

**TERMS AND CONDITIONS
OF
TENOVUS CANCER CARE PHD STUDENTSHIP GRANT REFERENCE «Tenovus_ID»**

BACKGROUND

- A. The Principal Researcher and the Host Institution have made an application to Tenovus Cancer Care to obtain a grant to fund/part fund a research project which is the subject of a PhD studentship.
- B. Tenovus Cancer Care has agreed to pay to the Host Institution grant funding on the terms set out in this Agreement.

1. DEFINITIONS

- a. In this Agreement the following words shall have the following meanings:-

Agreement means these terms and conditions and the Grant Letter and any variations thereto agreed in writing between the Parties from time to time.

Background IPR means all Intellectual Property other than Foreground IPR owned or controlled by any Party prior to the commencement of or independently from the Research Project and which the owning Party contributes or uses in the course of the Research Project;

Confidential Information means any information which has been designated as confidential by either Party in writing or which ought to be considered as confidential by reasonable inference (however it is conveyed or on whatever media it is stored) and which may include without limitation information which relates to the scientific, research and/or business, affairs of a Party, Intellectual Property Rights, know-how of either Party, all personal data and sensitive personal data within the meaning of the Data Protection Act 1998;

EIR means the Environmental Information Regulations 2004 (as amended from time to time);

FOIA means the Freedom of Information Act 2000 (as amended from time to time).

Foreground IPR means an Intellectual Property arising from the Research Project.

Grant Application Proposal means the proposal provided by the Principal Researcher and/or the Host Institution to Tenovus Cancer Care setting out the proposed scientific and financial details of the Research Project and any amendments made to such proposal as agreed in writing by the Parties.

Grant Funding means the sum of money payable by Tenovus Cancer Care to the Host Institution as set out in the Grant Letter.

Grant Letter means the grant letter awarding the Research Project attached to these terms and conditions.

Grant Period means the period for which the Grant Funding is to be provided to the Host Institution as set out in the Grant Letter.

Grant Reference means the grant reference number set out in the Grant Letter.

Host Institution means the Host Institution as named in the Grant Letter.

Intellectual Property means intellectual property of any description including but not limited to all inventions, designs, information, specifications, formulae, improvements, discoveries, know-how, data, processes, methods, techniques and the intellectual property rights therein, including but not limited to, patents, copyrights, database rights, design rights (registered and unregistered), trademarks, trade names and service marks, applications for any of the above.

Materials means all and any media incorporating Intellectual Property or on which Intellectual Property is recorded or stored or in which Intellectual Property subsists.

Principal Researcher means the person responsible for supervising the Research Project and named as such in the Grant Letter.

Protective Application means any application for a patent, registered design or other protection available by means of registration in any jurisdiction.

Research Personnel means the Students, visiting scientists and others working with them, be it temporarily or otherwise, including the Principal Researcher.

Research Project means the research project summarised in the Grant Letter.

Researchfish means the grants evaluation tool used by Tenovus Cancer Care to collect grant outcomes.

Results means all information, know-how, results, inventions, software including Foreground IPR identified or first reduced to practice or writing in the course of the Research Project.

Student means the student benefiting from the Grant Funding and assisting in the performance of the Research Project.

Tenovus Cancer Care means Tenovus Cancer Care of 9th Floor Gleider House, Llanishen, Cardiff, UK (CRN 943501), registered charity (Charity Number: 1054015) and Company Limited by Guarantee (Reg. No. 943501).

Working Day means Monday to Friday excluding UK statutory bank holidays.

- b. The terms **Host Institution** and **Tenovus Cancer Care** shall, where appropriate, include their duly authorised agents.
- c. The terms **Party** and the **Parties** mean Tenovus Cancer Care and or the Host Institution as appropriate.

2. DURATION

- a. This Agreement shall commence on the date of the Grant Letter and shall continue for the Grant Period unless terminated in accordance with Clauses 12 and 13.
- b. The Grant Period may be extended by the written agreement of an authorised representative for each Party in accordance with Clause 3.

