

## **1. General Conditions**

1.1 Applicability and Definitions: Grants awarded by The Sarcoma Trust are subject to the conditions of award which apply at the time that the grant is awarded as stated in the award letter. The Sarcoma Trust reserves the right to change the conditions of award from time to time, at which point the new conditions shall apply to both new and existing grants. The grant holder in these The Sarcoma Trust Standard Conditions and in an award letter, shall be the first named or principal investigator as identified in the application form, or the holder of the chair, fellowship or lectureship, as the case may be, but in the case of an award for a PhD studentship, the grant holder shall be the PhD student's supervisor. The grant holder is the person at the institution to whom correspondence is normally addressed in connection with the administration of an award. The institution employing the grant holder, also sometimes referred to as the host institution, shall be responsible for the award (including all administration and liaising with third parties) and for ensuring compliance with the conditions of award by the other institutions where the research activity involves more than one institution. Any individual reference to institution shall be to each institution employing the relevant Sarcoma Trust funded personnel or otherwise involved in the research activity. Terminology used in the The Sarcoma Trust Standard Conditions, such as project, research, activity, research activity, funding shall always be taken to apply to all types of award, whatever is covered by the award whether salary and/or equipment, and, when included, expenses.

1.2 Acceptance of any award: Before an award may commence the institution, or where more than one institution the host institution, (through an authorised signatory), head of department, grant holder and any co-applicants must accept and agree to abide by the conditions of award set out in the award letter. The conditions shall normally be The Sarcoma Trust's Standard Conditions, but these may be varied in the award letter. The host institution undertakes to bring to the notice of all other institutions involved in any research activity the conditions of award and obtain their agreement to them.

1.3 Use of an award: The grant holder must use his/her best endeavours to complete the research activity, or ensure the research activity is completed within the agreed period and the overall amount of grant awarded. The use of grant monies for any purpose other than that specified under the award is not permitted without The Sarcoma Trust's prior written approval.

1.4: Start date: An award should be taken up as soon as possible and the grant holder must advise The Sarcoma Trust in writing of the starting date of the research activity at the earliest opportunity. If the activity does not commence within 6 months of the date of the award letter, The Sarcoma Trust reserves the right to withdraw the offer, whether or not it has been accepted without any liability. The grant holder must inform The Sarcoma Trust of any interruptions to the research activity. The Sarcoma Trust reserves the right to review the award and make whatever changes they deem appropriate, including terminating the award in the event of such an interruption.

1.5 Staff: The Sarcoma Trust must be provided with details of all individuals being supported under its awards and be notified of any changes of personnel. The Sarcoma Trust reserves the right to review the award in the event of such a change and make any changes it deems appropriate including terminating the award.

1.6 Progress and Final Reports: A brief report must be submitted to The Sarcoma Trust on each anniversary of the award of the grant. Further funding will not be released until its receipt. A final report, endorsed by the head of department must be submitted within three months of the end of the award. The final claim for reimbursement will be withheld until its receipt. Failure to submit a report may cause The Sarcoma Trust to terminate an existing reward and refuse to consider further applications from the grant holder.

1.7 Transfer of an award: A grant holder wishing to transfer an award to another institution within the UK should inform The Sarcoma Trust in advance. The Sarcoma Trust will normally consent providing the aims and objectives of the research activity are not adversely affected, that the new centre has adequate facilities and that the move has the prior written approval of all concerned. It is expected that any equipment purchased under the award will be transferred at the expense of the new institution. Should a co-applicant move to another institution during the tenure of an award, the award may not move with him/her unless all parties concerned agree in writing to such a move. The Sarcoma Trust would not expect to incur any additional costs as a result of such a move.

1.8 Site Visits: The Sarcoma Trust or its agents may make Site Visits at any time upon reasonable notice.

1.9 Termination of an award: When The Sarcoma Trust make an award, it reserves the right to terminate the award without notice. In such a case, The Sarcoma Trust will reimburse the host institution for expenditure properly incurred under the award up to the termination date, but it will not in any event be responsible for or indemnify the host institution, or where more than one, other institutions, against any claim for compensation or other claim for which they may be liable as employer or otherwise.

1.10 The Sarcoma Trust's Award Reference Number: This must be quoted on all correspondence and invoices.

1.11 The Sarcoma Trust funded professors: The Sarcoma Trust's Standard Conditions apply equally to any activity of The Sarcoma Trust's funded professors in their capacity as grant holders, except to the extent that the The Sarcoma Trust Standard Conditions may be varied in a letter of appointment.

1.12 The Sarcoma Trust funded personnel: Any person funded by The Sarcoma Trust, during their period of funding, shall not by action or omission bring the name of The Sarcoma Trust into disrepute, or otherwise adversely affect the goodwill of The Sarcoma Trust.

