



**OVARIAN CANCER ACTION
STANDARD CONDITIONS OF GRANT
("OCA STANDARD CONDITIONS")**

1. GENERAL CONDITIONS

1.1 Definitions

'Award Letter' The letter from OCA to the Grant Holder specifying the amount of grant that has been awarded and any special conditions of award in addition to these OCA Standard Conditions.

'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.

'OCA' Ovarian cancer action (registered charity number 1109743).

'Conditions of Grant' The OCA Standard Conditions in force from time to time as varied or supplemented by any terms and conditions in the Award Letter.

'Grant' The grant described in the Award Letter.

'Grant Holder' and 'Grant Holders'

The first named or principal investigator identified on the application form or holder of the fellowship or grant.

'Host Institution' The Institution employing the Grant Holder(s).

'Institution' Each 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.

'Intellectual Property' Includes all inventions, discoveries, materials, technologies, products, data, algorithms, software, patents, databases, copyright and know-how.

'OCA Grant reference number'

The unique number allocated by OCA and which must be quoted on all correspondence and invoices.

1.2 Applicability: Grants awarded by the OCA are subject to the Conditions of Grant. OCA reserves the right to amend the OCA Standard Conditions, any terms and conditions in the Award Letter and any general policies or guidance relating to Grants. Institutions will be informed of any such change and issued with a revised copy of the relevant document or directed to an updated version of the document on the OCA's website. As from the issue date of the revised document,

the revised provisions contained therein will apply to all new and existing Grants. The Grant Holder is held responsible for the Grant, both scientifically and financially and for ensuring compliance with the Conditions of Grant on behalf of the Host Institution and where more than one institution is involved, for all the Institutions. Any individual reference to "Institution" shall be to each and every Institution employing the relevant OCA funded personnel or otherwise involved in the research activity.

1.3 Acceptance of a Grant: Before a Grant may commence, the Institution, or where more than one 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 Grant by signing and returning the acceptance form provided with the Award Letter. The Host Institution undertakes to bring to the notice of all other Institutions involved in any research activity the Conditions of Grant and obtain their written agreement to them. In accepting the Grant the Institution is undertaking to ensure that sufficient resources not provided by the Grant are provided by the Institution to fully support the activities described or referred to in the Award Letter for the duration of the Grant.

1.4 A Grant which is conditional on successful applications for funding from other sources may not commence until written confirmation has been received by OCA from the Host Institution that the research activity is fully funded.

1.5 Use of a Grant: The Grant Holder must use his/her best endeavours to ensure the research activity is completed within the agreed period and within the overall amount of Grant awarded. The use of Grant monies for any purpose other than that specified in the Award Letter is not permitted without OCA's prior written approval.

1.6 Starting a Grant: The Grant should be taken up as soon as all approvals required by the Conditions of Grant are in place. The Grant Holder must advise OCA 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 Grant shall automatically terminate without the need for further notification and without any liability on the part of OCA. The Grant Holder must inform OCA of any interruptions or delays to the research activity. OCA reserves the right to review the Grant, and make whatever changes it deems appropriate including terminating the Grant, in the event of such an interruption or delay.

1.7 Progress and Final Reports: A report in the form specified by OCA from time to time must be submitted to OCA annually on the anniversary of the Start Date. Further funding will not be released until its receipt. A final report in the prescribed format, endorsed by the head of department, must be submitted within three months of the end of the Grant period. The final claim for reimbursement will be withheld until its receipt. Failure to submit a report may cause OCA to terminate an existing Grant and refuse to consider further applications from the Grant Holder.

1.8 Transfer of an award: A Grant Holder wishing to transfer a Grant to another Institution within the UK which is eligible to receive funding from OCA should obtain prior written approval from OCA. OCA 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, subject to the approval of the existing Institution, that any equipment purchased under the Grant will be transferred at the expense of the new Institution. Approval by OCA for a transfer of a Grant will not be given until evidence has been provided to OCA demonstrating that all equipment necessary to fulfil the Grant will be made available at the new Institution. The funding of those salaried personnel who do not wish to transfer shall automatically cease. Should a co-applicant move to another Institution during the tenure of a Grant, the Grant may not move with him/her. OCA will not reimburse any additional expenses incurred as a result of transferring a Grant.

