General funded grants:

Terms and conditions

World Cancer Research Fund International

1 Getting started definitions

1.1

In these Terms and Conditions, the following words and phrases have the following meanings (unless the context otherwise requires):

"**Arising Intellectual Property**" means any Intellectual Property Rights created or developed in the course of the Project or otherwise with the use of the Grant.

"**Award Letter**" means the letter from WCRF International and the Grantor Charity, notifying the Principal Investigator of the award of the Grant in accordance with section 1.2 (Award Notice). The Award Letter contains a Payment Details Form and an Acceptance of Terms and Conditions Form, which must be signed by the Lead Investigator, Head of Department and Finance Officer.

"**CC Grant Tracker System**" means the online system made available by WCRF International to the Principal Investigator and the Institution for the purposes of applying and managing successful grants.

"**Grant**" means the grant awarded to the Institution by the Grantor Charity, in the amount specified in the Award Letter.

"**Grant Period**" means the period for which the Grant is awarded, as specified in the Award Letter.

"**Grantor Charity**" means the WCRF Network which is funding the Grant, or a combination of these charities, as identified in the Award Letter.

"**Intellectual Property Rights**" means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"**Institution**" means the university, medical school, hospital, research institute or other academic centre at which the Project will be carried out and which employs or retains the Principal Investigator and to which the Grant will be paid, as specified in the Award Letter.

"**Open Access**" means making publications freely available online so that they can be viewed by members of the public, and not just academics or those with access via libraries.

"**Principal Investigator**" means the individual or individuals who hold a senior established research position at the Institution and is performing or supervising the Project, as named in the Award Letter.

"**Project**" means the research project for which the Grant is awarded, as set out in the Award Letter.

"**Terms and Conditions**" means these terms and conditions of grant, which govern the Grant from the Grantor Charity to the Institution.

"**WCRF International**" means World Cancer Research Fund International, a not-for-profit association established in Belgium, which manages and administers the Grant. WCRF International is funded by the WCRF Network of charities.

"**WCRF Network**" means the following WCRF charities being World Cancer Research Fund (WCRF), Wereld Kanker Onderzoek Fonds (WKOF) and American Institute for Cancer Research (AICR).

Award Notice

1.2

Successful applicants are notified in writing by WCRF International's Science and Research Department by early October after the grants are approved for funding at the end of September every year. The Award Letter includes the dates of the Grant Period, the amount of funds authorised during the period indicated and the Grantor Charity that is funding the Grant.

WCRF International and the Grant or charity

1.3

WCRF International manages and administers grants on behalf of the WCRF Network charities in the UK and the Netherlands. The Grantor Charity funds the approved grants.

1.4

The Award Letter will specify which of the WCRF Network charities is the Grantor Charity – please contact WCRF International if in any doubt.

1.5

In managing and administering the Grant and exercising its rights under these Terms and Conditions, WCRF International will, where it is appropriate to do so, act in consultation with the Grantor Charity.

Grant Agreement

1.6

The Grant is awarded to the Institution, on the basis that the Principal Investigator will be carrying out or supervising the Project. On notification of the award of the Grant, WCRF International will send the Institution the Award Letter, containing a Payment Details Form and an Acceptance of Terms and Conditions Form. These forms must be completed and signed by authorised staff at the Institution (constituting the relevant Head of Department or other person authorised to accept the Grant on behalf of the Institution, and the Finance Officer) and the Principal Investigator and returned to WCRF International at least one month before the Grant's proposed start date.

1.7

By completing and signing the Award Letter and related forms, the Institution and the Principal Investigator agree to accept the Grant and comply with these Terms and Conditions, and the Institution agrees to take such steps as are necessary to ensure the compliance of the Principal Investigator and all parties and individuals working on the Project with these Terms and Conditions. To avoid delays please make sure that the Principal Investigator and the Institution's representatives are made aware of these Terms and Conditions as soon as possible and before the application is submitted.

1.8

These Terms and Conditions shall continue to apply until termination in accordance with section 8 (Termination).

Grant start date

1.9

The Project must start between the upcoming 1 November and 1 April. In exceptional circumstances, the Institution may contact WCRF International in writing requesting a delayed start date.

1.10

WCRF International will notify the Institution of the funding decision in writing. The Grant will be awarded for the Grant Period specified in the Award Letter.

