Marie Curie Research Grant Terms and Conditions

Marie Curie

Care and support through terminal illness

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INTRODUCTION

These Grant Terms and Conditions, together with the Grant Award Letter, set out the Terms and Conditions on which the Grant is made by Marie Curie to the Host Institution and under which any Principal Investigator(s) conduct the Research.

1. DEFINITIONS

1.1 Activation Date	The formal start date of the Research as agreed in accordance with clause 3.1(6) and clause 3.2(1).
1.2 Applicable Privacy Laws	The European General Data Protection Regulation (EU) 2016/679 (the "**GDPR**"), together with all applicable privacy, security, data protection, direct marketing, consumer protection and workplace privacy laws, rules, requirements and regulations of any jurisdiction, and related guidance from any supervisory authority applicable to the personal data processed in connection with the Grant or the Research
1.3 Bribery Act:	The Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.
1.4 **NOT USED**	NOT USED
1.5 Directly Allocated Costs	The cost of resources used by any research project that are shared by other activities. They are charged to research projects on the basis of estimates rather than actual costs and do not represent actual costs on a research project by project basis e.g. electricity, water.
1.6 Direct Costs	The costs explicitly identifiable as arising from the conduct of the Research.
1.7 Equipment	The equipment required to conduct the Research.
1.8 Funded Intellectual Property	All Results, including clinical trial results.
1.9 Funded Materials	Biological and chemical materials comprised in Funded Intellectual Property.
1.10 Grant	The funding made following a successful grant application to Marie Curie pursuant to and described in the Terms and Conditions of Grant and any additional terms and conditions in the GAL.
1.11 Grant Award Letter (GAL)	The letter from Marie Curie to the Principal Investigator(s) confirming the amount of the Grant and any additional terms and conditions and information relating to the Grant.

1.12	Grant Period	The period over which the Research is to be conducted as set out in the GAL and once the Grant has been activated in accordance with clause 3.1(6).
1.13	Grant Period End Date	The date when the duration of the Grant Period has expired.
1.14	Grant Terms and Conditions	The terms and conditions set out in this document and any additional terms and conditions set out in the grant application or GAL.
1.15	Host Institution	The University, Institution or other body at which the Research funded by the Grant will be carried out.
1.16	NOT USED	NOT USED
1.17	Indirect Costs	Non-specific costs charged across all projects based on estimates that are not otherwise included as Directly Allocated Costs. They include the costs of the Host Institution's administration such as human resources, finance, library and departmental services.
1.18	Instalment	The portion of the Grant value committed over a defined period, the instalment period. Subsequent instalment(s) of the Grant are pending successful interim reviews.
1.19	Marie Curie	Marie Curie, registered in England and Wales with Charity Reg No. 207994 and in Scotland with Charity Reg No. SC038731, and a company limited by guarantee registered in England and Wales No 507597, whose registered office is 89 Albert Embankment, London SE1 7TP.
1.20	NIHR CRN Portfolio	A database of clinical research studies that are supported by the National Institute of Health Research (NIHR Clinical Research Network (CRN) in England.
1.21	Nominated Host Institution	Where the Research is split into two or more Host Institutions, the Host Institution that has executed the GAL and receives the Grant.
1.22	Premises	All research facilities where the Research is conducted.
1.23	Principal Investigator (PI(s))	The lead applicant as specified in the grant application leading the Research or any persons to whom the Host Institution allocated the Grant or any part thereof. In Clinical Trials, the Chief Investigator is the Principal Investigator for the purposes of these Grant Terms and Conditions. Where there are two Principle Investigators, one Principle Investigator shall be the main contact for the Research (the "Lead Principal Investigator) however all Principle Investigators shall have the obligations as outlined in these Grant Terms and Conditions.

1.24	Prohibited Act	(a) offering, giving or agreeing to give any gift or consideration of any kind as an inducement or reward for: (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract relating to the Research; or (ii) showing or not showing favour or disfavour to any person in relation to these Grant Terms and Conditions or any other contract relating to the Research; (b) entering into these Grant Terms and Conditions or any other contract relating to the Research where a commission has been paid or has been agreed to be paid by the Host Institution or Principal Investigator(s) or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to Marie Curie; (c) committing any offence: (i) under the Bribery Act; (ii) under legislation creating offences in respect of fraudulent acts; or (iii) at common law in respect of fraudulent acts in relation to this Agreement or any other contract relating to the Research; or (d) defrauding or attempting to defraud or conspiring to defraud Marie Curie.
1.25	Research	The research and investigation which is the subject of the Grant.
1.26	Research Personnel	The Principal Investigator(s) and the person or persons working under his/her supervision (including students, visitors and sub-contractors) or any person employed or involved in the Research on a temporary and/or permanent basis.
1.27	Results	All inventions, discoveries, materials (including biological and chemical materials), technologies, products, data, algorithms, software, patents, databases, copyright, other intellectual property and know-how arising from the Research.
1.28	Running Expenses	Costs that are not salary and equipment costs, required for the conduct of the Research as agreed by Marie Curie and stated in the GAL, including but not limited to travel & subsistence, conference & meeting expenses, general office expenses, Research Personnel training, open access publication fees, patient & public involvement expenses, regulatory licences & fees, software (including licences) and the use of facilities, specialised equipment, technologies & services.
1.29	Sponsor	an individual, organisation or partnership that takes on overall responsibility for proportionate, effective arrangements being in place to set up, run and report on a research project as defined

by the UK policy framework for health and social care research found at https://www.hra.nhs.uk/planning-and-improving-research/policies-standards-legislation/uk-policy-framework-health-social-care-research/.

1.30 NOT USED

NOT USED

2. RESPONSIBILITIES IN RESEARCH PRACTICE

2.1 Employment

(1) The Principal Investigator(s) and Host Institution agree that Marie Curie does not act as an employer with respect to the Grant[1], and therefore, in all cases where support is provided by the Grant for the employment of staff at the Host Institution or its subcontractors, the Host Institution or its subcontractor(s) must issue a contract of employment for such staff in compliance with the relevant laws and regulations.

