



TARGET OVARIAN CANCER STANDARD CONDITIONS OF GRANT

These Standard Conditions¹, together with the Award Letter, set out the terms and conditions on which the Grant is made by Target Ovarian Cancer to the Host Organisation. If there is any conflict between these Standard Conditions and the provisions of the Award Letter or of any documents referred to in it, the provisions of the Award Letter shall prevail. Our policies are provided as appendices to these Standard Conditions and are also available on our website at <http://www.targetovariancancer.org.uk/policies>

The Host Organisation shall procure that the Grant Holders, Research Partners, sub-contractors and other persons supported by the Grant are made aware of and comply with these Standard Conditions. The Host Organisation warrants that the person who signed the Award Acceptance Form on its behalf was duly authorised to do so and to bind the Host Organisation to the Grant Conditions.

1. EMPLOYMENT OF STAFF

- 1.1. Target Ovarian Cancer 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 Organisation, or its permitted sub-contractor(s), shall issue a contract of employment for such staff in

¹ Definitions can be found at Condition 20.

accordance with the relevant laws and regulations and these Standard Conditions.

- 1.2.** The Host Organisation shall be responsible for the management, monitoring and control of all the work funded by the Grant and all those persons (including but not limited to its employees, students and visiting fellows) employed or involved in any work funded by the Grant.
- 1.3.** The Host Organisation shall procure that all permanent and temporary staff and students employed or involved in work funded by the Grant receive training appropriate to their duties, in accordance with any applicable legal or regulatory requirements, including any training necessary to support the requirement for management, monitoring and control as described in Condition 1.2.
- 1.4.** The Host Organisation shall recruit all employees funded by the Grant in compliance with its requirements and recommendations for good practice in recruitment. Target Ovarian Cancer may require representation on recruitment panels and/or copies of CVs prior to appointment in certain circumstances (e.g. fellowships), as set out in the Award Letter.
- 1.5.** The minimum salary and minimum length of contract of all employees funded by the Grant shall be in accordance with those stated in the relevant Application Form. If the Host Organisation wishes to enhance the salary of and/or offer longer contracts this shall be at the Host Organisation's own expense.
- 1.6.** Upon appointment of any employee funded by the Grant, the Host Organisation shall inform Target Ovarian Cancer of full details of their appointment date, salary level and contract length. No payment of the Grant relating to the salary costs of such employee shall be made until this information is provided. The Host Organisation shall also notify Target Ovarian Cancer if:
 - 1.6.1.** the applicant fails to take up the appointment; or
 - 1.6.2.** an employee funded by the Grant leaves (the reason for leaving and termination date shall also be provided).
- 1.7.** Target Ovarian Cancer shall 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 Organisation 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 Target Ovarian Cancer shall not supplement the Grant for this purpose.
- 1.8.** In respect of any employee funded by the Grant, the Grant Holder shall promptly notify Target Ovarian Cancer in writing in advance of the dates of any planned maternity, paternity or adoption leave, or where leave for sickness or injury has lasted more than 10 consecutive working days. Payment of the Grant (to the extent it relates to the salary costs of, or the work undertaken by, the employee on leave) shall be suspended for the period of such maternity, paternity or adoption leave and may, at Target Ovarian Cancer's sole discretion, be suspended for the period of leave for sickness or injury lasting more than 10 consecutive working days. If the employee returns to work after the maternity, paternity or adoption leave on a lesser time commitment, Target Ovarian Cancer and the Host Organisation acting in good faith shall determine whether the Grant Period should be extended to accommodate the new working basis.

- 1.9. Target Ovarian Cancer shall accept no responsibility for staff salaries:
 - 1.9.1. for any period after the end of the Grant Period; or
 - 1.9.2. prior to the renewal of a Grant or a new Grant commencing; or
 - 1.9.3. as a consequence of the application process.
- 1.10. Proportion of time: Personnel, whose salaries are wholly funded by Target Ovarian Cancer, shall devote the whole of their salaried time to the Grant funded activity. Personnel who are part funded by Target Ovarian Cancer shall devote the corresponding proportion of their salaried time to Grant funded activity.
- 1.11. Co-applicant: Co-applicant status shall not be given to any person whose salary is being sought to be funded by the Grant.

2. ADMINISTRATION

- 2.1. No payments shall be made on the Grant until the Host Organisation has formally accepted the Grant and the Grant Conditions and Target Ovarian Cancer is in receipt of the validly executed Award Acceptance Form and the Award Start Certificate.
- 2.2. The Host Organisation shall procure that the Grant is used for the purposes for which it is awarded.
- 2.3. The Host Organisation shall procure that adequate and appropriate resources are provided to support the activities described in the Award Letter.
- 2.4. The Host Organisation shall activate the Grant within three months of the Proposed Start Date referred to in the Application Form and the Award Letter (the "**Activation Period**"). Any extension of the Activation Period shall be subject Target Ovarian Cancer's prior consent in writing. The Grant Holder shall promptly notify Target Ovarian Cancer in writing if the appointment of staff cannot be made prior to the end of the Activation Period. Target Ovarian Cancer reserves the right to review the Grant in the event of such delays and make any changes, at its sole discretion, including but not limited to terminating the Grant.
- 2.5. A Grant which is conditional on successful applications for funding from other sources shall not commence until written confirmation has been received by Target Ovarian Cancer from the Host Organisation that the research activity is fully funded.
- 2.6. All Directly Allocated Costs (including Grant Holder and estates costs) and Indirect Costs (overheads) shall be borne by the Host Organisation.
- 2.7. Total amounts agreed in a Grant shall not be increased except under very exceptional circumstances at Target Ovarian Cancer's sole discretion. Monies shall not be varied between budget headings without written consent from Target Ovarian Cancer.
- 2.8. Payment of the Grant shall be made to the Host Organisation quarterly in arrears, unless otherwise specified in the Award Letter or otherwise agreed subsequently, subject to receipt by Target Ovarian Cancer of a duly completed Claim Invoice setting out the costs properly incurred by the Host Organisation during the preceding quarter which are covered by the Grant.
- 2.9. Target Ovarian Cancer shall withhold 10% of the value of the Grant (the "**Withheld Amount**") until delivery of the Final Grant Holder Report by the Grant Holder pursuant

to Condition 4.2 and receipt of the Final Spend Report pursuant to Condition 4.3, at which time such Withheld Amount shall be paid in full, subject to Condition 14.2 and the right of Target Ovarian Cancer to set off against it any overpayment of the Grant.