Payments

1.11

The Award Letter will notify the Institution of the identity of the Grantor Charity. All payments of the Grant will be made by the Grantor Charity solely to the Institution, and WCRF International is not responsible for ensuring payment of the Grant by the Grantor Charity. Payments will be made in arrears monthly by electronic transfer to the Institution's bank account set out in the Award Letter, within the Payment Details Form. The Principal Investigator and the Institution is responsible for providing correct banking information to the Grantor Charity to ensure payments of the Grant.

1.12

All grant application budgets are approved in pounds sterling (£), but the Grant is awarded in the currency of the Grantor Charity. The amount to be paid under the Grant shall be determined by the Board of the Grantor Charity at its sole discretion.

1.13

Grants awarded by WCRF will be paid in pounds sterling (£). Please note: if the Institution uses a currency other than pounds sterling (£), then the monthly payment will be subject to any fluctuations in the exchange rate when the payment is converted to that currency. These fluctuations will be at the Institution's expense or gain.

1.14

Grants awarded by WKOF will be paid in euros (€). Please note: if the Institution uses a currency other than euros (€), then the monthly payment will be subject to any fluctuations in the exchange rate when the payment is converted to that currency. These fluctuations will be at the Institution's expense or gain.

1.15

Grants awarded by AICR will be paid in US dollars ($). Please note: if the Institution uses a currency other than dollars ($), then the monthly payment will be subject to any fluctuations in the exchange rate when the payment is converted to that currency. These fluctuations will be at the Institution's expense or gain.

1.16

Any queries regarding payments can be sent to grants@wcrf.org cc'ing finance@wcrf.org

Quote and photograph

1.17

A quote about the Project and a high-resolution (print quality) digital photograph of the Principal Investigator, and optionally one of all members of the research group, must be submitted.

2 Changes to the Grant

Changes to the Grant budget

2.1

The Grant must be spent exclusively in support of the Project and within the Grant Period, and no funds received from the Grantor Charity under the Grant may be transferred to other research projects or used for any other purposes without the prior written consent of WCRF

International. The Grant is based on the budget submitted in the Award Letter and will be in the amount specified in the Award Letter.

2.2

The Grant must be spent in accordance with the budget set out in the Application Form, and in accordance with the annual Grant total stated in the Award Letter, unless otherwise agreed between the parties. To allow the Institution to meet the agreed objectives of the Grant, funds may be transferred within and between budget categories (Personnel, PhD students, Equipment, Supplies, Travel for conferences/ meetings, Open Access publication and Miscellaneous) without WCRF International's prior approval provided the amount transferred is no more than 10% of the budget for the Project that year and is intended to achieve the original objectives for the Project.

2.3

WCRF International must be notified of any such transfers in the next annual progress report and financial report which are submitted in accordance with section 4.2 and 4.3 (Annual Progress Reports). All transfers must be within the approved budget amounts. For budget transfers greater than 10% of the yearly budget or intended to achieve different objectives from those originally agreed, the Principal Investigator must contact WCRF International in advance to seek approval for the proposed change to the budget and, when relevant, to the objectives. Requests for budget transfers should be emailed to WCRF International (grants@wcrf.org) in the form of an attachment letter explaining, in sufficient detail, the need for the budget transfer and a breakdown of the proposed changes. Please note that anything not permitted in the original grant application budget cannot be included or considered for any budget transfer.

2.4

Funds included in the budget to cover publication under Open Access are an exception to the provisions of section 2.2 above. Such funds must be used for their originally intended use in accordance with section 5.12 – 5.16 (Publication under Open Access) and cannot be transferred to another budget category and must be refunded to the Grantor Charity via WCRF International if they are not spent.

Changes of institution

2.5

If the Principal Investigator intends on leaving their position at the Institution, the Institution will procure that the Principal Investigator notifies the Grantor Charity and WCRF International as soon as possible, and in any event at least 4 weeks before their leave date. Such notification must include the name and contact details of any replacement Principal Investigator if relevant per section 2.13 – 2.16 below (Changes to Principal Investigator). The Grantor Charity, WCRF International and the Institution will work together in good faith to determine an appropriate course of action, which may, subject to the Grantor Charity and WCRF International's approval, include (if appropriate and feasible) the transfer of the Grant to the new institution for completion of the Project. In the event such a transfer is to take place, the Principal Investigator must submit, with sufficient notice, a letter to WCRF International requesting the transfer of the Grant to the new institution. The letter must include the following information:

a) A statement guaranteeing that the new institution has the necessary technical and personnel resources to continue with the Project;
b) A statement guaranteeing the new institution officially accepts the WCRF International Grant, and that relevant representatives have agreed to these Terms and Conditions;
c) The Principal Investigator's full address and contact details (including new job title if changed) at the new institution;
d) The new institution's bank details, for the Grant payments; and
e) Contact details of the head of department/ section and a senior financial representative at the new institution.