1.9 Site visits: Site visits may be made at any time upon reasonable notice by OCA or its agents.

1.10 Suspension or Termination of a Grant:

1.10.1 Without prejudice to any other rights that OCA has under the Conditions of Grant or otherwise, OCA reserves the right to suspend or terminate a Grant at any time and for any reason. So far as reasonably practical, OCA shall endeavour to give at least 30 days prior notice, but shall be entitled to terminate without notice.

1.10.2 Where there has been no breach of the Conditions of Grant by the Grant Holder(s) or Institutions, OCA will reimburse the Host Institutions for expenditure properly incurred by it and authorised under the Grant up to the termination or suspension date.

1.10.3 OCA will under no circumstances be liable for or indemnify any Institutions, Grant Holder(s) or personnel funded by the Grant for any costs, expenses, liability or claims arising from termination or suspension of the Grant including but not limited to employment related liabilities or liabilities arising from breach of infrastructural commitments that might result from termination of the Grant.

1.10.4 OCA may terminate the Grant and/or its funding of an individual forthwith upon written notice to the Grant Holder and Institution, if any individual funded by OCA by act or omission does anything which in OCA's opinion adversely affects OCA's name and reputation or brings it into disrepute.

2. RESPONSIBILITIES OF THE INSTITUTION AND LIMITATIONS OF OCA'S LIABILITY

2.1 General: It is the responsibility of the Host Institution to ensure that the Grant is applied exclusively and appropriately in support of the research activity or purpose for which it has been awarded, that all applicable laws, regulations and obligations to third parties relating to the research activity and purpose are met, and that no obligations to third parties conflict with the OCA 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. The Host Institution acknowledges that OCA does not under any circumstances accept liability as 'sponsor' under any relevant legislation.

2.2 Clinical Trials: Notwithstanding any delegation of its obligations to third parties, in accepting the Grant the Host Institution undertakes to OCA sole responsibility for the obligations and liabilities of 'sponsor' under the European Directive on Good Clinical Practice in the Conduct of Clinical Trials on Medicinal Products for Human Use and the Medicines for Human Use (Clinical Trials) Regulations 2004 as amended from time to time and shall ensure that the requirements of the MRC Guidelines for Good Clinical Practice in Clinical Trials and all other legal requirements are fully complied with.

2.3 Best research practice and indemnity: OCA 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 and where relevant to comply with its obligations as 'sponsor' pursuant to conditions 2.1 and 2.2 above. OCA 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 accepts 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 Grant, the Host Institution agrees to indemnify OCA against any costs, claims or liabilities (including legal costs) suffered or incurred by OCA as a result of any action, claim or complaint brought against OCA 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 Grant and for a period of five years thereafter, public and professional indemnity insurance at a level appropriate to the risks involved.

2.4 Limitation of liability: OCA accepts no responsibility, financially or otherwise, for expenditure (or liabilities arising out of such expenditure) or liabilities arising out of the work funded by the Grant other than those specifically listed in the Award Letter, any accompanying notes and these OCA Standard Conditions. Notwithstanding any other provision in these OCA Standard Conditions, OCA shall not be liable to the Institution for any amount in excess of the Grant. OCA will not be liable for and shall not indemnify the Institution, any Grant Holder or any other person working on the Grant (including employees, students, visiting fellows and subcontractors) against any claims for compensation or against any other claims (whether under any statute or regulation or at common law) for which the Institution may be liable as an employer.

3. FINANCE & ADMINISTRATION OF OCA FUNDED PERSONNEL AND EQUIPMENT

3.1 Funded Personnel

3.1.1 Amount of award: Total amounts agreed in a Grant will not be increased except under very exceptional circumstances at OCA's sole discretion. Monies may not be varied between budget headings. The control of expenditure to be funded under the Grant must be governed by the normal standards and procedures of the Host Institution and must be covered by the formal audit arrangements that exist in that Institution.

3.1.2 General: In all cases where financial support is provided for the employment of staff, OCA does not act as an employer, and therefore the Institution undertakes to be responsible and liable for the issue of contracts and compliance with all relevant laws and regulations. Employers' 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 tenure of appointment of staff recruited to work on OCA supported projects must be confined strictly to the period of the Grant, and OCA accepts no liability for contracts extending beyond the defined Grant period or for their termination before or at the end of the contract period.

3.1.3 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 the Grant, including research misconduct and 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. If a case of fraud or misconduct is suspected in the course of the research then OCA must be notified immediately and kept informed of further developments. OCA retains the right to investigate any aspect of fraud or misconduct itself as it reasonably sees fit and the Host Institution shall provide such assistance and information as OCA may reasonably require for that purpose. OCA shall in its sole discretion be entitled to suspend or terminate the Grant in the event of fraud or misconduct being proven or if it is dissatisfied with any aspect of the investigation.