(2) The Host Institution warrants that it has adopted the principles, standards and good practice for the management of Research Personnel set out in the 2008 Concordat to Support the Career Development of Researchers (please see here for more information: https://www.vitae.ac.uk/policy/concordat/full, and subsequent amendments. The Host Institution shall maintain an environment in which Research Personnel are selected and treated on the basis of their merits, abilities and potential. It must ensure that reliable systems and processes are in place so that the principles of the Concordat are embedded into practice within the Host Institution.

(3) The Host Institution is responsible for ensuring that all clinical Research Personnel appointed using the Grant should hold NHS clinical contracts (honorary or otherwise) or University contracts (honorary or otherwise) at the appropriate level. The Host Institution is responsible for ensuring all clinical Research Personnel have the necessary legal or regulatory clearances, professional registration and occupational health clearance. Marie Curie accepts no liability for any claim arising out of matters relating to fitness of practice.

(4) Marie Curie will not be liable to the Host Institution for any claim for redundancy, compensation, dismissal or discrimination or any other claims for which the Host Institution or any sub-contractor may be liable as an employer or otherwise.

(5) The Host Institution warrants that all permanent and temporary Research Personnel employed or involved in the Research funded by the Grant receive training appropriate to their duties, in accordance with any applicable legal or regulatory requirements. This includes management and leadership training and development for all Research Personnel with managerial responsibilities.

(6) The Host Institution must ensure that appropriate Premises are available to house the Research Personnel and all equipment used in the Research is fully maintained, kept in an appropriate and safe state of repair

[1] In exceptional and specific circumstances, a Grant may include support costs for Marie Curie staff working within the Host Institution. Such staff will remain Marie Curie employees.

and properly serviced for the duration of the Research. The Host Institution must comply with and perform all obligations and duties at law (including all health and safety legislation) in respect of the Premises.

(7) The Host Institution must identify any risks which could affect the health of new and expectant mothers and must take any actions necessary as a result of the risk assessment.

(8) The Principal Investigator(s) shall ensure that the Research Personnel in receipt of salary support from Marie Curie must ensure that their time commitments to commercial organisations and other non-research activities are compatible with the policies of the Host Institution and any Grant Terms and Conditions.

(9) Research Personnel must disclose to Marie Curie and their Host Institution(s) (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.

(10) In managing a perceived or actual conflict of interest, the Host Institution must use all reasonable endeavours to ensure that Marie Curie is not put at risk of being in breach of charity law or regulation because of the relationship of Research Personnel with a commercial organisation. In particular, the Host Institution should act to ensure that the Results are applied for the public benefit, with only incidental private benefit. This might involve requiring Research Personnel 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 Research Personnel to be capped at a level to be agreed with Marie Curie.

2.2 Project Management

(1) It is the responsibility of the Host Institution to ensure that all Research Personnel comply with the Grant Terms and Conditions.

(2) The Host Institution must hold appropriate policies of insurance covering personal indemnity, public liability, and employer's liability and shall maintain such insurance policies throughout the Grant Period and any commercialisation of the Results.

(3) The Host Institution must ensure proper financial management of the Grant and accountability for the use of public funds.

(4) The Principal Investigator(s) must ensure that the Grant is used for the purposes for which it was awarded. Any plan to diverge from the aims outlined in the original grant application requires prior written agreement from Marie Curie. In the event the Research is terminated early, Marie Curie must be notified in writing as soon as reasonably practicable. Marie Curie will be entitled to a pro-rata refund of the Grant remaining in accordance with the Grant Terms and Conditions.

(5) The Host Institution must ensure that adequate resources are provided to support the activities and timeframe described in the GAL.

(6) The Host Institution must notify Marie Curie if there is any change in status, or of Research Personnel, that may affect its eligibility to hold the grant.

(7) The Host Institution will inform Marie Curie promptly of any pre-existing arrangements which may lead to a breach of the Grant Terms and Conditions. The Host Institution shall not enter into, or permit any person involved with the Research to enter into, consultancies, third party restrictions or arrangements which may affect the Research, or the reputation of Marie Curie, without the prior written agreement of Marie Curie.

(8) The Host Institution and the Principal Investigator(s) must notify any commercial collaborators involved in the Research of the application and obtain their agreement for the disclosure of confidential information.

(9) Marie Curie acknowledges that the Host Institution is subject to the Freedom of Information Act 2000. If the Host Institution receives a 'Request for Information' in respect to any part of the Grant, the Host Institution must notify and consult with Marie Curie on the response to the request, prior to the information being disclosed.

2.3 Scientific Conduct

(1) The Principal Investigator(s) and the Host Institution shall conduct the Research with impeccable integrity and adhering to the highest achievable standards of conduct including, but not limited, to the Medical Research Council's Good Research Practice: Principles and Guidelines.

(2) The Host Institution must have in place formal written procedures for the handling of allegations of research fraud or misconduct including but not limited to falsification, plagiarism, misrepresentation, mismanagement or inadequate preservation of data and/or related materials and breach of duty of care. The procedure(s) must include guidance or a code of practice on standards of professional behaviour, provisions for induction and training of staff, monitoring, resolutions and procedures for handling allegations and fair procedures and appropriate protection for both the accused and any 'whistleblower'. The procedure(s) must be made available to Marie Curie upon request.

(3) It is the responsibility of the Host Institution and Principal Investigator(s) to inform Marie Curie in confidence, at the earliest opportunity, about allegations, progress of the investigation and the investigation outcome of research fraud or misconduct that concern the Research Personnel.

(4) The Principal Investigator(s) and Host Institution must ensure that any third parties with which they engage are aware of these Grant Terms and Conditions with respect to fraud and fraud reporting. Where an allegation of fraud or misconduct arises in respect of the Research or the Grant, Marie Curie must be informed and notified of the outcome of any investigation by the Host Institution.