3. OBLIGATIONS OF THE PARTIES

- a. Tenovus Cancer Care shall pay to the Host Institution the Grant Funding in accordance with Clauses 6 and 7.
- b. The Host Institution agrees to carry out the Research Project and use the Grant Funding in accordance with the Grant Application Proposal.
- c. The Host Institution shall inform Tenovus Cancer Care promptly if for any reason it is unable or unlikely to fulfil the Research Project in accordance with the Grant Application Proposal.
- d. The Host Institution shall report to Tenovus Cancer Care summarising the progress of the Research Project at such times as reasonably requested by Tenovus Cancer Care. This should be completed within one calendar month of the request. Such reports shall be in a form agreed between the Parties and may include a scientific and financial summary of the progress of the Research Project. Tenovus Cancer Care reserve the right to withhold further funding until the report is received and accepted by the relevant committee.
- e. Upon completion of the Research Project, the Host Institution shall provide a final report on the outcomes of the Research Project to Tenovus Cancer Care including details of how the Research

Project has benefited patients or the wider understanding of the Research Project subject matter. This report should be completed within three calendar months of the request. This will include submitting information to Researchfish when reasonably requested by Tenovus Cancer Care for up to 5 years after completion of the Research Project as well as a separate final report.

- f. Failure to submit a final report that has been deemed as satisfactory by Tenovus Cancer Care can result in the Principal Researcher being ineligible to apply for further funding in any capacity from Tenovus Cancer Care. This suspension would be withdrawn with immediate effect following acceptance of a satisfactory final report.
- g. The Host Institution shall provide adequate premises to house the Research Project, comprising (as relevant) a laboratory, administrative office space and any other premises reasonably required by the Research Personnel.
- h. The Host Institution shall use all reasonable endeavours to provide scientific facilities, to obtain requisite materials, equipment, personnel and any other support reasonably required by the Research Personnel to undertake the Research Project.
- i. The Host Institution shall promptly notify Tenovus Cancer Care as soon as it is aware that the Principal Researcher is unwilling or unable to continue the Research Project at the Host Institution and in accordance with the Grant Application Proposal. The Parties will discuss whether it is reasonable to find a replacement within a reasonable timescale and without prejudice to the terms of the Grant Letter.
- j. The Host Institution shall promptly notify Tenovus Cancer Care as soon as it is aware that the Research Project will require an extension whether this is a funded (budgetary implication) or no cost extension (delay to the start of the Research Project or time extension). This could include, but is not limited to; change in material suppliers, maternity/paternity leave, illness, change in personal circumstances. The host institution should request the appropriate extension, detailing the reason(s) for justification in both cases.
- k. Should the Host Institution request a no cost extension, Tenovus Cancer Care will discuss whether a reasonable request has been made and allow or deny the time only, no cost extension. The researcher must provide reasons for this request alongside a viable timeline toward completion. A decision letter will be sent to the Principal Researcher. A maximum of one extension per grant is permissible.
- l. Should the Host Institution request a funded extension, the relevant committee alongside Tenovus Cancer Care will view the justification for consideration. The researcher must provide reasons for this request alongside a breakdown of costs and a viable timeline toward completion. A decision letter will be sent to the Principal Researcher. A maximum of one extension per grant is permissible.
- m. It is the responsibility of the Host Institution to ensure compliance with all legal requirements and ethics approval/s as required and necessary for the performance of the Research Project. In all studies involving patients, patient tissue or patient information the necessary ethical approval must be obtained before any research is undertaken and the appropriate documentation submitted with the application if available. A copy of evidence of ethical approval must be provided to Tenovus Cancer Care at the earliest possible opportunity.
- n. Tenovus Cancer Care expects all people involved in funded research to treat each other with dignity and respect, and consider bullying and harassment of any kind, in any context, unacceptable. It is the Host Institution's responsibility to:
 - i. Adopt a formal policy that clearly sets out the standards of behaviour it expects from staff and the procedure for making and responding to complaints.
 - ii. Require that any sub-grantee or sub-contractor have an equivalent policy in place
 - iii. Follow Tenovus Cancer Care procedures about notification of misconduct:
 - a. At application stage: confirm that there have been no findings of bullying or harassment upheld against the Lead Applicant(s), nor any other named participants on the application proposed.
 - b. During funding: where a decision is made to investigate formally an allegation of bullying or harassment against an individual named on an active grant, the Host Institution must inform Tenovus Cancer Care when they decide to investigate formally
 - iv. Investigate allegations of bullying and harassment in an impartial, fair and timely manner, ensuring the rights of employees involved are protected, and take appropriate action. If the Host Institution is advised by the investigator(s) that a disciplinary procedure is warranted, Tenovus Cancer Care expect institutions to complete the disciplinary procedure such that a formal

- finding can be reached.
- v. Ensure no agreements are entered into which prevent Host Institutions from telling Tenovus Cancer Care of investigation findings.