3.1.4 The Grant Holder must obtain OCA's written approval before appointing and replacing staff funded by the Grant. The Grant Holder should submit the candidate's CV, unless included in the application, to OCA with the proposed basic starting salary and start date for prior written approval. Starting salaries for replacement staff will normally revert to the levels awarded for the first year of the Grant.

3.1.5 Increases in salaries other than annual increments and nationally agreed pay awards will not be met by OCA. OCA reimburses salaries aligned to the national pay scales or recognised local pay models. OCA will not object to Institutions paying higher salaries at their own cost.

3.1.6 Should a Grant Holder, whose salary is provided by the Grant, obtain salary support from an alternative source, their salary provisions may not be transferred to any other individual.

3.1.7 The Grant Holder must notify OCA of any delays relating to the appointment of staff. OCA reserves the right to review the Grant in the event of such delays and make any changes it deems appropriate, including terminating the Grant.

3.1.8 OCA will not accept responsibility for staff salaries for any period after the end of a Grant period and prior to that Grant's renewal or a new Grant commencing or as a consequence of the application process.

3.1.9 Proportion of time: Personnel, whose salaries are funded by OCA, are expected to devote substantially the whole of that salaried time to the funded activity.

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

3.1.11 Undertaking to pay remuneration: The Institution undertakes to pay the remuneration of all principal investigators and co-applicants employed by the Institution, where these are not claimed in an application, for the duration of the Grant.

3.1.12 Clinical staff: All OCA funded clinical fellows must hold an honorary clinical contract at the appropriate level.

3.1.13 Annual leave: OCA expects an individual's annual leave entitlement to be taken within the period of the Grant.

3.2 Equipment

3.2.1 In order to reduce the cost for OCA, it is the duty of the Grant Holder to obtain maximum possible discounts prior to the purchase of any equipment.

3.2.2 Reimbursement of equipment monies will be subject to receipt for a valid claim from the Host Institution's finance office for the item(s) awarded under the Grant to which a copy of the relevant supplier's invoice(s) must be attached. The supplier's invoice(s) should be countersigned by the Grant Holder and bear the item number to which it relates. Equipment for medical research is normally exempt from VAT. OCA will only reimburse VAT on non-exempt items and only if provision has been made for this in the Grant.

3.2.3 Subject to condition 3.2.6 below any equipment provided by the Grant is donated to the department in which the Grant Holder works specifically for the research as specified in the Grant. OCA's prior written approval must be obtained to use the equipment for any other purpose and such approval may be conditional on OCA receiving financial compensation for such use.

3.2.4 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, OCA's prior written consent must be obtained prior to its disposal or any other use.

3.2.5 The Host Institution must take responsibility for installation, maintenance, repairs and insurance costs of the equipment throughout its useful life at its own expense. In certain circumstances equipment might be subject to further conditions specified in the Award Letter.

3.2.6 If OCA approves the transfer of the Grant to another Institution, equipment which was purchased under the Grant may also be transferred provided this is at no cost to OCA and subject to the existing Institution's consent.

3.3 Costs not covered by OCA: OCA awards Grants on condition that any VAT payable infrastructure and overhead costs are met by the Host Institution (including not limited to lighting, heating, support staff salaries, insurance, maintenance, publication charges, administrative costs, library facilities).

3.4 Reclaiming Grant expenditure: Claims will be reimbursed quarterly in arrears against details itemizing expenditure from the Host Institution's finance office in the format specified by OCA from time to time. Essential details required include the Grant number, period of the claim, names of approved staff, their basic salary and start date. Equipment (see condition 3.2 above) and research consumables should be shown separately. A final claim must be submitted within six months of the end of the Grant. No reimbursement will be made against claims received after this period. Unspent funds will be reallocated through OCA's research committees to new grants following peer review.

3.5 Audit: OCA reserves the right to use its own appointed auditors to obtain confirmation from the Host Institution's external auditors that the award and the amounts paid by the OCA have been used for the purpose for which they were awarded and the Host Institution undertakes to provide access to accounting and other records relating to the Grant to OCA and its auditors and to co-operate and to procure co-operation from its external auditors with OCA and its nominees for that purpose.

4. APPROVALS

4.1 Ethical Approval: A Grant may not commence until all necessary ethical committee approvals have been obtained. A copy of all such approval(s) must be forwarded to OCA prior to commencement unless included in the application.