## **2. Responsibilities of the institution and limitations of The Sarcoma Trust's liability**

2.1 General: It is the responsibility of the host institution to ensure that the award is applied exclusively and appropriately to third parties engaged on the research activity and that the research purposes are met, and that none of the obligations to third parties conflict with The Sarcoma Trust Standard Conditions. The institution shall also ensure that the work is undertaken in an adequate and proper way and that there is appropriate supervision of the people and activity funded.

2.2 Best research practice and indemnity: The Sarcoma Trust relies entirely on the institution to ensure that the research activity supported is carried out in accordance with best practice in order to avoid damage, loss or injury to persons or property. The Sarcoma Trust requires the institution to take all reasonable precautions to safeguard the health and safety of those

involved in the research and all third parties affected thereby and accept no liability for any accident, injury or loss sustained by any person as a result of and/or in the course of that research or activity. In accepting the award, the host institution agrees to indemnify The Sarcoma Trust against any liability (including legal costs) arising from any claim made against The Sarcoma Trust in connection with or arising from any funded activity or person or the accuracy or application of the results of that activity and confirms that it has obtained and will maintain in force for the duration of the award and for a period of five years thereafter, public and professional indemnity insurance at a level appropriate to the risks involved.

2.3 Expenditure: The Sarcoma Trust accepts no responsibility, financially or otherwise, for the expenditure (or liability arising out of such expenditure) or liabilities arising out of work other than those specifically listed in the award letter, any accompanying notes and these The Sarcoma Trust's Standard Conditions. The control of expenditure to be funded under the award must be governed by the normal standards and procedures of the host institution and must be covered by the formal audit arrangements that exist in that institution. Notwithstanding any other provision in these The Sarcoma Trust Standard Conditions. The Sarcoma Trust shall not be liable to the institution for any amount in excess of the award.

### **3. Employment of The Sarcoma Trust's Funded Personnel**

3.1 General: In all cases where support is provided for the employment of staff, The Sarcoma Trust does not act as an employer and therefore the institution undertakes to be responsible and liable for the issue of contracts and compliance with employment statutes. Employer's contributions in respect of National Insurance, Superannuation etc. as specified in the award letter will be reimbursed, but the responsibility for these payments lies entirely with the institution. The Sarcoma Trust will not be responsible for claims under any statute or at common law, nor will it indemnify the institution against any claim for compensation for which the institution as an employer or otherwise may be liable.

3.2 The institution must accept full responsibility for the management, monitoring and control of all personnel (whether permanent, temporary or students) employed in or involved in the research work funded by an award, including scientific fraud. It must also ensure that all personnel associated with the work receive training appropriate to their duties and the requirements of any statute or regulation.

3.3 Proportion of time: Personnel whose salaries are funded by The Sarcoma Trust are expected to devote substantially the whole of that salaried time to the funded activity.

3.4 Co-applicant: Co-applicant status will not be given to an individual whose salary is being sought on the grant.

3.5 Undertaking to pay salaries: The institution undertakes to pay all salaries of all principal investigators and co-applicants where these are not claimed in an application for the duration of the award.

3.6 Clinical Staff: All The Sarcoma Trust funded clinical fellows must hold an honorary clinical contract at the appropriate level.

3.7 Annual Leave: The Sarcoma Trust expects an individual's annual leave entitlement to be taken within the period of the award.

## **4. Financial**

4.1 General: In accepting the award the host institution and grant holder confirm that none of the funding in the award is the subject of any financial assistance from any other source.

4.2 Amount of award: Total amounts agreed in an award will not be increased except under very exceptional circumstances. Decisions on an increase will be made by the trustees of The Sarcoma Trust, whose decision is final.

4.3 Funded personnel:

(i) In cases where staff are employed under an award, no increase in salary other than nationally agreed pay awards and annual increments will be met by The Sarcoma Trust. The Sarcoma Trust pays salaries aligned to the university non-clinical academic salary scales and NHS clinical scales and academic equivalent.

(ii) Before confirming the appointment or replacement of funded personnel, the candidate's curriculum vitae, unless included in the application, must be forwarded to The Sarcoma Trust with proposed basic starting salary and start date for prior written approval.

(iii) Should a grant holder whose salary is provided by the award obtain salary support from an alternative source, the salary provision may not be transferred to any other individual.

4.4. Equipment: Reimbursement of equipment monies will be subject to receipt of a claim from the host institution's finance office to which a copy of the relevant invoices must be attached. The Sarcoma Trust will not reimburse equipment costs not covered by an award. As it is currently possible to obtain exemption from the payment of VAT for equipment donated for medical research, The Sarcoma Trust will reimburse VAT only on non-exempt items and if provision has been made for this in the application.