4. PUBLICATION

- a. Notwithstanding Clause 5 (Confidential Information) Tenovus Cancer Care recognises that under the Host Institution's policy, the Results must be publishable, and agrees that the Student and/or the Host Institution shall be permitted to present at symposia, national or regional professional meetings, and to publish in journals or otherwise of their own choosing, methods and Results.
- b. The Host Institution shall ensure that it does not nor does it permit the publication or other disclosure of any information that would prejudice the registration or other protection of any Foreground IPR.
- c. Neither Tenovus Cancer Care nor the Host Institution wishes to prevent the Student from publishing information about the Research Project in accordance with normal academic custom, however, to ensure that any Foreground IPR is properly protected the Host Institution shall procure that the Student gains the approval of the Principal Researcher prior to making any publications or discussing the Research Project with persons other than the Research Personnel.
- d. Subject to the provisions of Clause 4 (j), at the conclusion of the Research Project, the Host Institution shall use reasonable endeavours to publish the Results.
- e. Subject to the provisions of Clause 4(j) , the Principal Researcher and Host Institution may arrange for the publication of interim Results or any other reports arising from or relating to the Research Project at any time during the Grant Period.
- f. The Principal Researcher and Host Institution shall give Tenovus Cancer Care advance warning of each proposed publication, including where relevant, the name and address of the journal or broadcasting station or website (including intranet) concerned, the proposed date of publication or broadcast and a summary of the content.
- g. The Principal Researcher and Host Institution shall ensure that an acknowledgement of the funding and other support provided by Tenovus Cancer Care is made in all published material in whatever media used about or arising from the Research Project in accordance with Clause 6(a).
- h. The Principal Researcher and Host Institution shall ensure that electronic copies of all published material shall be sent to Tenovus Cancer Care following publication. This includes findings or data from research funded by Tenovus Cancer Care in journal articles or abstracts in print or web-based journals and in abstracts or posters to be presented, or in talks to be delivered, at conferences.
- j. If a Party wishes to publish material relating to Results from, or other the outcome/s of, the Research Project it shall first obtain the consent of the other Party (which shall not be unreasonably withheld or delayed). To the extent that Tenovus Cancer Care wishes to publish material which does not require getting consent (or that consent is given) then the Principal Researcher and Host Institution shall on request provide to Tenovus Cancer Care all assistance reasonably required to enable Tenovus Cancer Care to complete press releases and informative articles relating to the Research Project.
- k. The Host Institution shall be entitled to use the Results for its non-commercial research and teaching purposes provided this shall not lead to any external disclosure of the relevant Results (or jeopardise the protection of the Intellectual Property) except for agreed publication in accordance with Clause 4g and that Tenovus Cancer Care funding and any other support is acknowledged.

5. CONFIDENTIAL INFORMATION and FREEDOM OF INFORMATION

- a. Each Party shall treat as strictly confidential the Confidential Information belonging to the other Party and shall (i) use Confidential Information only for the purposes of this Agreement (ii) not disclose Confidential Information to any person other than as permitted pursuant to the terms of this Agreement.
- b. Each Party shall restrict access to the Confidential Information belonging to another Party on a 'need-to-know basis' and shall ensure that any employees, students or consultants to whom Confidential Information is disclosed hold the Confidential Information upon conditions of

secrecy as set out in this Agreement.