2.6

In addition, WCRF International must also receive a final financial accounting report of all expenditure from the original Institution, and any unexpended funds must be returned per WCRF International or the Grantor Charity's instructions. Payments will only be initiated to the new institution upon receipt of final financial accounting of all expenditure from the original Institution.

2.7

WCRF International will notify the Principal Investigator in writing of whether the grant transfer has been approved and send the new institution and the Principal Investigator a new Award Letter which must be signed and returned to WCRF International in accordance with section 1.6 – 1.8 above (Grant Agreement) in order for the transfer to take effect.

2.8

The above requirements also apply to grants that are transferred before the start date of the Grant. Any changes to the Institution as set out in the Award Letter must also be notified to WCRF International in advance.

Employment and personnel changes

2.9

Personnel employed on the Project are employees of (or otherwise retained or contracted by) the Institution, and not WCRF International or the Grantor Charity. Therefore, all costs, taxes and expenses (including those pertaining

to maternity and sick leave) incurred by or in respect of all employees, staff, contractors, students or others engaged in carrying out the Project are the sole responsibility of the Institution.

2.10

The Institution and the Principal Investigator are responsible for ensuring that the Project is carried out. If personnel essential to continuing the Project leave (or go on maternity leave or long-term sickness leave), the Institution and the Principal Investigator are responsible for the recruitment of a replacement to conclude the Project. The Institution and Principal Investigator must inform WCRF International in writing of any personnel changes.

2.11

If the personnel change is likely to delay the Project substantially, WCRF International reserves the right to suspend payments of the Grant until such time as appropriate replacement personnel are found.

2.12

WCRF International will then notify the Institution in writing via an amendment letter, and upon agreement from both parties, the Grant will be extended, and the Principal Investigator will resume using the remaining funds from the Grant.

Changes to Principal Investigator

2.13

The Institution must ensure that the Principal Investigator carries out or supervises the Project, in accordance with the Terms and Conditions. The Institution will ensure that the Principal Investigator may only be replaced with another individual subject to a notification being submitted to WCRF International with at least 4 weeks' notice prior to the Principal Investigator's leave date and prior written approval from WCRF International. Where a replacement notification is being provided by the Principal Investigator, the Institution will procure that the Principal Investigator includes the following information in its notification:

a) The reason for the requested change;
b) Evidence that the proposed new principal investigator is eligible and qualified to undertake the Project;
c) Support for the new principal investigator from the Institution;
d) A statement guaranteeing the new principal investigator accepts the Grant, and that he or she has agreed to these Terms and Conditions; and
e) Biographical information for the proposed new principal investigator, including CV information.

2.14

If applicable, any co-applicants of the original Principal Investigator must also write to WCRF International, stating their support for the new Principal Investigator.

2.15

WCRF International will notify the Principal Investigator and the Institution in writing of whether the transfer has been approved and send the new Principal Investigator and the Institution a new Award Letter, which must be signed and returned to WCRF International in accordance with section 1.6 – 1.8 above (Grant Agreement) in order for the replacement to take effect.

2.16

The above requirements also apply to replacements of the Principal Investigator before the start date of the Grant, including any changes to the Principal Investigator named in the Award Letter.

Unfunded extension

2.17

The Grant Period may be extended for up to one year beyond the date specified in the Award letter with prior written approval from WCRF International. No additional funds will be provided. Requests for extensions should be submitted no less than three months prior to the expiration of the Grant Period. The request should be emailed to WCRF International in the form of an attachment letter explaining, in sufficient detail, the reason for the delay, the need for an extension, and a breakdown of the work that will be carried out during the extension. Any Grant budget underspend also needs to be documented in the letter.