4.2 Use of animals: A project involving the use of animals may not be commenced in the absence of Home Office licences covering all relevant Institutions, the researchers and the research activity. Grant Holders are expected to adopt procedures and techniques which minimise the use of animals including but not limited to adherence to the Association of Medical Research Charities Guidelines on Promoting Good Practice in research involving animals.

5. INTELLECTUAL PROPERTY AND COMMERCIAL EXPLOITATION

5.1 OCA is committed to fighting ovarian cancer. As a charity, OCA 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 commercial exploitation. OCA therefore requires all Grant Holders, OCA funded personnel and their Institutions to play an active role in considering whether the protection, management and exploitation of OCA funded Intellectual Property is an appropriate means of achieving public benefit and develop and implement strategies and procedures for the identification, protection, management and exploitation of OCA Intellectual Property. OCA is also obliged to ensure that it obtains a fair share of the fruits of any OCA funded Intellectual Property (and value arising from exploitation). All Grant Holders and Institutions are required to co-operate in this.

5.2 OCA requires the Institution and Grant Holders to:

(i) notify OCA promptly in writing when Intellectual Property that may be of medical or commercial value arises from the Grant where appropriate 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 OCA funding or working on a OCA funded activity (including employees, students, visiting staff and subcontractors) are employed or retained on terms that vest in the Institution sole and exclusive ownership of all OCA funded Intellectual Property;

(iii) permit OCA to have reasonable access to people and information who and which has any bearing on a OCA funded activity or the exploitation envisaged under this Condition 5; 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 OCA 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. (The Institution shall have the same right if any exploitation is undertaken by OCA).

5.3 No Intellectual Property arising from the Grant may be exploited or disposed of in any way without the prior written consent of OCA, such consent not to be unreasonably withheld. Exploitation includes use for any commercial purpose or any licence, sale, assignment, materials transfer or other transfer of rights. As a condition of granting such consent, OCA will require the Institution to accept the standard revenue and equity sharing terms of OCA which are in place at that time.

5.4 In the absence of any revenue sharing agreement between OCA and the Host Institution (or its agent) as envisaged under condition 5.3, the Host Institution agrees that:

5.4.1 It shall pay or transfer to OCA (as appropriate) half of all consideration (whether in cash or otherwise) received by the Host Institution (or by any person exploiting the findings or Intellectual Property on its behalf) from the exploitation of the findings or Intellectual Property without any deduction of any costs, taxes or other sums and

5.4.2 in the event the Host Institution or its agent exploits, the Host Institution shall ensure that proper books and records are kept recording all exploitation activities and all income received/costs incurred and shall provide a statement every six months summarising this information and shall allow OCA or its agents reasonable access to the books and records as they may reasonably request from time to time.

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

5.6 The Institution shall ensure that no agreements are entered into with any third parties including, but not limited to commercial organisations on terms inconsistent with these OCA Standard Conditions.

6. CONSULTANCIES, DIRECTORSHIPS, THIRD PARTY RESTRICTIONS AND ARRANGEMENTS

6.1 OCA is concerned to ensure that the useful results of research funds are applied for the public benefit (i.e. any private benefit should only be incidental to the public benefit achieved) and

that the integrity and independence of researchers funded (in whole or in part) by OCA is not compromised by any commercial involvement which they may have. Therefore the Institution shall ensure that no consultancies, third party restrictions or arrangements are entered into in relation to any OCA funded person or activity except as provided in this Condition 6 and in accordance with any OCA policy on the relationship between OCA funded researchers and commercial organisations in place from time to time.

6.2 OCA funded personnel may offer services as consultants or non-executive directors to commercial organizations provided that the consultancy or directorship they undertake is limited to the provision of advice and exchange of ideas and must not include research or supervision of research. A consultancy or directorship must not enable a commercial organisation to gain inappropriate access to unpublished data, findings or conclusions from any OCA funded research. The terms of each consultancy or directorship must be set out in a written agreement between the OCA funded individual and the commercial organisation and must be submitted for review and approval in advance to the Institution in accordance with Condition 6.6.

6.3 Neither any individual funded by OCA or involved in any OCA funded research nor the Institution will, without the prior written consent of OCA, accept an appointment as a consultant, or enter into confidentiality agreements or use materials or compounds (not obtained commercially), on terms which would place restrictions on the publication of, or obtain prior knowledge of any research findings of OCA funded individuals or research activities other than those relating specifically to the materials or compounds supplied. "Reach through rights" over OCA funded Intellectual Property in favour of commercial organisations providing materials or compounds to OCA funded individuals for research purposes may not be granted.