- 2.10.** In the event that any overpayment has been made to the Host Organisation or any amount of the Grant has been used not in accordance with the Grant Conditions, the Host Organisation shall repay such overpaid or inappropriately used amount promptly to Target Ovarian Cancer.

3. AUDIT

- 3.1.** The Host Organisation shall ensure that the control of expenditure to be funded under the Grant is governed by the normal standards and procedures of the Host Organisation and is covered by any formal audit arrangements that exist in the Host Organisation.
- 3.2.** Target Ovarian Cancer has the right to request from the Host Organisation, at any time, any financial information in respect of the Grant or the activities it funds; and/or to ask for confirmation from the external auditors of the Host Organisation (a) that the external auditors have signed their opinion on the annual accounts of the Host Organisation without qualification, and (b) that the management letter from the auditors raises no matters that did or could significantly affect the administration of grants awarded by Target Ovarian Cancer. If the auditors have raised any such matters in their management letter, Target Ovarian Cancer may require the Host Organisation to provide it with relevant extracts from the management letter.
- 3.3.** The Host Organisation shall maintain a separate accounting cost code specific to the Grant, and all costs and income properly relating to the Grant should be accounted for through that cost code. The Host Organisation shall ensure that appropriate records are kept to support the entries made on the cost code.
- 3.4.** Target Ovarian Cancer has the right, at its discretion and expense (and directly or via third parties engaged by it) to audit the Grant, income and expenditure in relation to the activities funded by the Grant, and/or the systems used by the Host Organisation to administer Target Ovarian Cancer grants at any time.
- 3.5.** Site visits by Target Ovarian Cancer or its agents may be made at any time upon reasonable notice to the Host Organisation.

4. GRANT REPORTING

- 4.1.** The principal Grant Holder shall submit a Research Update every six months during the Grant Period on the progress of the research against the milestones and timelines set out in the grant proposal. Every 12 months Research Updates will be reviewed by Target Ovarian Cancer's Scientific Advisory Board and Target Ovarian Cancer may, at its sole discretion, suspend further payments if no satisfactory reasons can be provided for significant deviation from the project plan, milestones, and timelines.
- 4.2.** The principal Grant Holder shall submit a Final Grant Holder Report within three months of the end of the Grant Period or as otherwise required by Target Ovarian Cancer.²

² See Condition 2.9 concerning the retention of funds.

- 4.3. The Host Organisation shall submit a Final Spend Report within three months of the end of the Grant Period or as otherwise required by Target Ovarian Cancer.³
- 4.4. The Host Institution and Applicant must make Annual Researchfish Research Output submissions by reporting on their progress by 14 March every year via Researchfish (www.researchfish.com), an online research reporting tool. The annual submission window will be from 4 February to 14 March each year. The final mandatory Annual Researchfish Research Output Submission must be made within the submission window that falls after the end date of the project (e.g. if your Award end date is 31 Sep 2018, your final mandatory Annual Researchfish Research Output Submission will be 4 February to 14 March).
- 4.5. Target Ovarian Cancer requests that the Applicant continues to make Annual Researchfish Research Output Submissions for three years beyond the lifetime of the Award, on a voluntary basis. This will help Target Ovarian Cancer to assess the impact of the scheme in the longer term and potentially help to develop new schemes.
- 4.6. Target Ovarian Cancer also has a right to refuse applications from the Department or Host Institution where it is concerned about an aspect of Annual Researchfish Research Output Submissions or in the event of non-delivery of such reports.
- 4.7. In the event that submission of Annual Researchfish Research Output Submissions is delayed, further funding applications from the Applicant or the Host Institution to Target Ovarian Cancer will not be accepted until such Report/Submission has been received, unless Target Ovarian Cancer agrees otherwise.

5. EQUIPMENT

- 5.1. In order to reduce the cost for Target Ovarian Cancer, the Grant Holder shall, as far as practicable, obtain maximum possible discounts prior to the purchase of any equipment.
- 5.2. Reimbursement of equipment monies shall be subject to receipt of a Claim Invoice from the Host Organisation's finance office for the item(s) awarded under the Grant to which a copy of the relevant supplier's invoice(s) shall be attached. The supplier's invoice(s) shall be countersigned by the Grant Holder and bear the item number to which it relates. Equipment for medical research is normally exempt from VAT. Target Ovarian Cancer shall not reimburse VAT, save for VAT paid on non-exempt items and only if provision has been made for this in the Award Letter.
- 5.3. Subject to Condition 5.6, any equipment provided pursuant to the Award Letter shall be awarded to the Host Organisation in which the Grant Holder works specifically for the purposes of the research as specified in the Award Letter. Target Ovarian Cancer's prior written approval shall be obtained to use the equipment for any other purpose and such approval shall be conditional on Target Ovarian Cancer receiving financial compensation for such use.
- 5.4. If the research activity for which the equipment was purchased ends prematurely, or if for whatever reason the equipment is no longer required for the purpose for which it was provided, Target Ovarian Cancer's written consent shall be obtained prior to the

³ See Condition 2.9 concerning the retention of funds.

equipment's disposal or any other use.