(5) Marie Curie reserves the right to investigate any aspect of real or apparent fraud or misconduct itself as it reasonably sees fit and the Host Institution shall provide assistance and information to Marie Curie for that purpose.

(6) The Host Institution is responsible for managing conflicts of interests ensuring:

(i) Any relationship between the Host Institution, Research Personnel and commercial organisations shall be appropriate and not unduly benefit the commercial organisation or influence the Research

(ii) Any form of remuneration by a company for consultancy shall be made only for the appropriate provision of advice and the exchange of ideas and shall not enable that organisation to gain inappropriate access to Funded Intellectual Property. Any such arrangements shall have terms and conditions that do not conflict with those of Marie Curie and the Host Institution shall provide any such agreements to Marie Curie for review on request.

(iii) Marie Curie is notified of any conflicts which may be relevant to the Research.

2.4 Concordat to Support Research Integrity

(1) Research shall be conducted according to the commitments set out in the Universities UK 's Concordat to Support Research Integrity (https://www.universitiesuk.ac.uk/policy-and-analysis/reports/Pages/the-concordat-for-research-integrity.aspx).

(2) The Host Institution shall procure that Research Personnel maintain the highest standards of research integrity at all times. Host Institutions shall support Research Personnel to understand and act in accordance with the commitments.

2.5 Ethical Responsibilities and Data Protection

(1) The Host Institution must ensure that before the Research commences and during the full Grant Period, all the necessary legal and regulatory requirements, including any necessary or appropriate ethical approval required to commence the Research are met. This includes obtaining all licences and approvals. The Host Institution accepts full responsibility for ensuring that any such approvals are in place at all relevant periods of the Grant. Marie Curie does not sponsor research. The Host Institution is expected to sponsor the funded Research and set up, run and report the research in accordance with the UK Policy Framework for Health and Social Care Research or its equivalent in the devolved nations.

(2) If the Research will use personal data on an individual who can be identified, this may fall under the remit of the GDPR and other Applicable Privacy Laws in the UK. It is the Host Institution's responsibility to ensure that the provisions of Applicable Privacy Laws are met. This includes Medical Research Council on data sharing at https://mrc.ukri.org/research/policies-and-guidance-for-researchers/data-sharing/ and Caldicott Principles (https://www.ukcgc.uk/manual/principles) in relation to patient data, including anonymisation where possible and the option to opt-out of secondary use of patient data.

2.6 Requests to Peer Review Future Applications

Research Personnel are expected to respond positively and punctually to requests to peer review Marie Curie grant applications.

3. GRANT ADMINISTRATION

3.1 Grant Award

(1) Marie Curie does not pay Directly Allocated Costs unless specifically and clearly identified in the GAL. Marie Curie does not pay any Indirect Costs.

(2) All amounts specified in the GAL are inclusive of Value Added Tax (VAT).

(3) Once an application for the Grant has been approved by Marie Curie, the Grant will only be awarded when Marie Curie is satisfied that all the necessary conditions as provided during the application process and any subsequent queries in relation to the same have been met.

(4) The Host Institution will be responsible for any expenditure on the Grant in excess of the funding stipulated in the GAL.

(5) The Host Institution, Principal Investigator(s) and the Head of the Department at the Host Institution where the Research is being conducted must formally accept the Grant Terms and Conditions by executing the GAL.

(6) The Principal Investigator(s) must agree the start date for the Research with Marie Curie (the "**Activation Date**") within three (3) months from the proposed start date indicated on the GAL. Any changes to the proposed start date in the GAL or the agreed Activation Date must be agreed by Marie Curie. The Principle Investigator(s) may not incur costs to be paid for by the Grant until the Activation Date.

(7) The Grant Period End Date is defined by the duration of the Grant from the activation date.

(8) Marie Curie is committed to protecting your personal information and privacy. Please see our Privacy Policy on our website at https://www.mariecurie.org.uk/privacy for details of how we collect and use personal information. By using our services, the Principal Investigator(s) agree to their personal information being collected and used in the manner set out in our Privacy Policy as updated from time to time. In particular, Marie Curie shall be permitted to disclose information regarding the Research to relevant regulatory authorities, repositories, and other agencies administering governmental and research funding and in accordance with clause 5.1(10)

(9) Running Expenses on the Grant cannot be used to allow Research Personnel to register for PhD, MD or MPhil awards.

3.2 Grant Management

(1) Payments for recurrent costs will be made to the Host Institution quarterly in arrears from the Activation Date to an agreed payment schedule, and not by invoices from the Host Institution. For avoidance of doubt, any invoices received from the Host Institution or Principal Investigator(s) shall not be paid, unless an invoice is requested by Marie Curie or expressly provided for in the Grant Terms and Conditions.

(2) For joint Grants where the Research will be split between two or more Institutions, the Nominated Host Institution shall receive all payments made by Marie Curie. The Nominated Host Institution must transfer appropriate funds to other participating institution(s) without undue delay and ensure that the other participating Institutions have read, understood and agreed the Grant Terms and Conditions.

(3) Marie Curie will pay the Running Expenses as specified in the GAL.

(4) Clinical Research supported by Marie Curie may be eligible to be entered into the NIHR CRN portfolio and eligible for NIHR CRN support. If such eligibility arises, the Principal Investigator(s) should ensure that up-to-date clinical Research information including recruitment data are submitted monthly to the NIHR CRN.

(5) A Marie Curie representative must also be invited by the Principal Investigator(s) to join the Trial Steering Committee of trials or any other advisory groups in relation to the Research supported by Marie Curie.

3.3 Grant Management - Salary Allocation

(1) Salary allocation may only be used to fund salary, the employer's national insurance contribution, an employer's pension contribution, the apprenticeship levy and any local allowance, subject to any additional use of salary allocation agreed by Marie Curie, the Host Institution and the Principal Investigator(s), The employer's pension contribution will not be higher than the rate used by the USS or NHS schemes and it must not be used to offset any prior under funding of the pension scheme.