4.5 Costs not covered by The Sarcoma Trust: The Sarcoma Trust awards grants on the basis that infrastructure and overhead costs are met by the institution (including but not limited to lighting, heating, institute support staff salaries, publication charges, administrative costs, library facilities). The Sarcoma Trust will not accept responsibility for staff salaries between grant periods, or as consequence of a deferred application.

4.6 Reclaiming award expenditure: Claims for salaries (personnel should be named) research expenses and equipment (copy purchase invoices must be attached) will be reimbursed quarterly in arrears against details, in the format agreed, itemising expenditure from the host institution's finance office. A final claim must be submitted within six months of the end of the award. No reimbursements will be made against claims received after this period.

4.7 Audit: The Sarcoma Trust reserves the right to request auditors of its own to seek confirmation from the host institution's external auditors that the award and the amount paid by The Sarcoma Trust have been used for the purpose for which they were awarded.

## **5. Equipment**

5.1 General: Any equipment awarded is donated to the department in which the principal investigator works. Equipment provided by an award is solely for the benefit of the research as specified in the award. Should any ancillary activity be carried out using this equipment for commercial gain (that is use for which charges are levied) The Sarcoma Trust's prior written approval must be obtained; such approval may be conditional on The Sarcoma Trust sharing any financial benefit that results. If the research activity for which the equipment was purchased ends prematurely, or if the equipment is no longer required for the purpose it was

given for whatever reason, The Sarcoma Trust must give consent in writing prior to its disposal or other use.

5.2 Responsibility: The institution must take responsibility for installation, maintenance, repairs and insurance costs at their own expense. In certain circumstances equipment might be subject to further conditions specified in the award letter.

5.3 Relocation: If The Sarcoma Trust has approved the transfer of an award to another institution, it reserves the right to require that equipment which was included in the award be transferred at no cost to The Sarcoma Trust.

## **6. Ethical approval**

6.1 Acceptance of an award constitutes confirmation that any necessary Ethical Committee approval has been obtained. An award may not commence without full ethical approval if such approval is required. A copy of the approval must be forwarded to The Sarcoma Trust prior to commencement unless included in the application. If ethical approval is not required the statement on the Application Form must be completed.

## **7. Intellectual property and commercial exploitation**

7.1 The Sarcoma Trust is committed to promoting research into the causes and treatment of all sarcomas. As a charity The Sarcoma Trust 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. The Sarcoma Trust therefore requires all grant holders, The Sarcoma Trust funded personnel and their institutions to play an active role in ensuring the protection and exploitation of the intellectual property arising out of any The Sarcoma Trust's funded person or The Sarcoma Trust's funded activity ("Intellectual Property"). (The term intellectual property includes but is not limited to inventions, technologies, products, data, know-how and materials).

7.2 The Sarcoma Trust requires the institution and grant holders to:

- (i) Notify The Sarcoma Trust promptly in writing when Intellectual Property that may be of medical or commercial value is created and ensure that such Intellectual Property is protected and not published or otherwise publicly disclosed prior to protection whilst at the same time ensuring that potential delays in publication are minimised.
- (ii) Ensure that all persons in receipt of The Sarcoma Trust's funding or working on a The Sarcoma Trust's funded activity (including employees, students, visiting staff and subcontractors) are employed or retained on terms that vest in the institution all Intellectual Property which is created or acquired by any such person.
- (iii) Permit The Sarcoma Trust to have reasonable access to people and information who and which has any bearing on a The Sarcoma Trust's funded activity or exploitation envisaged under this Condition 7 and
- (iv) Apply with full rigour all relevant arrangements, as may from time to time be agreed with the institution in connection with Intellectual Property and the exploitation thereof and allow The Sarcoma Trust the right to inspect relevant books and accounts to confirm that there has been an appropriate benefit sharing made in relation to any such exploitation. (The institution shall have the same right if any exploitation is undertaken by The Sarcoma Trust).

7.3 No Intellectual Property created or acquired may be exploited or disposed of in any way without the prior written consent of The Sarcoma Trust, such consent not to be unreasonably withheld. Exploitation includes use for any commercial purposes or any licence, sale assignment materials transfer or other transfer of rights. As a condition of granting such

consent, The Sarcoma Trust may require the institution to agree to terms of exploitation including the sharing of benefits such as revenues and equity arising from the exploitation.

7.4 If the institution does not protect or exploit any Intellectual Property to The Sarcoma Trust's satisfaction, The Sarcoma Trust shall have the right, but not a duty, to protect and exploit such Intellectual Property. If The Sarcoma Trust decides to exercise its right, the institution agrees to co-operate fully and to carry out and ensure that The Sarcoma Trust's funded personnel, its employees and other relevant personnel under the control of the institution carry out all acts required to assist The Sarcoma Trust in such protection and exploitation.