- c. The provisions of this Clause 5 shall not apply to any Confidential Information:
- (i) which at the time of receipt by a Party is in the public domain; or
 - (ii) is published or generally available to the public through no fault of the receiving Party, its employees or consultants; or
 - (iii) is in the possession of the receiving Party prior to the date of this Agreement and which is not subject to a duty of confidentiality; or
 - (iv) is independently developed by the receiving Party and which is not subject to a duty of confidentiality; or
 - (v) which after its receipt by a Party is made public by a third party acting without impropriety in so doing; or
 - (vi) which is published by the Student and/or the Host Institution following its or their compliance with the procedure detailed in Clause 4. (Publication)
- d. The obligations of confidentiality set forth in this Clause 5 shall not apply to any Confidential Information to the extent it is required to be disclosed by applicable law, an order of a court of law or by a supervisory or regulatory body to whose rules the receiving Party is subject or with whose rules it is necessary for the receiving Party to comply, provided that the receiving Party shall inform the disclosing Party as soon as possible and the disclosing Party be given the opportunity, if time permits, to make appropriate representations or take such action as it feels necessary, at its cost, to attempt to prevent or limit the disclosure of such Confidential Information.
- e. Subject to the obligations of confidentiality contained in this Clause 5, nothing in this Agreement shall prevent any registered student of the Host Institution from submitting for a degree of the Host Institution a thesis based on the Results, the examination of such a thesis by examiners appointed by the Host Institution, or the deposit of such a thesis in a library of the Host Institution in accordance with the relevant procedures of the Host Institution.
- f. Tenovus Cancer Care acknowledges that the Host Institution is subject to requirements under the EIR and FOIA and shall assist and cooperate with Host Institution to enable Host Institution to comply with any such Information disclosure requirements.
- g. Where the Host Institution receives a request to disclose any information that, under this Agreement, is Tenovus Cancer Care's Confidential Information, it will notify Tenovus Cancer Care and will consult with Tenovus Cancer Care. Tenovus Cancer Care shall respond to the Host Institution within 5 working days after receiving the Host Institution's notice of the request. In the event that Tenovus Cancer Care fails to respond within the requisite period, the Host Institution reserves the right to disclose any such Information it deems appropriate.
- h. The Host Institution shall be responsible for determining (acting reasonably) whether the Information is:-
- i. exempt from disclosure in accordance with the EIR or FOIA;
 - ii. to be disclosed in response to a request for information under the EIR or FOIA and in no event shall Tenovus Cancer Care respond directly to a request for information unless expressly authorised to do so by the Host Institution;
- i. Tenovus Cancer Care acknowledges that the Host Institution may be obliged under the EIR or FOIA to disclose Information following consultation with Tenovus Cancer Care and having taken its views into account.

6. ACKNOWLEDGEMENT OF SUPPORT FROM TENOVUS CANCER CARE

- a. All publications, media and presentations regarding the Research Project or the outcomes of the research shall acknowledge the support of Tenovus Cancer Care and, where possible, display the Tenovus Cancer Care logo. Additionally, all references to Tenovus Cancer Care funded work placed on websites, electronic bulletin boards or similar shall clearly state that the work is funded by Tenovus Cancer Care and, where practical, shall include a link to the Tenovus Cancer Care website, www.tenovuscancercare.org.uk.

- b. Whenever the logo is used, the Host Institution and Student must adhere to Tenovus Cancer Care's branding guidelines which will be provided by Tenovus Cancer Care along with multi format versions of the logo and associated branding within seven Working Days of this Agreement being signed by both Parties and shall promptly provide any updates and or amendments as may be issued from time to time.
- c. Funding for the Student shall be acknowledged in a visible and appropriate location in the Host Institution at all times during the Grant Period through the placing in a prominent position of a sign or signs provided by Tenovus Cancer Care on commencement of funding if available.
- d. Whilst it is acknowledged that the Student may sit within a laboratory or office funded by another funding body/charity/trust or similar organisation, the specific work or research outputs of the Student shall not be attributed to the funding of any funding body other than Tenovus Cancer Care, save to the extent that the Student is co-funded and in which case, the Student shall be permitted to comply with the acknowledgement and branding requirements of any and all such co-funder/s.
- e. In all press, media and publications the Student shall have his/her Tenovus Cancer Care affiliation indicated at all times.

7. PUBLICITY AND PUBLIC ENGAGEMENT

- a. The Host Institution shall ensure that the Principal Researcher and Student use reasonable endeavours to co-operate with Tenovus Cancer Care over any publicity or fundraising activity relating to the Research Project.
- b. Subject always to the obligations of confidentiality under this Agreement and the publication procedures in Clause 4 (j), Tenovus Cancer Care reserves the right at its own discretion to use data or other material from research that it funds as part of its fundraising or publicity activities.
- c. The Principal Researcher may be requested to host a laboratory tour and discuss with supporters and or potential supporters the work funded by Tenovus Cancer Care. The Host Institution/Principal Researcher will not unreasonably refuse a request from Tenovus Cancer Care to host such a tour subject to reasonable advance notice being provided by Tenovus Cancer Care together with prior agreement of the Parties regarding the logistical details of the tour and discussion.