(2) Salary allocation may not be used for any bonus or merit awards.

(3) All advertisements for Research Personnel that will be funded by the Grant must indicate that the Research is funded by Marie Curie. The Host Institution is responsible for advertising posts and must meet recruitment-associated costs.

(4) In the event of maternity, paternity, adoption or sick leave being taken, salary allocation may only be used as cover for the vacant position, rather than for any benefit payments for Research Personnel taking an extended period of leave. It is the responsibility of the Host Institution to cover these costs regardless of the fact that the Research Personnel's salary is paid from the Grant funded by Marie Curie.

(5) The Principal Investigator(s) must notify Marie Curie when the situation for long term leave (including but not limited to maternity, paternity, adoption or sick leave) arises.

3.4 Grant Management - Virement

(1) If the Principal Investigator(s) wishes that the allocations for salary and running expenses be vired to other salary and running expenses allocations, permission must be sought in writing from Marie Curie, consent for which is not to be unreasonably withheld. The following conditions will apply:

(i) The allocation must only be utilised on costs set out in the GAL. The only exceptions to this are that unspent allocations may be used to pay for costs of attendance and standard class travel for Research Personnel to conferences related to the Research and for Open Access publication fees.

(ii) Virements are not allowed:

- to or from the amount allocated for University studentship fees
- to or from the amount allocated for a Principal Investigator(s) Salary
- from the salary of any post unfilled for six (6) or more months
- to or from the amount allocated for Equipment

(2) All virements must be declared at each financial reconciliation by the Principal Investigator(s). For Grants where salary and running expenses are not specifically allocated, details on how the funds were allocated will be required at each financial reconciliation.

3.5 Grant Management – Financial Reconciliations and Reporting

(1) The Host Institution must submit an interim reconciliation on request from Marie Curie. Marie Curie will not request an interim reconciliation more frequently than once a year on the anniversary of the first payment of the Grant. The Host Institution is also required to submit a final reconciliation no later than three (3) months from the end of the Grant Period. Marie Curie reserves the right to process reconciliations as it reasonably sees fit if the Principal Investigator(s) and Host Institution do not respond to reconciliation queries raised by Marie Curie within a calendar month of receipt.

(2) Marie Curie reserves the right to recover any unspent funds at the end of each reconciliation period.

(3) The Principal Investigator(s) must submit a progress report at least yearly at the request of Marie Curie. Continued payments of the Grant will only occur if Marie Curie deems satisfactory progress in the Research has been made, to an appropriate standard of research, and in compliance with the Grant Terms and Conditions. If any progress report has not been received by the date requested by Marie Curie, and/or the report shows that there are shortfalls in the Research, Marie Curie may suspend the Grant payment in accordance with clause 3.8(1).

(4) A final report must be submitted no later than three (3) months from the Grant Period End Date and will be reviewed by Marie Curie. If the final report has not been received within three (3) months of the Grant Period End Date, or on receipt of the final report, there are shortfalls in the Research, Marie Curie may suspend the Grant payment in accordance with clause 3.8(1).

(5) The final instalment of a Grant will not be paid until the final reconciliation has been agreed and the final report has been received and is deemed satisfactory by Marie Curie.

(6) At the request of Marie Curie, the Host Institution and/or its external auditors shall provide written confirmation that the Grant has been used for the purpose for which it was awarded and that the costs incurred meet the Grant Terms and Conditions. On request, the Host Institution shall also make the necessary arrangements to enable Marie Curie and its agents to visit the Host Institution to discuss the administration and accounting of its awards and, if necessary, to conduct its own audit of any Marie Curie Grant account at the Host Institution or the activities funded. For this purpose, Marie Curie and its agents and advisors may inspect and take copies of all relevant books of accounts and records. Where elements of expenditure under the Grant have been subcontracted, the Host Institution should ensure that the right of access extends to the accounts, records, equipment and facilities of any such subcontractor relevant to the management of the Grant.

3.6 Grant Management – Equipment

(1) Funds for equipment are awarded on the condition that only those items specified on the GAL may be purchased. The Host Institution must seek agreement from Marie Curie prior to using the Grant to purchase any equipment not included in the GAL.

(2) The Host Institution must ensure that it has in place clearly defined procedures for the procurement of equipment and that equipment funded by the Grant is acquired by the Host Institution in accordance with these procedures. Marie Curie will not accept any liability to pay VAT unless this has been agreed in advance by Marie Curie.

(3) Equipment purchased through a Marie Curie Grant is awarded to the Host Institution specifically for the purpose of the Research. The equipment must be used primarily for the approved Research during the lifetime of the Grant.

(4) Marie Curie will not pay any access charges for use of equipment funded by a Marie Curie Grant.

(5) The Host Institution must ensure that the equipment funded by the Grant is appropriately insured and maintained throughout its useful life. Marie Curie will meet any agreed maintenance costs for awarded equipment for the period of the Grant as specified on the GAL.

(6) If any equipment funded under the Grant is lost, damaged or destroyed during the Grant Period, the Host Institution will be required to repair or replace it at its cost.

(7) An equipment award must be claimed within the relevant year specified in the GAL unless this has been agreed in advance by Marie Curie. Copies of relevant invoices must be provided upon financial reconciliation.

3.7 Grant Management – Transfer

(1) If the Principal Investigator(s) would like to transfer the Grant to another Institution, and the Host Institution agrees, or the current Principal Investigator(s)/Host Institution would like to transfer the Grant to a new Principal Investigator, any such transfer will be subject to prior written approval from Marie Curie. Transfers are only permitted to Host Institutions and or Principal Investigator(s) within the UK which are eligible to receive funding from Marie Curie and are able to demonstrate to Marie Curie's satisfaction the ability to support the Research during the tenure of the Grant. The new Host Institution/Principal Investigator(s) must agree to abide by the Grant Terms and Conditions.

