1.5 inform the Paget's Association of any proposal to exploit the Paget's Association Funded IP (giving reasonable details);

- 10.1.6 not enter into any agreement for the exploitation of the Paget's Association Funded IP without the Paget's Association's prior written consent, such consent not to be unreasonably withheld.
- 10.2 No Paget's Association Funded IP may be exploited in any way without the Paget's Association's prior written consent, such consent not to be unreasonably withheld. Exploitation includes use for any commercial purpose or any licence, sale, assignment, materials transfer or other transfer of rights. As a condition of granting such consent, the Paget's Association will require the Host Institution to agree terms of exploitation including the sharing of the benefits arising from the exploitation in accordance with Condition 11 below.
- 10.3 If the Host Institution does not protect or exploit any Paget's Association Funded IP to the Paget's Association's satisfaction, the Paget's Association shall have the right, but not a duty, to protect, manage and exploit such Paget's Association Funded IP. The Host Institution must, and must ensure that its employees, students, agents and sub-contractors, do all acts required to assist the Paget's Association in such protection, management and exploitation.
- 10.4 The Host Institution shall ensure that separate and accurate records are maintained of the commercial exploitation of the Paget's Association Funded IP and access for the Paget's Association or its appointed representative to inspect and audit such records and to take copies at the Paget's Association's expense.
- 10.5 In order to support the Paget's Association's obligation to ensure that the useful results of research that it funds are applied for the public benefit, the Host Institution must permit the Paget's Association free use of any published material and the copyright therein created or acquired in connection with an activity funded by the Grant. The Paget's Association undertakes to give due acknowledgement of the Host Institution and Grant Holder in any publication.
- 10.6 Condition 10 shall continue to apply after termination of the Grant Contract.

11 INTELLECTUAL PROPERTY REVENUES AND EQUITY SHARING

Revenue or equity benefits resulting from the exploitation of the Paget's Association Funded IP are to be shared as follows:

11.1 Technology transfer fees

The organisation exploiting the Paget's Association Funded IP will be entitled to receive a percentage of Net Income received as follows ("Technology Transfer Fee"):

Cumulative Net Income	Technology Transfer Fee
£0 to £100,000	30%
£100,001 to £500,000	25%
Greater than £500,000	20%

"Direct Costs" are all costs reasonably incurred by such organisation exclusively attributable to the exploitation of the Paget's Association Funded IP, including patent fees and professional costs.

"Net Income" is all income received in respect of the exploitation of the Paget's Association Funded IP less Direct Costs.

11.2 **Host Institution and the Paget's Association revenue sharing**

Net Income received less Technology Transfer Fees shall be distributed between the Host Institution and the Paget's Association in the following proportions:

Cumulative Net Income	Host Institution & Inventors	The Paget's Association
£0 to £100,000	65%	35%
Greater than £100,000	60%	40%

The Host Institution is responsible for any distribution to the inventor(s) from its share of net income.

11.3 **Equity Sharing**

Any sharing of equity between the Host Institution or the Grant Holder or the Paget's Association or others (which includes shares, loan stock, debenture stock and options and other interests in a company) which arises from exploitation of Paget's Association Funded IP must be agreed with the Paget's Association.

11.4 Condition 11 shall continue to apply after termination of the Grant Contract.

12 **GOOD SCIENTIFIC PRACTICE**

12.1 The Paget's Association requires the highest standards of integrity to be adhered to by the researchers whom it funds with the Grant. The Host Institution must have in place its own published standards of good research practice and formal written procedures for the investigation of allegations of scientific misconduct and shall make those available to the Paget's Association on request. Such standards must take into account the Association of Medical Research Charities' 'Guidelines on Good Research Practice'.

12.2 In the event of any investigation of scientific misconduct, both during or after the Grant period, involving research or researchers funded by the Grant:

12.2.1 The Paget's Association must be informed within 7 days of the Host Institution initiating any such investigation of scientific misconduct. The Paget's Association reserves the right to suspend the Grant in the event of any suspension of staff paid from the Grant while the investigations are ongoing.

12.2.2 The Paget's Association must be informed immediately of the outcome and reserves the right to take any further action it may feel appropriate, including termination of the Grant with immediate effect.

12.2.3 If publications have been produced where academic fraud has been established, the Host Institution must ensure that appropriate errata and/or retractions are promptly published and that the Paget's Association is notified promptly of all such actions.

12.3 Each of the Host Institution and the Grant Holder must comply, and must ensure that any permitted sub-contractor complies, with all relevant laws, regulations and Government guidance applicable to, and obtain and maintain all licences and approvals required for, the research funded by the Grant in each country in which it is conducted, and also any regulations and policy of the Host Institution relating to the use of animals in research.