## **8. Consultancies, third party restrictions and arrangements**

8.1 The institution shall ensure that no consultancies, third party restrictions and arrangements are entered into in relation to any The Sarcoma Trust's funded person or activity except as provided in this Condition 8.1

(i) Consultancy is limited to the provision of advice and exchange of ideas and should not include research or supervision of research. The Sarcoma Trust is concerned that any form or remuneration by a company is made only for the provision of advice and the exchange of ideas and does not enable that organisation to gain inappropriate access to any of The Sarcoma Trust's funded person or activity. Consultancies may not be used to enable an organisation to gain an unfair advantage over its competitor in access to a Sarcoma Trust's funded person or activity.

(ii) No individual or institution funded by The Sarcoma Trust or involved in any of The Sarcoma Trust's funded activity will without the prior written consent of The Sarcoma Trust, accept any appointment as a consultant, or enter into confidentiality agreements or use materials or compounds not obtained commercially) where any party would place restrictions on the publication of, or obtain prior knowledge of any research findings of The Sarcoma Trust funded individuals or activities other than those relating specifically to the materials or compounds supplied.

(iii) No any individual or institution funded by The Sarcoma Trust or involved in any of The Sarcoma Trust's funded activity will enter into any collaborative arrangements involving The Sarcoma Trust's funded individuals, materials or activities involving The Sarcoma Trust funded individuals, materials or activities, where any party would place restrictions on the publication of, or obtain prior knowledge of any research findings of The Sarcoma Trust funded individual or activities other than those relating specifically to the materials or compounds supplied

(iii) No any individual or institution funded by The Sarcoma Trust or involved in any of The Sarcoma Trust's funded activity will enter into any collaborative arrangements involving The Sarcoma Trust's funded individuals, materials or activities where any party would place restrictions on the publication of, or patenting or commercial exploitation of any results of such collaborative arrangements without the prior written consent of The Sarcoma Trust. As a condition of granting such consent, The Sarcoma Trust may require the host institution and/or the individual to agree to terms including the sharing of benefits (such as revenue and equity)

8.2 The institution, grant holders and co-applicants confirm that upon acceptance of an award there are no pre-existing arrangements which have not been disclosed fully in writing to The Sarcoma Trust, which are or could lead to a breach of The Sarcoma Trust Standard Conditions.

8.3 The institution is required to review in advance all proposed agreements involving any Sarcoma Trust funded individual including professors, and/or The Sarcoma Trust funded activity, to ensure that the agreements are consistent with the conditions of award. If the

institution has any concern about the commercial involvement or otherwise of any Sarcoma Trust funded individual or The Sarcoma Trust funded activity, it must notify The Sarcoma Trust of that concern in writing. The Sarcoma Trust reserves the right to review any proposed or existing agreement if it believes it could have any effect on The Sarcoma Trust's charitable activities or interests and/or the award, and the institution agrees to provide copies of such agreements as requested by The Sarcoma Trust.

8.4 If any individual funded by The Sarcoma Trust or involved in a Sarcoma Trust funded activity wishes to participate in any start-up company or other organisation, to which the results of any The Sarcoma Trust funded activity have or may be transferred, or hold any equity in such company or organisation, notwithstanding Condition 7.3, such individual must obtain the prior written consent of The Sarcoma Trust, such approval not to be unreasonably withheld.

8.5 The Sarcoma Trust funded professors shall provide The Sarcoma Trust with a list of all consultancies and equity interests related to their research covering themselves and all other members of their department and update such consultancies and interests once a year on the anniversary of the award of their grant.

## **9. Acknowledgements, Publications and Publicity**

9.1 General: Grant holders must inform The Sarcoma Trust when publication of research papers based on work funded, wholly or partly, by The Sarcoma Trust is imminent. Grant holders must take all reasonable actions to ensure that The Sarcoma Trust's support is acknowledged in all publications, either in the text or in a footnote and quoting "The Sarcoma Trust" followed by the award reference number. One copy of each published paper must be forwarded to The Sarcoma Trust upon publication.

9.2 Grant Holders, personnel involved in The Sarcoma Trust funded activities and the institution may not use The Sarcoma Trust logo without the written permission of The Sarcoma Trust.

9.3 Grant holders must ensure that all written press statements on The Sarcoma Trust funded activities have been approved by the charity prior to release.

9.4 Grant holders and personnel involved in The Sarcoma Trust funded activities will assist The Sarcoma Trust in its policy of publicising as widely as possible its awards and progress in scientific research supported by the charity.

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