8. STUDENT

- a. The Host Institution shall engage the Student in accordance with its standard policies and procedures and under its standard terms and conditions and shall be fully responsible in all respects for ensuring that the Student is aware of and complies with the terms and conditions of this Agreement to the extent relevant and applicable to the Student.
- b. Under no circumstances shall the Student be considered to be employed by Tenovus Cancer Care.
- c. The Host Institution shall, for Tenovus Cancer Care's accounting purposes, notify Tenovus Cancer Care as soon as reasonably possible of the name and dates of appointment of the Student and keep Tenovus Cancer Care fully and promptly advised of any alterations thereto.
- d. In the event that the Host Institution shall take any disciplinary or other action resulting in or that could result in dismissal or suspension of the Student, the Host Institution shall notify Tenovus Cancer Care within a reasonable period of such action and will, subject to any obligations of confidentiality, notify Tenovus Cancer Care of the progress and outcome of such action. Tenovus Cancer Care shall not have any input in any such disciplinary or other proceedings.

9. PAYMENT

- a. Tenovus Cancer Care will reimburse the Host Institution's reasonable expenditure incurred in accordance with the Grant Application Proposal quarterly in arrears upon receipt of an invoice bearing the Tenovus Cancer Care Grant Reference together with reasonable supporting evidence and subject to any further reasonable explanations Tenovus Cancer Care may require. Claims should be submitted in a timely manner no later than thirty (30) days after the quarterly period. All claims shall be submitted to Tenovus Cancer Care, 9th Floor, Gleider House, Ty Glas Road, Cardiff CF14 5BD or Accounts@tenovuscancercare.org.uk and marked for the attention of the Accounts Department unless otherwise notified to the Host Institution in writing.

- b. Tenovus Cancer Care will not pay the final quarter of the grant until the principle researcher has submitted a final report which is deemed satisfactory by Tenovus Cancer Care.
- c. Expenditure in accordance with this Agreement must be reclaimed within 12 months of being incurred by the Host Institution and Tenovus Cancer Care may not settle any claims falling outside this period.
- d. Tenovus Cancer Care shall pay the Host Institution within thirty (30) days following receipt of a valid claim submitted in accordance with Clause 9a and 9b.

10. INTELLECTUAL PROPERTY ARISING FROM THE RESEARCH

- a. The Parties' aim is to exploit the fruits of the Research Project so that the understanding, diagnosis and effective treatment of cancer is maximised.
- b. The Host Institution and Tenovus Cancer Care acknowledge to each other that title to their respective Background IPR (if any) remains their own and that in so far as they are legally able to grant to the other a non-exclusive, non-assignable, royalty free licence to that Background IPR for the purpose of carrying out the Research Project (but only to the extent that such a licence is necessary to carry out the Research Project) they hereby do so. Neither Party may grant any sub-licence to use the other's Background IPR licensed to it.
- c. The Host Institution shall own the Results and the Foreground IPR and subject to Clause 10 i. may take such action as it decides in its discretion from time to time and at its expense to protect the Foreground IPR including the filing and prosecution of any patent applications in respect of Foreground IPR. In respect of the Student and any other third party such as Research Personnel, employees or contractors involved in the Research Project the Host Institution will ensure that each of them as appropriate assigns any Intellectual Property they may have in the Foreground IPR in order to give effect to the provisions of this clause 10 on request.
- d. The Host institution shall inform Tenovus Cancer Care as soon as reasonably possible after the identification of any Foreground IPR that it believes maybe capable of being patented and will supply Tenovus Cancer Care with reasonable details of that Foreground IPR. This is in addition to the other obligations on the Host Institution to keep Tenovus Cancer Care notified of the Results.
- e. The Host Institution shall ensure that any Foreground IPR may be used for the continuing purpose of carrying out the Research Project on a royalty free basis for the term of the Grant.
- f. Subject to the terms of this clause 10f the Host Institution may exploit or licence the Foreground IPR in accordance with the aims in clause 10a. The Host Institution shall first obtain the prior written consent from Tenovus Cancer Care (such consent not to be unreasonably withheld or delayed) where the proposed use of the Foreground IPR will be for the public benefit before any exploitation by it or any licence is granted to a third party. Tenovus Cancer Care shall only be obliged to consent to the request from the Host Institution provided the parties can reach agreement on a fair and reasonable sum of money to be paid to Tenovus Cancer Care in respect of any commercial exploitation of the Foreground IPR by the Host Institution (which includes without limiting the foregoing any exploitation by a third party that is granted a licence or assignment to use the Foreground IPR for commercial purposes). The value of the sum to be paid to Tenovus Cancer Care shall take in to consideration the respective financial and technical contributions of both Parties to the creation of the Foreground IPR, the expenses incurred in protecting the Foreground IPR and the costs (incurred or likely to be incurred) of its commercial exploitation, and the proportionate value of the Foreground IPR in any resulting commercial exploitation (whether it be in the form of a product or process or otherwise).
- g. The Parties agree (where it is free and reasonably able so to do) to licence on fair and reasonable terms its Background IPR that may be required for the commercial exploitation of the Foreground IPR.
- h. The Host Institution grants to Tenovus Cancer Care a royalty free, non-exclusive, licence to use the Results and the relevant Foreground IPR for the purposes of non-commercial research.
- i. In the event that the Host Institution is (in the reasonable opinion of Tenovus Cancer Care) unable or unwilling to comply with its obligations under clause 10c to protect the Foreground IPR or clause 10f to exploit the Foreground IPR then Tenovus Cancer Care may require at its option an assignment of the Foreground IPR to Tenovus Cancer Care to enable it to protect, manage and exploit the Foreground