- 5.5. The Host Organisation shall be responsible for installation, maintenance, repairs and insurance costs in respect of the equipment throughout its useful life at its own expense. In certain circumstances provision of the equipment by Target Ovarian Cancer may be subject to further conditions specified in the Award Letter.
- 5.6. In the event that Target Ovarian Cancer approves the transfer of the Grant to another Host Organisation, equipment which was purchased under the Grant shall also be transferred to such transferee Host Organisation, unless the transferor Host Organisation notifies Target Ovarian Cancer in writing of any legitimate grounds it may have for retaining any part of or the whole of the equipment purchased under the Grant. In the event that Target Ovarian Cancer receives such notice, Target Ovarian Cancer may, at its sole discretion, permit the transferor Host Organisation to retain any part of or the whole of the equipment purchased under the Grant.
- 5.7. Any transfer of equipment shall be at no cost to Target Ovarian Cancer.

6. PUBLICATIONS, PUBLICITY AND ACKNOWLEDGEMENTS

- 6.1. Target Ovarian Cancer expects that findings from research funded by the Grant will be published in an appropriate form (usually as papers in peer-reviewed journals).
- 6.2. The publication or release of such findings may be reasonably delayed to enable protection of any Intellectual Property.
- 6.3. All research papers that have been accepted for publication in a peer-reviewed journal, and are supported in whole or in part by the Grant, shall be made available from UK PubMed Central as soon as possible, and in any event within six months of their publication, in line with Target Ovarian Cancer's Open Access Policy (<http://www.targetovariancancer.org.uk/policies>).
- 6.4. The Grant Holder shall inform Target Ovarian Cancer immediately when results arising from Target Ovarian Cancer funded activities are accepted for publication or presentation.
- 6.5. The Grant Holder shall procure that Target Ovarian Cancer's support is acknowledged in all publications, abstracts and presentations either in the text or in a footnote quoting "Target Ovarian Cancer" followed by the Award Reference Number.
- 6.6. The Grant Holder, the Host Organisation and their personnel involved in Target Ovarian Cancer funded activities shall not use Target Ovarian Cancer's logo without the prior written consent of Target Ovarian Cancer.
- 6.7. The Grant Holder shall notify Target Ovarian Cancer at least five working days in advance of any publicity arising from Target Ovarian Cancer funded activities. Any press release or other material including reference to Target Ovarian Cancer funded results must be approved by Target Ovarian Cancer before it is released to the media. Compliance with this Condition 6.7 will be reviewed and taken into account when determining future grant applications from the Grant Holder and/or the Host Organisation.
- 6.8. Upon Target Ovarian Cancer's request, the Grant Holder, the Host Organisation and their personnel involved in Target Ovarian Cancer funded activities shall assist Target

Ovarian Cancer in publicising the award of the Grant and subsequent results of each Grant.

- 6.9. Target Ovarian Cancer reserves the right to use data or other material resulting from Target Ovarian Cancer funded activities as part of its fundraising or publicity activities, where such use is in accordance with General Data Protection Regulation (GDPR, 2018). In recognition of the fact that the source of funding for the Grant is primarily from legacies and donations, the Grant Holder shall not unreasonably refuse a request from Target Ovarian Cancer to attend and/or speak at events or meetings from time to time to assist in the promotion of Target Ovarian Cancer and its charitable aims.

7. INTELLECTUAL PROPERTY AND COMMERCIAL EXPLOITATION

For the purposes of this Condition 7, "**exploitation**" includes use for any commercial purpose or any licence, sale, assignment, materials transfer or other transfer of rights.

- 7.1. Target Ovarian Cancer is committed to fighting ovarian cancer. As a charity, Target Ovarian Cancer is under an obligation to ensure that the useful results of research that it funds (whether in whole or in part) are applied for the public good. In some circumstances this may be best achieved through the protection of intellectual property and its commercial exploitation. Target Ovarian Cancer therefore requires Grant Holders, Host Organisations and Target Ovarian Cancer funded personnel to play an active role in considering whether the protection, management and exploitation of Target Ovarian Cancer funded Intellectual Property is an appropriate means of achieving public benefit and to develop and implement strategies and procedures for the identification, protection, management and exploitation of Target Ovarian Cancer funded Intellectual Property. Target Ovarian Cancer is also obliged to ensure that it obtains a fair share of the proceeds, in whatever form, resulting from exploitation of any Target Ovarian Cancer funded Intellectual Property. The Grant Holder and the Host Organisation shall co-operate with Target Ovarian Cancer in this respect.

- 7.2. The Grant Holder and the Host Organisation shall:

- 7.2.1. notify Target Ovarian Cancer promptly in writing when Target Ovarian Cancer funded Intellectual Property that may be of medical or commercial value arises from the Grant and procure that such Intellectual Property is appropriately protected and not published or otherwise publicly disclosed prior to it being appropriately protected (whilst at the same time ensuring that potential delays in publication are minimised);
- 7.2.2. seek Target Ovarian Cancer's consent to exploit commercially the results of any research it has funded. Consent will not be unreasonably withheld, and Target Ovarian Cancer will only refuse an institution's request where it considers that the proposed commercial exploitation would run counter to its interests and charitable objectives. If Target Ovarian Cancer does not provide a response to the institution's written request within thirty days of receiving such request, the institution or its technology transfer subsidiary will automatically have the right to proceed with such commercial exploitation. The institution is not required to seek Target Ovarian Cancer's consent in assigning intellectual property to its technology transfer company.
- 7.2.3. procure that all persons in receipt of Target Ovarian Cancer funding or

working on a Target Ovarian Cancer funded activity (including employees, students, visiting staff and sub-contractors of the Host Organisation) are employed or retained on terms that vest in the Host Organisation the sole and exclusive ownership of all Target Ovarian Cancer funded Intellectual Property;

