

Registered Charity 326385

www.neuroblastoma.org.uk

NEUROBLASTOMA UK 2021 RESEARCH GRANT AWARDS

Reference: NBUK21

Title

Principal Research Applicant:

Name Address Email

Administration contact:

Name and email

TERMS & CONDITIONS

Neuroblastoma UK have awarded to [Principal Research Applicant] (the "Grantholder') £_____ over months for this research project (the "Grant'), which will be administered by [XYZ Institution] (the "Host Institution"). The start date is intended to be If the Research is not substantially commenced within 12 months of the Grant shall lapse.

1. Monies will be paid in arrears against an invoice submitted at quarterly intervals. Please send invoices to

Neuroblastoma UK c/o NW Accountancy Ltd 7 Laureate Paddocks Newmarket, Suffolk, CB8 0AP

Or by email to helen@nwaccountancy.co.uk and grants@neuroblastoma.org.uk

NBUK reserves the right to delay payment of invoices until any outstanding final reports have been received (see notes 5 below). All invoices must be submitted within 6 months of the end date of the Grant. Any unclaimed money at this stage will be returned to the Neuroblastoma UK unrestricted fund.

2.The Host Institution must ensure that the Grant is used for the purposes for which it was awarded. Any plan to diverge from the original Grant application requires the prior written agreement of Neuroblastoma UK, which must also be kept informed of proposed changes to personnel and timings. The Host Institution shall ensure that adequate resources are provided to support the research project in accordance with the timeframe reflected in the Grant. Permission will generally be granted to vire money between consumables, salaries and travel costs provided there is no additional cost to Neuroblastoma UK.

The Host Institution must ensure that, before the research commences and throughout the period of research, all necessary legal, regulatory and ethical requirements and approvals in relation to the research are met or obtained. The Host Institution shall comply with and perform all legal, regulatory and ethical obligations with respect to the research, including with respect to employment legislation and health and safety requirements. The Host Institution shall employ or engage as the case may be the relevant research personnel in accordance with its normal procedures and shall be fully responsible in all respects for such personnel. Neuroblastoma UK does not act as an employer with respect to the Grant. It will not be responsible for any costs, claims or expenses relating to redundancy, dismissal or otherwise concerning the employment or engagement of personnel.

The Host Institution will ensure proper financial management of the Grant and accountability for the use of public funds. It will ensure that monies awarded are only used for the Grant and are not utilised for any other project or activity. The Host Institution will be responsible for any expenditure in excess of the funding stipulated in the Grant. On request the Host Institution shall provide written confirmation that the costs incurred meet the conditions of the Grant.

3.Neuroblastoma UK accepts no responsibility for costs, claims, damages, losses, expenses or liabilities incurred in connection with the research other than those specifically set out in the Grant documentation. The Host Institution will indemnify and hold Neuroblastoma UK and its directors, officers and employees harmless from and against all costs, claims, damages, losses, expenses and liabilities that arise in relation to the research project except to the extent that they relate to the negligence of Neuroblastoma UK. The Host Institution must hold appropriate insurance in relation to risks relating to the conduct of the research, including insurance covering personal indemnity, public liability and employer's liability and shall maintain such policies during the research project.

It is acknowledged that the Host Institution will operate effective procedures to prevent professional misconduct and to manage conflicts of interest.

4.Neuroblastoma UK reserves the right to amend the terms and conditions of the Grant and its general funding policies from time to time. It shall be entitled to amend, suspend, cancel or terminate the Grant (or any part of it) at any time without notice. Except where the termination is due to any default of the Host Institution, Neuroblastoma UK shall reimburse any expenditure properly incurred by the Host Institution in relation to the Research prior to the date of termination.

The Host Institution shall ensure that the useful results of the research are applied for the public benefit.

6.In the event of **Intellectual Property** arising from this grant, [Grant Holder and Institution] agree that the following provisions shall apply to any intellectual property arising from the grant:

a) As a charity, Neuroblastoma UK ("NBUK") 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 obligation may be best achieved through the protection of intellectual property and commercial exploitation.

b) [Grantholder] should notify NBUK promptly in writing when IP arises from the grant and take all reasonable steps to ensure that such IP is protected and not published or otherwise disclosed prior to protection (while also minimising delays in publication).

c) [Grantholder] should seek NBUK's consent to exploit commercially the results of any research NBUK has funded. NBUK will only refuse consent where it considers that the proposed commercial exploitation runs counter to its interests and charitable objectives.

d) [Grantholder and Host Institution] should inform the charity of any pre-existing arrangements of which they are aware, and which could lead to a breach of these

conditions.

e) If IP arises from research carried out by [Grantholder], the Net Revenue after Direct Costs and Translation fee will be shared equally between Host Institution and NBUK, unless NBUK agrees some other sharing arrangement.

"Direct Costs" means all external expenses incurred and paid by [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 bearing those costs. Nor may it make deductions for salary or taxes in or for any amounts payable to the inventors or generators of the Intellectual Property.

Translation fees are set at 5-10% after deducting Direct Costs. Where a higher percentage fee is sought by the institution, the onus will be on the institution to demonstrate why a higher fee is warranted (for example because relevant service cost has been absorbed other than those already deducted as Direct Costs).

7. The applicant, or a mutually acceptable representative, may be expected to attend a conference organised by Neuroblastoma UK and to present a report on the work supported either during, or within a year after, the completion of the research study. The Grantholder is expected to work with NBUK and the Host Institution's own media team to publicise the award and the research, and to respond to media enquiries.

The Grantholder is required to complete post grant, clinical impact questionnaires, on no more than an annual basis, as requested by Neuroblastoma UK.

I agree to these terms and conditions

Signature of Principal Applicant

Date

Signature for Host Institution

Date

Please return this form electronically to both grants@neuroblastoma.org.uk and treasurer@neuroblastoma.org.uk