IPR. The Host Institution shall use all reasonable endeavours to assign the Foreground IPR to Tenovus Cancer Care and shall (and shall procure that) the Research Personnel, student do all such things that are reasonably required to assist Tenovus Cancer Care in the protection, management and exploitation of the Foreground IPR.

11. LIABILITY and INSURANCE

- a. The Parties shall each pay for and maintain or cause to be maintained and shall keep or cause to be kept in all respects in full force and effect all necessary and appropriate insurances which may from time to time be necessary, prudent and appropriate as required for and in connection with the Research Project and their respective obligations under this Agreement..
- b. No Party makes any representation or warranty that advice or information given by any of its employees, students, agents or appointees who work on the Research Project, or the content or use of any materials, works or information provided in connection with the Research Project, will not constitute or result in infringement of third-party rights.
- c. No Party accepts any responsibility for any use which may be made of any work carried out under or pursuant to this Agreement, or of the Results, nor for any reliance which may be placed on such work or Results, nor for advice or information given in connection with them.
- d. The liability of any Party for any breach of this Agreement, or arising in any other way out of the subject-matter of this Agreement, will not extend to loss of business or profit, or to any indirect or consequential damages or losses.
- e. Nothing in this Collaboration Agreement limits or excludes either Party's liability for:
 - i. death or personal injury resulting from negligence; or
 - ii. any fraud or for any sort of other liability which, by law, cannot be limited or excluded.

12. TERMINATION

- a. Tenovus Cancer Care shall have the option to terminate this Agreement on written notice where Tenovus Cancer Care receives notice in accordance with Clause 3i that the Principal Researcher is unable or unwilling to continue the Research Project within the Host Institution and a mutually acceptable substitute for the Principal Researcher is not agreed between Tenovus Cancer Care and the Host Institution within 3 months of Tenovus Cancer Care receiving the notice required to be given by Clause 3i.
- b. Either Party may terminate this Agreement with immediate effect by giving notice to the other party if:
 - i. the other party is in breach of any provision of this Agreement and (if it is capable of remedy) the breach has not been remedied within 30 days after receipt of written notice specifying the breach and requiring its remedy; or
 - ii. the other party becomes insolvent, or if an order is made or a resolution is passed for its winding up (except voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator, administrative receiver or receiver is appointed over the whole or any part of the other party's assets, or if the other party makes any arrangement with its creditors.
- c. In the event that the Student or any replacement student withdraws from the Research Project before the expiration of the Grant Period, and the Host Institution is not able to recruit a suitable alternative within three (3) months from the date of withdrawal, the Agreement shall terminate forthwith on the expiry of that three (3) months.

13. CONSEQUENCES OF TERMINATION OR EXPIRY

- a. On termination or expiry of this Agreement:
 - i. The Host Institution shall provide to Tenovus Cancer Care details of the Grant Funding spent up to the date of termination.
 - ii. The Host Institution shall repay to Tenovus Cancer Care any unexpended and or unallocated (where such commitment is not cancellable) Grant Funding within a reasonable period following the date of

termination of this Agreement.