- 7.2.4.** have procedures in place for the identification, protection, management and exploitation of Target Ovarian Cancer-funded intellectual property. As a condition of granting consent, Target Ovarian Cancer will require the institution to accept standard revenue and equity sharing terms of the charity.
 - 7.2.5.** permit Target Ovarian Cancer to have reasonable access to people and information who and which has any bearing on Target Ovarian Cancer funded activities or the exploitation of Target Ovarian Cancer funded Intellectual Property envisaged under this Condition 7; and
 - 7.2.6.** apply with full rigour all relevant arrangements, as may from time to time be agreed with the Host Organisation in connection with Target Ovarian Cancer funded Intellectual Property and the exploitation thereof, and allow Target Ovarian Cancer or its nominees the right to inspect relevant books and accounts upon request to confirm that there has been appropriate benefit sharing made in relation to any such exploitation as set out in Condition 7.6.
- 7.3.** If the institution decides not to protect, manage or exploit any Target Ovarian Cancer-funded IP arising out of the grant then the charity has a right, but not a duty to protect, manage or exploit such IP. If Target Ovarian Cancer decides to exercise its right, the institution shall procure that its employees, students and any third parties acting on its behalf carry out all acts reasonably required by Target Ovarian Cancer to assist Target Ovarian Cancer in such protection and exploitation.
- 7.4.** In the event that Target Ovarian Cancer undertakes any exploitation of Target Ovarian Cancer funded Intellectual Property, it shall apply with full rigour all relevant arrangements, as may from time to time be agreed with the Host Organisation in connection with Intellectual Property and the exploitation thereof, and allow the Host Organisation or its nominees the right to inspect relevant books and accounts upon request to confirm that there has been an appropriate benefit sharing made in relation to any such exploitation as set out in Condition 7.6.
- 7.5.** No Target Ovarian Cancer funded Intellectual Property shall be exploited or disposed of in any way without the prior written consent of Target Ovarian Cancer, such consent not to be unreasonably withheld.
- 7.6.** The institution, grant holders and co-applicants should inform the charity of any pre-existing arrangements of which they are aware, and which could lead to a breach of the Target Ovarian Cancer-funded standard conditions. The institution shall use all reasonable endeavours to ensure that no consultancies, third party restrictions or arrangements which might impact on a Target Ovarian Cancer-funded grant are entered into in relation to any Target Ovarian Cancer-funded person or activity without prior agreement of the charity. Charity-funded investigators or individuals involved in a charity-funded project should not use materials or compounds (other than those obtained commercially), on terms which would place restrictions on the publication of the results. Institutions shall use all reasonable endeavours to ensure that 'reach through rights' have not been granted on any charity-funded IP in favour of commercial

organisations providing materials or compounds to charity-funded individuals for research purposes. However, Target Ovarian Cancer recognises that companies providing materials may often require exclusive rights to any intellectual property arising from use of that material, and that this requirement is often non-negotiable. Where intellectual property arises from research linked indirectly to the use of material provided under such agreement, the provider should be offered a time-limited opportunity to take out a revenue-generating licence.

- 7.7.** Subject to any additional revenue sharing agreement between Target Ovarian Cancer and the Host Organisation (or its agents):
- 7.7.1.** The Host Organisation exploiting the Target Ovarian Cancer funded Intellectual Property shall be entitled to receive the Technology Translation Fee (TTF). The TTF is set at 5-10% of Cumulative Net Income. Where a higher percentage of TTF is sought by the institution, the onus will be on the institution to demonstrate why a higher fee is warranted (for example because a relevant service cost has been absorbed by the Technology Transfer Office other than those already deducted as Direct Costs).
 - 7.7.2.** The Parties shall share all Net Revenue received from the exploitation of the Arising Intellectual Property, in the proportion of fifty percent (50%) to the Host Institution and fifty percent (50%) to Target Ovarian Cancer.
- 7.8.** The Host Organisation shall be responsible for any distribution to the Inventor(s) from its share of the Net Revenue.
- 7.9.** In the event that the Host Organisation or its agents exploits any Target Ovarian Cancer funded Intellectual Property, the Host Organisation shall:
- 7.9.1.** procure that proper books and records are kept recording all exploitation activities and all income received/costs incurred;
 - 7.9.2.** provide to Target Ovarian Cancer a written statement summarising the information referred to in Condition 7.9.1 every six months.
 - 7.9.3.** allow Target Ovarian Cancer or its agents reasonable access to the Host Organisation's books and records as Target Ovarian Cancer or its agents may reasonably request from time to time.
- 7.10.** In the event that the Host Organisation fails or neglects to protect, manage or exploit any Target Ovarian Cancer funded Intellectual Property to Target Ovarian Cancer's satisfaction, Target Ovarian Cancer shall have the right, but not a duty, to protect, manage and exploit such Target Ovarian Cancer funded Intellectual Property. If Target Ovarian Cancer decides to exercise this right, the Host Organisation and the Grant Holder shall co-operate fully and shall carry out, and procure that the Target Ovarian Cancer funded personnel, its employees and other relevant personnel under the control of the Host Organisation shall carry out, all acts required to assist Target Ovarian Cancer in such protection and exploitation.
- 7.11.** The Host Organisation shall procure that no agreements or arrangements are entered into with any third parties including, but not limited to, commercial organisations on terms inconsistent with the Grant Conditions.

7.12. The Host Organisation warrants that:

7.12.1. It has the right and authority to enter into these Standard Conditions;

7.12.2. It has the right and authority to share the proceeds of the exploitation of the Arising IP as set out in these Standard Conditions;

7.12.3. That the Grant Holder and Inventor(s) are employees of the Host Organisation.

8. GOOD RESEARCH PRACTICE

8.1. Target Ovarian Cancer requires the highest standards of integrity to be adhered to by the researchers whom it funds with its grants. The Host Organisation shall 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 standards and procedures available to Target Ovarian Cancer upon request.