(2) If the Principal Investigator(s) transfer to another Institution during the Grant Period, Marie Curie reserves the right to require that any equipment funded by the Grant is transferred with them.

3.8 Withholding, suspending and repayment of Grant

(1) Marie Curie's intention is that the Grant will be paid to the Host Institution and Principal Investigator(s) in full. However, without prejudice to Marie Curie's other rights and remedies, Marie Curie may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:

(i) the Host Institution and Principal Investigator(s) use the Grant for purposes other than those for which they have been awarded;

(ii) the delivery of the Research does not start within 6 months of the Activation Date and the Principal Investigator(s) have failed to provide Marie Curie with a reasonable explanation for the delay;

(iii) Marie Curie considers that the Principal Investigator(s) and other Research Personnel have not made satisfactory progress with the delivery of the Research;

(iv) the Principal Investigator(s) are, in the reasonable opinion of Marie Curie, delivering the Research in a negligent manner;

(v) the Principal Investigator(s) obtain duplicate funding from a third party for the Research;

(vi) the Principal Investigator(s) obtain funding from a third party which, in the reasonable opinion of Marie Curie, undertakes activities that are likely to bring the reputation of the Research or Marie Curie into disrepute;

(vii) the Principal Investigator(s) provide Marie Curie with any materially misleading or inaccurate information;

(viii) the Principal Investigator(s) commit or have committed a Prohibited Act;

(ix) any Research Personnel have (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Research or (b) taken any actions which, in the reasonable opinion of Marie Curie, bring or are likely to bring Marie Curie's name or reputation into disrepute;

(x) failure of the Principal Investigator(s) or Host Institution to provide financial, progress and final reports and/or retain and provide any required records to Marie Curie in accordance with the Grant Terms and Conditions;

(xi) the Principal Investigator(s) have failed to comply with the Grant Terms and Conditions.

(2) Should the Grant be withheld or suspended in accordance with clause 3.8(1) above, the Principal Investigator(s) and the Host Institution(s) shall agree a plan of remediation to be approved by Marie Curie. Should the plan of remediation be rejected by Marie Curie, or the shortfalls not be remedied by the Principal Investigator(s) and the Host Institution(s) in accordance with the agreed plan of remediation, Marie Curie reserves the right to terminate the Grant payments and the Grant Terms and Conditions with immediate effect and seek repayment of some or all of the Grant in accordance with clause 10.4.

(3) Where Marie Curie deems that an interim or final reconciliation sent by the Host Institution shows that costs have been incurred that have not been agreed by Marie Curie, Marie Curie reserves the right to seek repayment of any overspend. Marie Curie may retain or set off any sums owed to it by the Host Institution which have fallen due and payable against any sums due to the Host Institution under the Grant Terms and Conditions or any other agreement pursuant to which the Host Institution provides goods or services to Marie Curie.

(4) The Host Institution shall make any payments due to Marie Curie without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

(5) Should the Host Institution be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Research or compliance with the Grant Terms and Conditions, it will notify Marie Curie as soon as possible so that, if possible, and without creating any legal obligation, Marie Curie will have an opportunity to provide assistance in resolving the problem or to take action to protect Marie Curie and the Grant monies.

3.9 For avoidance of doubt, should the Grant be withheld or suspended in accordance with clause 3.8(1), the Principal Investigator(s) and the Host Institution are not permitted to incur any costs in relation to the Research (including, but not limited, to salary, equipment or Running Expenses), unless agreed in writing by Marie Curie prior to any such expenditure being made.

4. INTELLECTUAL PROPERTY

4.1 Funded Intellectual Property

(1) As a charity, Marie Curie is under an obligation to ensure that the Results are applied for the public good. In some circumstances, this obligation may be best achieved through the protection of intellectual property rights (**IPR**) and commercial exploitation.

(2) The Host Institution and Principal Investigator(s) should notify Marie Curie promptly in writing when IPR arises from the Research and take all reasonable steps to ensure that such IPR is protected and not published or otherwise disclosed publicly prior to protection (whilst at the same time ensuring that potential delays in publication are minimised).

(3) The Host Institution and Principal Investigator(s) should seek Marie Curie's consent to exploit commercially the Results it has funded. Consent will not be unreasonably withheld, and Marie Curie will only refuse a Host Institution's or Principle Investigator(s)' request where it considers that the proposed commercial exploitation would run counter to its interests and charitable objectives. If Marie Curie does not provide a response to the Host Institution's or Principal Investigator(s)' written request within thirty days of receiving such request, the Host Institution, Principal Investigator(s) or any technology transfer subsidiary will automatically have the right to proceed with such commercial exploitation. The Host Institution or Principal Investigator(s) are not required to seek Marie Curie's consent in assigning IPR to its technology transfer company.

(4) Marie Curie requires the Host Institution to have procedures in place for the identification, protection, management and exploitation of 'charity'-funded intellectual property.

(5) The Host Institution must ensure that all Research Personnel are employed or retained on terms that vest in the Host Institution all Marie Curie funded IP. If the Host Institution or Principal Investigator(s) decide not to protect, manage, exploit any Marie Curie funded IP arising out of the Grant then Marie Curie has a right, but not a duty' to protect, manage or exploit such IP. If Marie Curie decides to exercise its right, the Host Institution shall procure that its employees, students and any third parties acting on its behalf carry out all acts reasonably required by the Marie Curie to assist Marie Curie in such protection and exploitation.