2.18

WCRF International will notify the Principal Investigator and the Institution in writing of its decision whether or not to allow the extension. Depending on the length of the extension, an interim progress report and an interim financial statement may be requested from the Principal Investigator, detailing the work carried out up to the extension date.

3 Conduct of the project

3.1

The Institution and the Principal Investigator must ensure that all the necessary legal and regulatory requirements relating to the Project and the facilities used for the Project are met at all times, and all of the necessary licences and approvals have been obtained. No Grant to support any Project involving research on humans or animals will be awarded unless evidence of relevant ethical committee approval and/or certification/licences is provided with the application, and such approval and

certification/licence must be maintained for the duration of the Project.

3.2

The Institution and Principal Investigator shall ensure that the Project is carried out according to good practice amongst the research community and avoid any actual or perceived conflict of interest. The Institution must have in place adequate formal written procedures for the handling of allegations of misconduct and fraud and shall provide copies of such procedures to WCRF International on request and amend or revise them to take account of any reasonable requirements of WCRF International.

3.3

In the event of any allegations of misconduct or fraud (whether scientific, financial or otherwise) occurring it is the responsibility of the Institution to investigate this fully. If a case of misconduct or fraud is suspected during the course of research, then WCRF International should be notified and kept informed of any developments. WCRF International reserves the right to terminate the Grant and require a return of all or part of the Grant in cases of misconduct or fraud, in accordance with section 8 (Termination).

3.4

The Institution and the Principal Investigator warrant that they have all the necessary resources and expertise to carry out the Project and will ensure that sufficient resources are dedicated to support the Project. The Institution and the Principal Investigator must notify WCRF International of any significant alteration to or divergence from the original aims and directions of the Project.

3.5

The Institution and the Principal Investigator must notify WCRF International promptly of any event in connection with the Project that may cause adverse publicity to WCRF International or the Grantor Charity.

3.6

The Institution and the Principal Investigator will maintain any information they receive about WCRF International or the Grantor Charity in strictest confidence and will not use, publish, or sell such information.

4 Monitoring of the Grant

Budget and management

4.1

The Institution and the Principal Investigator are responsible for ensuring accurate financial tracking and management of the Grant. In addition to the reporting requirements set out in this section 4.1 (Budget and Management), the Institution agrees, upon reasonable notice and at reasonable times, to make all books and records relating to the Project and/or the Grant available for inspection, copy and audit by WCRF International or its agents, for the purposes of WCRF International verifying compliance with these Terms and Conditions. The Institution shall permit any person authorised by WCRF International for such purposes to have all reasonable access to its employees, agents, premises, facilities and records for the purpose of discussing, monitoring and evaluating the Institution's fulfilment of these Terms and Conditions, and shall if so required provide appropriate oral and written explanations to WCRF International.

Annual progress reports

4.2

At the end of each year during the Grant Period (on the anniversary of the Grant's start date), the Principal Investigator must submit a progress report to WCRF International via the CC Grant Tracker System. WCRF International will send the Principal Investigator an email notification to submit a progress report via the CC Grant Tracker System 40 days before the submission deadline. The online form includes questions on the scientific progress made as outlined in the grant application, as well as any relevant publications, conference abstracts, and public involvement and engagement to date.

4.3

The Institution acknowledges that WCRF International is required by its funders to demonstrate the impact of the Project, and the Institution agrees to comply with all reasonable requests made by the other party to provide such information as WCRF International may reasonably require to address requirements placed on it. Such information may include (in relation to the Project), but shall not be limited to, effects, changes or benefits to the economy, society, public policy or services, health and the environment.

Financial report

4.4

An annual financial report is also required to be submitted with the progress report. The financial report must be signed by the Principal Investigator and countersigned by a representative from the finance department of the Institution. It should include details in at least the following categories: Personnel, PhD students, Equipment, Supplies, Travel to conferences/ meetings, Open Access publication and Miscellaneous. A financial statement should provide a breakdown of the current year's finances for an annual progress report and a breakdown of all the years for the final report.

4.5

All budget transfers made under section 2.1 – 2.4 (Changes to the Grant Budget) should also be reported in

the annual financial report. Any queries regarding financial reports can be sent to grants@wcrf.org

4.6

The progress and financial reports will be reviewed by WCRF International and may be sent to the relevant WCRF International Grant Panel members. At the discretion of WCRF International, funds for any of the subsequent years of the Grant may be withheld based on any issues highlighted in the progress or financial reports or if progress or financial reports are not submitted.