8.2. If publications have been produced where academic fraud has been established, the Host Organisation shall procure that appropriate errata and/or retractions are promptly published and that Target Ovarian Cancer is notified promptly in writing of all such corrective actions.

8.3. The Host Organisation shall procure that, before the research funded by the Grant commences and during the full Grant Period, all the necessary legal and regulatory requirements in order to conduct the research are met, and all the necessary licences and approvals have been obtained. Where any element of the research funded by the Grant is to be conducted outside the Host Organisation's host country, such legal and regulatory requirements, and such licences and approvals shall include those applicable in the additional countries involved.

8.4. The Host Organisation shall procure that research involving the use of animals complies at all times with the relevant laws and regulations in its host country and Target Ovarian Cancer's Use of Animals in Research Policy. Any element of research funded by the Grant that is conducted outside the United Kingdom shall, as a minimum standard, be conducted in accordance with the principles of the Animals (Scientific Procedures) Act 1986.⁴

8.5. The Host Organisation shall be responsible for managing and monitoring the conduct of medical and health research in a manner consistent with the UK Department of Health's Research Governance Framework for Health and Social Care (or its equivalent). There shall be effective and verifiable systems in place at the Host Organisation for managing research quality, progress and safety and well-being of patients and other research participants. These systems shall promote and maintain the relevant codes of practice and all relevant statutory review, authorisation and reporting requirements.

8.6. The Host Organisation shall be responsible for managing and monitoring statutory requirements for which it accepts responsibility, for example, in relation to legislation on clinical trials, use of human organs, tissues and data.

⁴ For guidance please visit the Home Office website: <http://www.homeoffice.gov.uk/science-research/animal-research>.

8.7. The Host Organisation shall procure that it has in place formal written procedures for managing the process for obtaining any necessary or appropriate ethical approval for the research funded by the Grant, and shall accept full responsibility for procuring that any such ethical approval is in place at all relevant times during the Grant Period.

9. CONSULTANCIES, DIRECTORSHIPS, THIRD PARTY RESTRICTIONS AND ARRANGEMENTS

9.1. Target Ovarian Cancer funded researchers, shall ensure that their time commitments to commercial organisations and other non-research activities are compatible with the policies of the Host Organisation and the Grant Conditions.

9.2. Target Ovarian Cancer funded researchers shall disclose to their Host Organisations (a) benefits in cash in excess of £10,000 per annum or (b) benefits in Equity of any level, received either as compensation for work undertaken for a commercial organisation, or in consideration of the transfer of intellectual property.

9.3. In managing a perceived or actual conflict of interests, the Host Organisation shall use all reasonable endeavours to ensure that Target Ovarian Cancer is not put at risk of being in breach of charity laws or regulations because of the relationship of a Target Ovarian Cancer funded researcher with a commercial organisation. In particular, the Host Organisation shall procure that results of Target Ovarian Cancer funded research are applied for the public benefit, with only incidental private benefit. This may involve requiring Target Ovarian Cancer funded researchers to relinquish direct control over some, or all, of the assets they hold in a commercial organisation or requiring the level of compensation offered to the Target Ovarian Cancer funded researcher to be capped.

9.4. Without the prior written consent of Target Ovarian Cancer, neither any person funded by Target Ovarian Cancer or involved in any Target Ovarian Cancer funded activity nor any Host Organisation shall enter into any collaborative arrangements involving Target Ovarian Cancer funded persons, materials or research, where any party may place restrictions on the publication of, or patenting or commercial exploitation of any results of such collaborative arrangements. As a condition of granting such consent, Target Ovarian Cancer may require the Host Organisation and/or the person funded by Target Ovarian Cancer to agree to terms including but not limited to the sharing of any benefits of any form.

9.5. The Host Organisation, the Grant Holder and all co-applicants, if any, warrant that as at the date of the Award Acceptance Form there are no pre-existing arrangements of any form which have not been disclosed fully in writing to Target Ovarian Cancer, that breach or may reasonably cause any of the Grant Conditions to be breached.

9.6. Save where specifically indicated otherwise, parties to these Standard Conditions and the Award Letter do not intend that any term of these Standard Conditions and the Award Letter should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to these Standard Conditions and the Award Letter.

10. DATA PROTECTION

By signing the Application Form for the Grant, all signatories agree that:

- 10.1.** All information that the Grant Holder, all co-applicants, if any, and the Host Organisation supply to Target Ovarian Cancer relating to any applications or grants awarded under the Grant Conditions will be used for the purposes of processing the grant application and the Grant and for the purpose of audit and evaluation. All personal data will be processed by or on behalf of Target Ovarian Cancer or organisations connected with it in accordance with General Data Protection Regulation (GDPR, 2018), as amended from time to time. Personal data relating to the applicants and persons funded by the Grant may be disclosed to and processed by external peer reviewers, government, other research bodies and funding bodies some of whom may be based outside the European Economic Area.
- 10.2.** Target Ovarian Cancer may publish the name, work address and contact details, including e-mail address(es), of the Grant Holder and other persons funded by Target Ovarian Cancer and the title and abstract of the subject matter of any grant awarded under the Grant Conditions on its website or in its annual report or other publications from time to time.
- 10.3.** As all research funds have been sourced through fundraising, Target Ovarian Cancer may contact all Target Ovarian Cancer funded persons and/or institutions by post, telephone or e-mail from time to time with updates about Target Ovarian Cancer services and events, ovarian cancer news, and opportunities to support us, unless funded persons and/or institutions withhold or decline consent for being contacted in this way. Target Ovarian Cancer will never sell your data and promise to keep it safe and secure. For further details on how your data is used and stored please visit our website: www.targetovariancancer.org.uk/privacy-notice.