(6) The Host Institution and Principal Investigator(s) should inform Marie Curie of any pre-existing arrangements of which they are aware, and which could lead to a breach of the Grant Terms and Conditions. The Host Institution shall use all reasonable endeavours to ensure that no consultancies, third party restrictions or arrangements which might impact on Marie Curie funded Research are entered into in relation to any Marie Curie funded person or activity without prior agreement of the charity. Research Personnel should not use materials or compounds (other than those obtained commercially), on terms which would place restrictions on the publication of the Results. The Host Institution shall use all reasonable endeavours to ensure that 'reach through rights' have not been granted on any Marie Curie funded IPR in favour of commercial organisations providing materials to Research Personnel for research purposes. However, Marie Curie 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 the 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) As a condition of granting consent, Marie Curie will require the Host Institution to accept a standard revenue sharing agreement of Marie Curie.

(8) The Host Institution will: make every effort to ensure that any potentially valuable Results obtained in the course of the Research are exploited, and that there is a suitable return to the Host Institution and

Research Personnel from any such exploitation; ensure that all those associated with the Research are aware of, and accept, the arrangements for exploitation; ensure that collaborative arrangements are to be put on a formal basis through an agreement covering the contributions and rights of the organisations and individuals concerning exploitation; ensure that such agreements will be in place before the Research begins. The Host Institution will ensure that the terms and conditions of any collaboration agreements it enters into will be provided to Marie Curie prior to execution and will not conflict with the Grant Terms and Conditions.

(9) Marie Curie wishes to see that Results supported by this Grant are exploited for the benefit of people affected by terminal illness and health and social care in the UK. In the event that any income is derived from the commercial exploitation of the intellectual property, the net income shall be shared between Marie Curie and the Host Institution in proportion with the inventive contribution of each party, on entering into a revenue sharing agreement between Marie Curie and the Host Institution's technology transfer company.

4.2 NOT USED

5. PUBLICATION, PUBLICITY AND REPORTING

5.1 Publication and reporting

(1) The Principal Investigator(s) must submit a data sharing plan as part of their grant application. Please refer to the relevant application guidelines for further details.

(2) The Principal Investigator(s) must ensure protocols are registered in the relevant repositories (for example, including but not limited to, Prospero for systematic reviews or an appropriate clinical trial register etc.).

(3) Marie Curie requires Research Personnel to promote and communicate the results of the Research that it funds in the usual manner, for example by publication and by presenting at meetings. Marie Curie has the right to require publication to be delayed in order to meet reasonable requirements for the protection of IPR, fundraising and other matters, but this will not be applied unreasonably.

(4) Before publication, the Host Institution and Principal Investigator(s) must ensure the Research undergoes the Host Institution's standard procedures for ensuring the validity of the Results and the suitability of the Research for general publication. Marie Curie takes no responsibility for the validity of the Results or for any statements made by the authors in the publication.

(5) Under UK charity law, Marie Curie has an obligation to make available information about the Research that it funds and will respond to changes in the way that information of this type is exchanged. It is a condition of funding that Marie Curie Principal Investigator(s) deposit an electronic copy of peer-reviewed, published papers arising from their Marie Curie funded Research in an open access repository such as the Europe PubMed Central database. Please refer to the Marie Curie Open Access Policy available on the Marie Curie website: https://www.mariecurie.org.uk/globalassets/media/documents/research/funding-for-research/marie-curie-oa-policy-2020.pdf. Research outputs funded by Marie Curie can also be published via the Association of Medical Research Charities' Open Research platform hosted by F1000: https://amrcopenresearch.org/.

(6) Principal Investigators must provide Marie Curie with details of all publications arising from the Marie Curie funded Research, whether wholly or partly funded. Details must be provided at the time of acceptance for

publication at the latest to ensure that Marie Curie is kept fully informed of all Results entering the public domain and has sufficient notice to arrange any publicity. Notification must be made to Marie Curie directly.

(7) Studies involving human subjects represent a special case, especially if the publication, either in print or electronic format, of the Results enables individuals (the subjects or others) to gain knowledge about their personal condition which they otherwise would not have had. In any clinical study where this is possible the matter must be addressed in the protocol and discussed with a Research Ethics Committee.

(8) Principal Investigators must consider whether a mechanism is needed for human subjects to be made aware of the results and the implications for them personally before publication (communication with their GP or the consultant entering them into the trial, with a clear indication of their responsibility for communicating to the patient, would be deemed to be sufficient). If such a mechanism is put in place, there must also be procedures for dealing with any consequences arising from its use.

(9) Marie Curie uses Researchfish to collect data on outputs and impact arising from its research funding. Upon invitation, Principal Investigator(s) must submit, once annually, Marie Curie-related grant evaluation data during a defined time period through Researchfish, although information can be added at any time throughout the year. Data will need to be submitted beyond Grant closure until notified of the cut-off point.

(10) Marie Curie reserves the right to share with its research partners (a list of whom can be found at https://www.mariecurie.org.uk/research/strategy/working-in-partnership):

(i) information submitted to Researchfish under Condition 5.1(9);
(ii) information submitted as part of an application for a Grant; and/or
(iii) the Research itself,

in accordance with our charitable objects. The right to share under this clause shall include any personal data contained within any information submitted under 5.1(10)(i) and 5.1(10)(ii). Principal Investigators shall ensure that appropriate consent to share has been obtained for all personal data.

5.2 Acknowledgement of Support

(1) The Principal Investigator(s) must acknowledge Marie Curie and any co-funding partner(s) support (and where requested to, include the Marie Curie and co-funding partner(s)' logo) in all public facing material, including but not limited to, research outputs including the Results, publications, oral or written reports, posters, presentations, patient information leaflets and letters, and information posted on websites that relate to the Research. All references to Marie Curie funded Research, where practical, should include the following statement "This research is funded by the end of life charity, Marie Curie, and carried out by Host Institution. Marie Curie supports research into palliative and end of life care to improve the care that is provided to people affected by any terminal illness. For more information visit http://www.mariecurie.org.uk/".

(2) If any use of the Marie Curie logo gives rise to, or has the potential to give rise to IPR that may be monetised, the Host Institution and Principal Investigator(s) must notify Marie Curie prior to any exploiting any such IPR, or entering into any agreements with third parties in relation to the same.