- b. Within 3 months of the date of termination of this Agreement, the Host Institution shall provide a final report to Tenovus Cancer Care setting out the Results up to the date of termination, the reasons for termination and details of the Grant Funding spent up to the date of termination in accordance with Clause 3.

14. PROFESSIONAL MISCONDUCT

- a. It is strictly understood and agreed that the Host Institution will:
 - i. Operate approved and effective procedures to prevent professional misconduct.
 - ii. Promptly and vigorously investigate any allegations of professional misconduct that may arise before, during or as a result of the Research Project and keep Tenovus Cancer Care informed of progress and the outcome as appropriate.

15. NOTICES

- a. Any demand notice or other communication given or made under or in connection with this Agreement will be in writing.
- b. Any such demand notice or other communication will, if given or made in accordance with this Clause, be deemed to have been duly given or made as follows:-
 - i. if sent by post as soon as possible
 - ii. if delivered by hand upon delivery at the address provided for in this Agreement
- c. Any such demand notice or other communication will in the case of the service by post or delivery by hand be addressed to the recipient at the recipient's address stated in this Agreement or at such other address as may from time to time be notified in writing by the Parties as being the address for service.

16. GENERAL

- a. No material change shall take place in relation to the Research Project or the Research Personnel without the prior written agreement of the Parties.
- b. Clause headings inserted in this Agreement are for convenience only and they shall not be taken into account in the interpretation of this Agreement.
- c. Neither Party shall assign any of its rights or obligations under this Agreement without the prior written consent of an authorised representative for each Party.
- d. Until written notice is given to the relevant Party, the following shall be the Parties' representatives for the purpose of receiving notices under this Agreement:

For Tenovus Cancer Care- Dr Tim Banks Tenovus Cancer Care 9th Floor Gleider House Ty Glas Road Llanishen Cardiff CF14 5BD	For Host Institution:
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- e. Nothing in this Agreement shall create, imply or evidence any partnership or joint venture between the Parties or the relationship between them of principal and agent.
- f. If any of the provisions of this Agreement is found by a court or other competent authority to be void or unenforceable, such provisions shall be deemed to be deleted from this Agreement and the remaining

provisions of this Agreement shall continue in full force and effect. Notwithstanding the foregoing, the Parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

- g. Nothing in this Agreement shall create any rights for third parties under the Contracts (Rights of Third Parties) Act 1999. No variation to this Agreement and no supplemental or ancillary agreement to this Agreement shall create any such rights unless expressly so stated in any such agreement by the Parties. This does not affect any right or remedy of a third party which exists or is available apart from that Act.
- h. This Agreement shall be governed by English and Welsh Law (as applied in Wales) and the English and Welsh courts shall have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of or in connection with this Agreement.
- i. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same agreement. The Parties agree that execution of this Agreement by industry standard electronic signature software and/or in .pdf format via e-mail shall have the same legal force and effect as the exchange of original signatures, and that in any proceeding arising under or related to this Agreement, each Party hereby waives any right to raise any defence or waiver based upon execution of this Agreement by means of such electronic signatures or maintenance of the executed agreement electronically.

17. ANIMAL USE - 3Rs

- a. All experimental programmes supported by Tenovus Cancer Care must only use animals where there are no alternatives.
- b. Experiments using animals funded by Tenovus Cancer Care must: use the simplest possible, or least sentient, species of animal; ensure that distress and suffering are avoided wherever possible ; employ an appropriate design and use the minimum number of animals consistent with ensuring that the scientific objectives will be met
- c. All Research Personnel using animals must implement the principles in the cross-funder guidance Responsibility in the Use of Animals in Bioscience Research (www.nc3rs.org.uk/responsibility).
- d. Research Personnel should make use of the ARRIVE guidelines (www.nc3rs.org.uk/ARRIVE) when designing their experiments, and ensure that they report animal-based studies in accordance with the ARRIVE guidelines as far as possible, taking into account the specific editorial policies of the journal concerned.

Signed for and on behalf of Tenovus Cancer Care

Print Name..... Sign.....Date

Signed for and on behalf of Host Institution

Print Name..... SignDate

Principal Researcher Signature

Print Name.....SignDate