11. ASSIGNMENT, SUB-CONTRACTING AND TRANSFER

- 11.1.** Except as otherwise expressly provided in these Standard Conditions or the Award Letter, no party shall assign all or any part of the benefit of, or its rights or benefits under, these Standard Conditions and the Award Letter without the prior written consent of the other parties.
- 11.2.** Except as otherwise expressly provided in these Standard Conditions or the Award Letter, no party shall sub-contract any or all of its obligations under these Standard Conditions and the Award Letter without the prior written consent of the other parties.
- 11.3.** The Grant Holder wishing to transfer the Grant to another Host Organisation within the UK which is eligible to receive funding from Target Ovarian Cancer shall obtain prior written approval from Target Ovarian Cancer.
- 11.4.** Target Ovarian Cancer may consent to such transfer of the Grant provided that, in its opinion:
- 11.4.1.** the aims and objectives of the research activity are not adversely affected;
 - 11.4.2.** the aims, objectives and reputation of Target Ovarian Cancer are not adversely affected;
 - 11.4.3.** the transferee Host Organisation has adequate facilities; and
 - 11.4.4.** the transfer has the prior written approval of all other parties concerned.
- 11.5.** Approval by Target Ovarian Cancer for a transfer of the Grant shall not be given until

evidence has been provided to Target Ovarian Cancer demonstrating, to the reasonable satisfaction of Target Ovarian Cancer that all equipment necessary to fulfil the Grant will be made available at the new Host Organisation.

11.6. Should a co-applicant move to another organisation during the Grant Period, the Grant shall not be transferred with such co-applicant to such organisation.

11.7. Target Ovarian Cancer shall not be responsible for reimbursement of any costs and expenses, however described, incurred by any person as a result of transferring the Grant.

12. LIMITATION OF LIABILITY AND NO INDEMNITY

12.1. Target Ovarian Cancer shall bear no responsibility, financial or otherwise, for any costs or expenses (or liabilities arising out of such costs or expenses), however described, or liabilities arising out of the activities funded by the Grant.

12.2. Target Ovarian Cancer shall not indemnify the Host Organisation, the Grant Holder or any other person working on the Grant (including but not limited to employees, students, visiting fellows and sub-contractors of the Host Organisation) against any actions, claims, proceedings, loss, damage, payments, costs or expenses, however described, incurred from time to time by that person in relation to or arising out of the activities funded by the Grant.

13. CONFIDENTIALITY

13.1. Each party to these Standard Conditions and the Award Letter shall treat as confidential all information received or obtained as a result of entering into these Standard Conditions and the Award Letter which relates to, but is not limited to:

13.1.1. the provisions of these Standard Conditions and the Award Letter or any of them;

13.1.2. the negotiations relating to these Standard Conditions and the Award Letter or any of them;

13.1.3. the subject matter of these Standard Conditions and the Award Letter or any of them;

13.1.4. the other parties; and

13.1.5. a party's accounts, business, employees, fundraising, research, grantors and grantees

(the "**Confidential Information**").

13.2. Notwithstanding the other provisions of this Condition 13, any party may disclose Confidential Information:

13.2.1. if and to the extent required by the law of any relevant jurisdiction or for the purposes of any judicial proceedings (after notice to and consultation with the other parties if practicable);

13.2.2. to its professional advisers; and

13.2.3. if and to the extent the information has come into the public domain through no fault of that party.

13.3. The restrictions contained in this Condition 13 shall continue to apply for the period of five years following the end of the Grant Period, including any agreed extensions of the Grant Period.

14. VARIATION, SUSPENSION AND TERMINATION

14.1. In the event of any investigation of scientific misconduct, both during the Grant Period and for 10 years after the end of the Grant Period, involving any research or researchers funded by the Grant:

14.1.1. Target Ovarian Cancer shall be notified in writing within seven days of the Host Organisation or any other person initiating any such investigation of scientific misconduct. Target Ovarian Cancer reserves the right to suspend the Grant without notice in the event of any suspension of staff funded by the Grant while the investigation is ongoing.

14.1.2. Target Ovarian Cancer shall be notified in writing immediately of the outcome of any such investigation and reserves the right to take any further action at its sole discretion, including termination of the Grant with immediate effect without notice.

14.2. In the event that the Grant Holder or the Host Organisation fails or neglects to comply with the Grant Conditions, Target Ovarian Cancer may, at its sole discretion, withhold payment of any instalment of the Grant until the non-compliance is remedied to Target Ovarian Cancer's reasonable satisfaction.

14.3. In the event that any person funded by Target Ovarian Cancer by his act or omission does anything which in Target Ovarian Cancer's opinion adversely affects Target Ovarian Cancer's name and reputation or brings it into disrepute, Target Ovarian Cancer may, at its sole discretion, terminate the Grant and/or its funding of any person with immediate effect without notice.

14.4. Where there has been no breach of the Grant Conditions by the Grant Holder or the Host Organisation, Target Ovarian Cancer will reimburse the Host Organisation for expenditure properly incurred by it and authorised under the Grant up to the termination or suspension date, as the case may be.

14.5. Without prejudice to any other rights that Target Ovarian Cancer has under the Grant Conditions or otherwise, Target Ovarian Cancer reserves the right to suspend or terminate the Grant at its sole discretion at any time and for any reason. So far as reasonably practical, Target Ovarian Cancer shall endeavour to give at least 30 days' prior notice in writing. For the avoidance of doubt, the 30 days' notice does not apply to termination pursuant to Conditions 14.1.2 and 14.3.

14.6. A variation of these Standard Conditions is valid only if it is in writing and signed by or on behalf of Target Ovarian Cancer, the Grant Holder and the Host Organisation.