(3) The Principal Investigator(s) must submit any material described in clause 5.2(1) above to Marie Curie as soon as reasonably practicable.

(4) Research Personnel and the Host Institution must acknowledge that their published Research has been supported wholly or in part by Marie Curie and any co-funding partner(s) using the format outlined in the Marie Curie Open Access Policy, which is available on the Marie Curie website at https://www.mariecurie.org.uk/globalassets/media/documents/research/funding-for-research/marie-curie-oa-policy-2020.pdf.

5.3 Publicity

(1) In order to safeguard future voluntary income and maintain our reputation for world class research, it is essential that Marie Curie is widely known and respected among the research community, health and social care practitioners, the media and among fundraisers and the general public. All opportunities to promote Marie Curie must therefore be fully exploited and Principal Investigator(s) and the Host Institution are obliged to co-operate with Marie Curie over any publicity or fundraising activity arising from Marie Curie funded Research. Where Marie Curie is the main funder of the Research, Marie Curie reserves the right to lead on publicity and seek approval of any publicity to be published by the Principal Investigator(s) or Host Institution. Principal Investigators and the Host Institution are required to contact the Marie Curie press office prior to any publicity releases about Marie Curie funded Research in order that such approval may be sought.

(2) When speaking publicly about their Marie Curie funded Research (e.g. at a conference), Research Personnel should ensure that they are recognised as a Marie Curie funded researcher. However, Research Personnel should not speak to the media as a 'Marie Curie funded researcher' without prior consultation with the Marie Curie press office.

(3) There is a subtle but important difference between speaking as a 'Marie Curie funded researcher' and acting as a spokesperson for the charity, which Research Personnel are not authorised to do. Representatives of the media may not always be aware of this difference and Research Personnel who speak to the media must ensure that their personal views are not misrepresented as being attributable to Marie Curie.

(4) Marie Curie reserves the right to use data or other material from the Research that it funds as part of its fundraising or publicity activities.

(5) Principal Investigators are required to submit publishable information about their proposed Research and limited publishable contact information at the time of application. If the application is funded, these details will be published on Marie Curie's website. A publishable abstract and a lay abstract must be submitted for all successful awards and failure to submit will delay the Activation Date of the Grant.

6. FUNDRAISING & VOLUNTEERING

(1) Marie Curie fundraisers may use the Results as examples for supporters - to demonstrate the impact of funds raised. That may mean Marie Curie will use the Results provided by the Principal Investigator(s) or Host Institution and ask for help with quotes, copy etc. Further to this, Marie Curie may use specific Results from its research portfolio to generate donations and then ring fence those gifts to those projects. Donations generated using this method will not alter the agreed budget allocated to the Principal Investigator(s) and Host Institution.

(2) The public activity described in 6(1) can sometimes generate publicity. Where reasonably practicable, Marie Curie will contact the Principal Investigator(s) and the Host Institution in relation to any public activity or publicity.

7. HUMAN BIOLOGICAL SAMPLES

(1) Marie Curie recognises and supports the need for high quality human tissue collections for Research. Marie Curie requires all relevant Marie Curie funded Research and tissue sample collections to be carried out in compliance with the requirements of the Human Tissue Act (2004), which extends only to England, Wales and Northern Ireland and the Human Tissue Act Scotland (2006).

(2) Principal Investigators must declare if any of Marie Curie's monies, resources or manpower are used to or in part to collect, process, retain or distribute human tissue samples. Principal Investigators must confirm in a signed statement that the processes that they follow comply with the Human Tissue Act (2004) or the Human Tissue Act Scotland (2006) respectively, and applicable research governance arrangements.

(3) To ensure that tissues or sample collections are built and maintained in a cost-effective manner and used efficiently and effectively, Principal Investigators who hold tissue or sample collections are required to record information detailing the purpose and scope of the sample collection or tissue holdings together with any additional information Marie Curie deems necessary on the appropriate biosample directory (e.g. the UK Clinical Research Collaboration (UKCRC) Tissue Directory and Coordination Centre (TDCC) available on the website: https://biobankinguk.org/)

(4) In supporting the principle of making best use of human samples for the benefit of all, recipients of Marie Curie funding may be required as a condition of funding to contribute data generated from the use of that human tissue in a form that can be utilised as part of any national bioinformatics grid.

(5) Marie Curie requires that principles governing access to the samples collected are established. This will enable access to the collection by other potential researchers in the future. Marie Curie proposes that an Access Committee, with independent representation, is established and that systems to record approaches for access to the collection and the response to them are put in place.

8. NOT USED

9. LIMITATION OF LIABILITY

(1) Marie Curie accepts no liability for any consequences, costs or liabilities, whether direct or indirect, that may come about from the Host Institution or the Principal Investigator(s) running the Research or incurred in any way in connection with the Research or other work funded by a Marie Curie Grant other than those costs specifically set out in the GAL and the Grant Terms and Conditions.

(2) The Host Institution shall indemnify and hold harmless Marie Curie, its employees, agents, officers or subcontractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all

other liabilities arising from or incurred by reason of the actions and/or omissions of the Principal Investigator(s) or Host Institution in relation to the Research, the non-fulfilment of obligations of the Principal Investigator(s) or Host Institution under this agreement or its obligations to third parties.

(3) Subject to clause 9 (1), Marie Curie's liability under this agreement is limited to the level of Marie Curie's relevant insurance policy. The liability of the Host Institution under this Agreement to the other Parties (whether in contract, tort (including, without limitations, negligence), breach of statutory duty or otherwise) for one or a series of claims shall not exceed the level of insurance in clause 2.2(2).

(4) Marie Curie takes no responsibility for expenditure incurred before the Activation Date or after the Grant Period End Date, unless agreed in writing by Marie Curie prior to any such expenditure being made.