12.4 The Host Institution must ensure that the useful results of the research are disseminated. The Host Institution must properly evaluate the research before it is published and, if the

results are to be published in a reputable scientific or medical journal, may rely on an evaluation of quality by the journal concerned.

13 PROGRESS REPORTS, PUBLICATIONS AND PUBLICITY

- 13.1 The Grant Holder must report on the outcomes of the Grant annually and at the end of the grant, in a format prescribed by the Paget's Association. The Paget's Association reserves the right to request interim reports in writing or by interview during the Grant or subsequently.
- 13.2 The Grant Holder must assist the Paget's Association to raise awareness or help it's fundraising by speaking at or attending events when requested, and speaking to the press about research funded by the Grant.
- 13.3 The Grant Holder must co-operate fully with the Paget's Association in carrying out assessments of the success or failure of all of its funded work, both during and after the period of the Grant. This may include recommendations to build on individual pieces of work.
- 13.4 The Grant Holder should note that failure to submit a report or to co-operate with the Paget's Association's assessment of their work may cause the Paget's Association to withhold payment of the Grant and refuse to consider further grant requests from the Grant Holder and their department.
- 13.5 The Grant Holder and the Host Institution must acknowledge the Paget's Association in all publications and presentations arising from work carried out under the Grant and in all correspondence and advertisements relating to the appointment of staff to work in connection with the Grant. When acknowledging the Paget's Association support, the Paget's Association grant reference number must be quoted.
- 13.6 On acceptance for publication of articles in peer reviewed journals, the Paget's Association must be informed. The Grant Holder and the Host Institution must inform the Paget's Association well in advance of any intended press statement associated with the Grant or wholly or partly with the research funded by the Grant. The Grant Holder must support a press release announcing the award of the Grant.
- 13.7 The Paget's Association recognises that publication of the results of research funded by the Grant may need to be delayed for a reasonable period while seeking protection of intellectual property arising from the research. However, any such periods of delay in publication should be kept to a minimum.

14 TERMINATION OF GRANT

- 14.1 The Paget's Association may terminate its obligations to pay the Grant and the Grant Contract:
 - 14.1.1 (where there has been no material breach of the Grant Contract by the Host Institution or the Grant Holder) immediately on written notice to the Host Institution and the Grant Holder; or
 - 14.1.2 immediately by written notice to the Host Institution and the Grant Holder if the Grant Holder or the Host Institution is in material breach of the Grant Contract and (if capable of remedy) fails to remedy the breach within 30 days of a written request to do so.
- 14.2 On termination, the Paget's Association will reimburse the Host Institution for expenditure properly incurred under the terms of the Grant up to the termination date (to the extent not already covered by a previous Grant payment).
- 14.3 If the Paget's Association terminates pursuant to Condition 14.1.1 (but not otherwise) and the full amount of the Grant has not been paid at the termination date, it shall reimburse to the Host Institution any redundancy or other liabilities arising out of the termination of

employment it incurs directly as a result of the termination of the Grant but only in respect of any staff who had been funded by the Grant. The amount reimbursed shall not exceed the amount of the Grant which would otherwise have been payable in respect of the period after the termination date.

14.4 Termination of the Grant shall not affect the continuance of any provision of the Grant Contract expressly or implicitly surviving termination.

14.5 As at termination of this Grant Contract the accrued right of the parties to the Grant Contract shall not be affected (subject to Condition 14.2).

15 VARIATION OF CONDITIONS

15.1 The Paget's Association may at any time propose a variation to any of, or an addition to, these Conditions, such a variation or addition shall not be effective unless approved in writing by the Grant Holder, Host Institution and the Paget's Association.

15.2 A proposed change to the end date of the Grant must be notified to the Paget's Association for approval which shall not be unreasonably withheld.

16 GENERAL

16.1 A person who is not a party to this Grant Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 (as modified or re-enacted) to enforce any of its terms.

16.2 Neither the Host Institution nor the Grant Holder may assign the benefit of this Grant Contract, or sub-contract the performance of its or their obligations, without the Paget's Association's prior written consent, such consent not to be unreasonably withheld.

16.3 If a notice has to be given under this Grant Contract, it must be sent by first class recorded delivery post or by electronic communication to the recipient at the address notified for that purpose and will be regarded as received within 2 days of posting or 24 hours after the transmission of the electronic communication.

18.4 This Grant Contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Grant Contract, but all the counterparts shall together constitute the same agreement.

17 GOVERNING LAW

This Grant Contract shall be governed by, and construed in accordance with, the laws of England. The Grant Holder, the Host Institution and the Paget's Association irrevocably submit to the exclusive jurisdiction of the Courts of England to settle any dispute or claim which arises out of this Grant Contract.