15. NOTICES

15.1. A notice or other communication under or in connection with the Grant Conditions shall be in writing, in English and delivered by hand or sent by pre-paid post (or pre-paid air mail if the countries in which the sender's and the recipient's addresses are located for the purposes of this Condition 15 are different), by fax or by e-mail:

15.1.1. to Target Ovarian Cancer, as follows:

Address: 2 Angel Gate, City Road, London EC1V 2PT

Fax: +44 207 923 5471

E-mail: ceo@targetovariancancer.org.uk

Attention: Chief Executive Officer of Target Ovarian Cancer

15.1.2. to the Host Organisation, to the address and for the attention of [the Grant Holder as specified in the Award Acceptance Form.

15.2. A party may notify the other party of a change to any of the details referred to in Condition 15.1. The notice shall state the date on which the change is to occur.

16. ENTIRE AGREEMENT

16.1. These Standard Conditions together with the Award Letter constitute the whole and only agreement between the parties relating to the Grant at the date of the Award Acceptance Form to the exclusion of any terms implied by law which may be excluded by contract and supersedes any previous written or oral agreement between Target Ovarian Cancer, the Grant Holder and the Host Organisation in relation to the matters dealt with in these Standard Conditions and the Award Letter. Each party to the Award Letter acknowledges that it is not relying upon, and has not been induced to enter into the Award Letter by, any pre-contractual statement which is not expressly set out in these Standard Conditions and the Award Letter.

16.2. So far as permitted by law and except in the case of fraud, each of the parties agrees and acknowledges that its only right and remedy in relation to any pre-contractual statement shall be for breach of the terms of these Standard Conditions and the Award Letter to the exclusion of all other rights and remedies (including those in tort or arising under statute).

16.3. For the purposes of this Condition 16, "**pre-contractual statement**" means any draft, agreement, undertaking, representation, warranty, promise, assurance or arrangement of any nature whatsoever, whether or not in writing, relating to the subject matter of these Standard Conditions and the Award Letter made or given by any person at any time prior to the date of the Award Acceptance Form.

17. SEVERANCE

17.1. If any provision in these Standard Conditions and the Award Letter shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the intention of the parties.

17.2. To the extent that it is not possible to delete or modify the relevant provision, in whole or in part, under Condition 17.1, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of these Standard Conditions and the Award Letter and the legality, validity and enforceability of the remainder of these Standard Conditions and the Award Letter shall, subject to any deletion or modification made under Condition 17.1, not be affected.

18. GOVERNING LAW AND JURISTICAION

- 18.1.** These Standard Conditions and the Award Letter and any non-contractual obligations arising out of or in connection with them shall be governed by and construed in accordance with English law.
- 18.2.** The courts of England are to have exclusive jurisdiction to settle any dispute arising out of or in connection with these Standard Conditions and the Award Letter.
- 18.3.** Each party irrevocably submits to the jurisdiction of the English courts. Each party irrevocably waives any objection which it may at any time have to the English courts being so nominated and agrees not to claim that the English courts are not a convenient or appropriate forum.

19. APPENDICES

19.1. Open Access Policy

Position statement in support of open and unrestricted access to published research

The mission of Target Ovarian Cancer is to support the brightest minds in cancer research. The main output of this research is new ideas and knowledge, which Target Ovarian Cancer expects its researchers to publish in high-quality, peer-reviewed journals. Target Ovarian Cancer believes that maximising the distribution of these papers - by providing free, online access - is the most effective way of ensuring that the research we fund can be accessed, read and built upon. In turn, this will foster a richer research culture.

Target Ovarian Cancer therefore supports unrestricted access to the published output of research as a fundamental part of its charitable mission and a public benefit to be encouraged wherever possible.

It is a condition of funding that all original papers published from research that is wholly or substantially funded by Target Ovarian Cancer are deposited in the open access repositories PubMedCentral (PMC) and PMC's linked sister repository in the UK, UKPubMedCentral (UKPMC) within six months of publication. This policy does not extend to reviews, book chapters, editorials or conference proceedings. See our guide to open access funding at <http://www.targetovariancancer.org.uk/policies>

19.2. Use of Animals in Research Policy

Target Ovarian Cancer would like to see future advances made without research involving animals, but currently work with animals continues to be essential in some aspects of medical research. Target Ovarian Cancer therefore supports such work where no alternative exists and where it is carried out according to best practice as laid down in legislation.

Research using animals has made an important contribution to advances in medicine and surgery, which have brought major improvements in the health of human beings and animals.

Much basic research on physiological, pathological and therapeutic processes still requires the use of animals in experiments. Such research has provided and continues to provide the essential foundation for improvements in medical and veterinary knowledge, education and practice.

Research using animals will continue to be essential for the conquest of many unsolved medical problems, such as cancer, cardiovascular disease, stroke, other infectious diseases and AIDS; and genetic, developmental, neurological and psychiatric conditions.

Target Ovarian Cancer will support research using animals in the UK only if:

- it is fully compliant with current Home Office legislation
- it has been approved by a local ethics committee
- animal welfare is ensured
- it has been successfully independently peer reviewed and
- due consideration has been given to the refinement, reduction or replacement of the animals in the experiment and no viable non-animal alternatives exist (see <http://www.nc3rs.org.uk>)

Target Ovarian Cancer believes that a dialogue on the use of animals in research is healthy and should be supported, and that the research community should explain the methods and aims of its research.