(5) Marie Curie cannot be responsible for liabilities arising out of the acts or omissions of the Host Institution, the Principal Investigator(s), or others involved in the Research or other projects funded by a Marie Curie Grant. The Host Institution hereby indemnifies Marie Curie against any costs, claims or liabilities suffered or incurred by Marie Curie as a result of any action, claim or complaint brought by a third party against Marie Curie arising out of or in connection with the Research.

(6) The Grant shall not be used to fund shortfalls in funding from third party organisations. For avoidance of doubt, the obligations of the Principal Investigator(s) and the Host Institution under these Grant Terms and Conditions must be performed regardless of whether the Principal Investigator(s) or the Host Institution are, or become, ineligible for support through any other funding schemes.

(7) Marie Curie is not liable for loss or injury caused or deemed to be caused by the use or misuse of any equipment funded under the Grant.

(8) Marie Curie requires the Host Institution to provide a no-fault compensation scheme for participants in a Marie Curie funded clinical trial as per the relevant local ethics committee approval. Marie Curie does not provide indemnity cover for or accept any liability for harm to participants in Marie Curie funded trials where Marie Curie is not the Sponsor.

10. VARIATION & TERMINATION

(1) All grants awarded by Marie Curie are subject to the Grant Terms and Conditions that apply at the time the Grant is awarded and any subsequent amendments. Marie Curie reserves the right to amend these Grant Conditions, any Terms and Conditions of the GAL from time to time. Marie Curie will notify the Principal Investigator(s) and the Host Institution of any such changes and publish any change to the Grant Terms and Conditions on its website at https://www.mariecurie.org.uk/research/information-researchers/marie-curie-research-grants-scheme. If the Principal Investigator(s) and/or the Host Institution object to the new Grant Terms and Conditions, Marie Curie must be informed by emailing research.grants@mariecurie.org.uk within 7 days of being notified of the changes by Marie Curie. Upon receipt of such an objection, Marie Curie reserves the right to terminate these Grant Terms and Conditions and seek repayment of some or all of the Grant at the absolute discretion of Marie Curie.

(2) In the event of a conflict between the provisions of these terms and conditions as amended from time to time, the grant application and the GAL, the provisions of the GAL will take precedence, then these terms and conditions, then the grant application.

(3) Marie Curie reserves the right to terminate the Grant payments and these Grant Terms and Conditions by providing 60 days written notice to the Principal Investigator(s) and the Host Institution.

(4) Should the Principal Investigator(s) or the Host Institution(s), in the opinion of Marie Curie, breach clauses 2 (except 2.6), 4, 5, 7 (if applicable) or 12, then Marie Curie reserves the right to terminate the Grant Terms and Conditions immediately and seek repayment of some or all of the Grant at the absolute discretion of Marie Curie.

(5) If the Grant is terminated, no liability for payment or redundancy or any other compensatory payment for the dismissal of staff funded by the grant will be accepted by Marie Curie. The Principal Investigator(s) and Host Institution may submit a request to Marie Curie in relation to retaining any remaining Grant funds for contractual commitments and assets acquired using the Grant, however, whether this is permitted is at the sole discretion of Marie Curie.

11 . FORCE MAJEURE

(1) Force Majeure Event means any circumstance not within a Party's reasonable control including, without limitation:

(2) acts of God, flood, drought, earthquake or other natural disaster;

(3) epidemic or pandemic;

(4) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

(5) nuclear, chemical or biological contamination or sonic boom;

(6) any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;

(7) collapse of buildings, fire, explosion or accident;

(8) any labour or trade dispute, strikes, industrial action or lockouts;

(9) interruption or failure of utility service.

(10) Provided it has complied with clause 11(12), if a party is prevented, hindered or delayed in or from performing any of its obligations under the Grant Terms and Condition of Award by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of the Grant Terms and Conditions or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

(11) The corresponding obligations of the other party will be suspended, and it's time for performance of such obligations extended, to the same extent as those of the Affected Party.

(12) The Affected Party shall:

(13) as soon as reasonably practicable after the start of the Force Majeure Event but no later than 14 days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and

(14) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

(15) If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 6 weeks, the party not affected by the Force Majeure Event may terminate this agreement by giving 2 weeks' written notice to the Affected Party.

12 . ANTI-BRIBERY AND ANTI-CORRUPTION

(1) The Principal Investigator(s) and Host Institution shall:

(2) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**);

(3) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

(4) have and shall maintain in place throughout the Grant Period its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with clause (2), and will enforce them where appropriate;

(5) notify Marie Curie (in writing) if it becomes aware of any breach of clause 12, or has reason to believe that it or any person associated with it has received a request or demand for any undue financial or other advantage;

(6) immediately notify Marie Curie (in writing) if a foreign public official becomes Research Personnel during the Grant Period);

(7) provide supporting evidence of compliance with this clause 12 by the Principal Investigator(s) and Host Institution and all persons associated with it under clause (2) as Marie Curie may reasonably request.

(8) The Principal Investigator(s) or Host Institution shall ensure that any person or organisation associated with the Grant does so only on the basis of a written contract which imposes on and secures from such person or organisation terms equivalent to those imposed on the Principal Investigator(s) or Host Institution in this clause 12 (**Relevant Terms**). The Host Institution shall be responsible for the observance and performance by such persons or organisations of the Relevant Requirements and shall be directly liable to Marie Curie for any breach by such persons of any of the Relevant Requirements.

(9) Breach of this clause 12 shall give Marie Curie the termination and repayment rights under clause 11.1(4).

(10) For the purpose of this clause 12, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this clause 12 a person associated with the Principal Investigator(s) or Host Institution includes but is not limited to any subcontractor of the Principal Investigator(s) or Host Institution.

13 GOVERNING LAW

These Grant Conditions shall be governed by and construed in accordance with English and Welsh law. The Host Institution and the Principal Investigator(s) irrevocably submit to the exclusive jurisdiction of the English and Welsh Courts to settle all matters in connection with the Grant Terms and Conditions.