6.4 Neither any individual funded by OCA or involved in any OCA funded activity nor any Institution will enter into any collaborative arrangements involving OCA funded individuals, materials or research, 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 OCA. As a condition of granting such consent, OCA may require the Host Institution and/or the individual to agree to terms including the sharing of benefits (such as revenues and equity).

6.5 The Institution, Grant Holders and co-applicants confirm that upon acceptance of a Grant there are no pre-existing arrangements which have not been disclosed fully in writing to OCA, which are or could lead to a breach of the OCA Standard Conditions.

6.6 The Institution is required to review in advance all proposed agreements involving any OCA funded individual and/or OCA funded activity, to ensure that the agreements are consistent with the Conditions of Grant. If the Institution has any concern about the commercial involvement or otherwise of any OCA funded individual or OCA funded activity, it must promptly notify OCA of that concern in writing. OCA reserves the right to review any proposed or existing agreement if it believes it could have an effect on OCA's charitable activities or interests and/or the Grant, and the Institution agrees to provide copies of such agreements, as requested by OCA.

6.7 If any individual funded by OCA or involved in a OCA funded activity wishes to participate in any start-up company or other organisation, to which the results of any OCA funded activity have or may be transferred or licensed or hold any equity in such company or organisation, notwithstanding Condition 5.3, such individual must obtain the prior written consent of OCA, such approval not to be unreasonably withheld. As a condition of granting such consent, OCA may require the individual and/or the Institution to agree to terms including the sharing of benefits (such as revenues and equity).

7. ACKNOWLEDGEMENTS, PUBLICATIONS AND PUBLICITY

7.1 The findings from the research funded by the Grant should be made freely available to the broader scientific community as soon as possible. The publication or release of such findings may be reasonably delayed to enable protection of any intellectual property subject to condition 5 above.

7.2 Grant Holders must inform the OCA immediately when results arising from OCA funding are accepted for publication or presentation.

7.3 Grant Holders must ensure that OCA's support is acknowledged in all publications, either in the text or in a footnote quoting "**Ovarian cancer action**" followed by the award reference number.

7.4 Grant Holders and personnel involved in OCA funded activities, and the Institution, may not use the OCA logo without the written permission of OCA.

7.5 Grant Holders must notify OCA at least 5 working days in advance of any publicity arising from a OCA Grant. Any press release or other material including reference to OCA funded results must be approved by OCA before it is released to the media. Previous compliance with this Condition will be reviewed and taken into account when determining future grant applications from such Grant Holders.

7.6 Grant Holders and personnel involved in OCA activities will assist the OCA upon request in publicising the award of the Grant and subsequent results of each Grant.

7.7 OCA reserves the right to use data or other material from research it funds as part of its fundraising or publicity activities. In recognition of the fact that the source of funding for OCA Grants is primarily from legacies and donations, Grant Holders will not unreasonably refuse a request from OCA to attend and/or speak at events or meetings from time to time to assist in the promotion of OCA and its charitable aims.

8. DATA PROTECTION

8.1 By signing the application form for a Grant, all signatories explicitly accept that:

8.1.1 all information that the Grant Holder and/or Institution supply to OCA relating to any applications or Grants awarded under the OCA Standard Conditions will be used for the purposes of processing the application and/or Grant and for the purpose of audit and/or evaluation. All personal data will be processed by or on behalf of OCA and/or organisations connected with it, in accordance with the Data Protection Act 1998, as amended from time to time. Personal data relating to the applicant(s) and/or individuals funded by the Grant may be disclosed to and processed by external peer reviewers, government and other research bodies some of whom may be based outside the European Economic Area

8.1.2 OCA may publish the name, work address and contact details, including e-mail address of the Grant Holder(s) and others funded by OCA and the title and abstract of the subject matter of any Grant on its website or in its annual report or other publications from time to time

8.1.3 as all research funds have been sourced through fundraising, OCA may contact all OCA funded individuals and institutions by post, telephone or e-mail from time to time about future fundraising and other activities and initiatives of **Ovarian cancer action**.

9. GOVERNING LAW AND JURISDICTION

These OCA Standard Conditions shall be general and construed in accordance with English Law. The Institution and the Grant Holders irrevocably submit to the exclusive jurisdiction of the English Courts to settle all matters in connection with the Conditions of Grant.