20. INTERPRETATION

20.1. Defined Terms

| | |
|--------------------------|---|
| Activation Period | has the meaning set out in Condition 2.4. |
| Application Form | the form that [both the Grant Holder and authorised person at the Host Organisation] are required complete and sign prior to submission to Target Ovarian Cancer which sets out: (a) the research plan; and (b) detailed breakdown of costs of the work to be undertaken. |
| Arising IP | means Intellectual Property rights created or developed by the Host Organisation and the Grant Holder and the Inventor(s) in the course of the research or otherwise connected with the use of the Grant by the Host Organisation and the Grant Holder and Inventor(s). |

| | |
|---------------------------------|--|
| Award Acceptance Form | the form that both the Grant Holder and authorised person at the Host Organisation are required to sign and send to Target Ovarian Cancer to accept the Grant. |
| Award Letter | the letter from Target Ovarian Cancer to the Grant Holder specifying the amount of the grant that has been awarded and any special conditions of award in addition to the Standard Conditions. |
| Award Reference Number | the unique number allocated by Target Ovarian Cancer and which shall be quoted on all correspondence and invoices. |
| Award Start Certificate | the form that an authorised person at the Host Organisation is required to sign and send to Target Ovarian Cancer to activate the Grant. |
| Business Day | means any day, other than a Saturday, Sunday or any other day on which clearing banks in the City of London are not open for the conduct of ordinary non-automated business. |
| Claim Invoice | an invoice that shall be completed by the Host Organisation and submitted to Target Ovarian Cancer which sets out: <ul style="list-style-type: none"> (a) actual expenditure by the Host Organisation during a particular period in connection with a particular Target Ovarian Cancer grant; and (b) any further information that Target Ovarian Cancer requests from the Host Organisation. |
| Confidential Information | has the meaning set out in Condition 13.1. |
| Cumulative Net Income | means total net income received as a result of exploitation of the Target Ovarian Cancer project after the deduction of Direct Costs. |
| Directly Allocated Costs | costs of resources used by a project that are shared by other activities and based on estimates (e.g. principal and co-investigator costs, estates costs). |
| Direct Costs | means all external expenses incurred and paid by the institution in connection with the filing, prosecution and maintenance of the Intellectual Property including, but not limited to, official filing fees, agent costs, and reasonable legal, litigation and other advisory and consultancy fees. Direct Costs shall not include the institution's internal costs relating to these activities, regardless of the legal constitution of the institution's Technology Transfer Office (TTO). Institution & TTO may not make deductions for salary or taxes in respect of the institution & TTO or for any amounts payable to the inventors or generators of the Arising Intellectual Property. |

| | |
|-----------------------------------|--|
| Equity | shares, options, warrants, convertible debt or any other contractual or other right to acquire shares or options as an owner, proprietor, partner or a beneficial interest in any of the foregoing. |
| Final Grant Holder Report | a form (to be supplied Target Ovarian Cancer) on which the Host Organisation shall report on the activities funded by the Grant, which shall be completed by the principal Grant Holder and submitted to Target Ovarian Cancer within three months of the end of the Grant Period or as otherwise required by Target Ovarian Cancer. |
| Final Spend Report | a form (to be supplied Target Ovarian Cancer) that shall be completed by the Host Organisation and submitted to Target Ovarian Cancer which sets out: <ul style="list-style-type: none"> (a) actual total expenditure by the Host Organisation during the lifetime of a particular Target Ovarian Cancer grant; and (b) any further information that Target Ovarian Cancer requests from the Host Organisation. |
| Grant | the grant described in the Award Letter. |
| Grant Conditions | the Standard Conditions in force from time to time as varied or supplemented by any terms and conditions contained in the Award Letter. |
| Grant Holder | the first named or principal investigator identified on the Application Form, and " Grant Holders " shall be construed accordingly. |
| Grant Period | the grant period specified in the Award Letter. |
| Host Organisation | the university, institution or other body at which some or all of the research funded by the Grant will be carried out or which employs any Grant funded personnel. |
| Indirect Costs (Overheads) | non-specific costs charged across all projects that are based on estimates (e.g. HR and finance services, library costs). |
| Inventor(s) | under UK patent law, are 'the actual devisers of the invention'. This refers to those who had the original idea, specified and, in some cases, executed the subsequent project. Hence, an inventor is any individual (regardless of their job title) that makes an inventive contribution to an invention. However, this does not include skilled technical assistance, except where an associate followed a path of their own, maybe against instruction or conventional teaching, and subsequently produced data in support of the patent application. Nor does it necessarily include superiors in the organisation |

who have provided advice, encouragement, finance or a facilitating role.

Intellectual Property (IP)

means:

- (a) patents, rights to inventions, industrial designs, utility models, trade marks, rights in trade dress or get up, service marks, registered designs, applications for any of the above, selection patents, appellation of origin, copyright and related rights, topography rights, design rights, software rights, database rights, know how (trade secrets), confidential information, trade and business names, corporate names rights, internet domain names and any other similar protected rights in any country;
- (b) inventions, designs, software, databases, drawings, other copyrighted objects, processes, know how and other similar assets, materials and rights owned or developed by any person and capable of legal protection;
- (c) associated or accompanying documentation with respect to results of intellectual activity referred to in (a) and (b) above;
- (d) information-carrying and data storage media associated or accompanying items referred to in (a)-(c) above, either in writing or in electronic/digital form, and any and all rights to such data carriers.

Net Revenue

means Cumulative Net Income less Technology Translation Fee

Open Access Policy

Target Ovarian Cancer's policy on open and unrestricted access to published research set out in Appendix 19.1.

Proposed Start Date

the proposed start date of the Grant specified in the Application Form.

Research Partner(s)

organisations who will work in conjunction with the Host Organisation on the proposed research project.

Research Update

a form (to be supplied Target Ovarian Cancer) on which the principal Grant Holder shall report the progress of the research against the milestones and timelines set out in the grant proposal.

Standard Conditions

these standard conditions of grant.

Technology Translation Fee

the percentage of the Cumulative Net Income which the exploiting party is entitled to in recognition of its exploitation of the Target Ovarian Cancer funded project.

UK PubMed Central

a UK counterpart of PubMed Central.

Use of Animals in Research Policy

Target Ovarian Cancer's policy on medical research involving animals set out in Appendix 19.2.

Withheld Amount

has the meaning set out in Condition 2.9.