Liaison visits

4.7

After the first contract year, WCRF International may arrange with the Principal Investigator a liaison visit to the Institution, to discuss the progress of the Project in more detail. The Principal Investigator will be asked to give a presentation on the progress of the Project, followed by a more detailed evaluation of any issues that the Principal Investigator or WCRF International would like to raise as part of the monitoring of the Grant.

4.8

WCRF International staff may be accompanied on the liaison visits by staff from other departments and the Grantor Charity, such as colleagues from the Fundraising, Health Information or Communication departments. On occasions, journalists and/or potential fundraising donors may be invited to be part of the meeting. This is an excellent opportunity for WCRF Network non-science staff and for donors to learn more about the work funded by the WCRF Network, so the cooperation of the Principal Investigator in organising the meeting is appreciated.

4.9

The Principal Investigator and the Institution agree that WCRF International and Grantor Charity staff may take photographs or video footage to document the liaison visit, as well as carry out interviews with the Principal Investigator and other relevant research staff members, and that any photos, video footage and interview copy or quotes collected during a liaison visit may be used in all WCRF Network external materials.

Final report

4.10

Within three months of the completion of the Grant Period, WCRF International requires a final comprehensive report to show the Project's accomplishments. WCRF International will send the Principal Investigator an email notification to submit a final report via the CC Grant Tracker System 3 months before the submission deadline. The final report must include:

a) A final year progress report form – including a scientific summary, a plain language summary and a grant report. The scientific report can be up to 3,000 words (plus a reference section) including how the outcomes and achievements relate to the initial proposal and a list of publications, invited talks and any publicity resulting from the Project;
b) A final financial statement – signed by the Principal Investigator and a representative from the finance department of the Institution;
c) Electronic copies of manuscripts in review, publications that are not open access, and accepted conference abstracts, posters and oral presentations.

4.11

Failure to submit a final report may result in automatic disqualification from submitting future grant applications or proposals to WCRF International for three years, or action being taken by WCRF International under section 8 (Termination).

4.12

Occasionally, the Principal Investigator may be asked to present the Project's findings to the Grantor Charity's local offices at the end of the Grant Period.

Unexpended funds

4.13

All unexpended funds from the Grant must be returned to the Grantor Charity within three months of completion of the Grant, along with the final financial report. WCRF International is not responsible for over expenditure on the Project, for commitments against a Grant not paid within 60 days after termination, or for expenditure incurred before the starting date of a Grant.

4.14

Unexpended funds from the Grant may only be carried forward to any extended Grant Period with prior permission of WCRF International in accordance with section 2.5

– 2.12 (Changes of Institution) and/or 2.17

– 2.18 (Unfunded Extension).

5 Dissemination Acknowledgments

5.1

The Principal Investigator and the Institution must acknowledge the Grantor Charity in all outputs relating to the Grant and the Project, as well as all PR (public relations) and communications activities relating to the Grant and the Project. Acknowledgement of research supported (wholly or in part) by the WCRF Network is

essential to allow the WCRF Network charities to fundraise, publicise their work and show the scope of the research funded. All Public Relations (PR) and Communications activities must be conducted in liaison with the Grantor Charity Communications team, which must be informed at least four weeks prior to implementation.

Acknowledgements

5.2

The Principal Investigator and the Institution must use the wording below when acknowledging a Grant from the WCRF Network. When appropriate, such as on scientific journal articles, also include the Grant number:

a) 'Funding for [grant number] was obtained from World Cancer Research Fund (WCRF), as part of the World Cancer Research Fund International grant programme.'
b) 'Funding for [grant number] was obtained from Wereld Kanker Onderzoek Fonds (WKOF), as part of the World Cancer Research Fund International grant programme.'
c) 'Funding for [grant number] was obtained from American Institute for Cancer Research (AICR), as part of the World Cancer Research Fund International grant programme."
d) If a grant was co-funded by more than one of the WCRF Network charities, both charities must be acknowledged using the following wording, amended to refer to the relevant WCRF Network charities e.g., 'Funding for grant [number] was obtained from World Cancer Research Fund (WCRF) and Wereld Kanker Onderzoek Fonds (WKOF), as part of the World Cancer Research Fund International grant programme.'

Use of WCRF logos

5.3

Principal Investigators must use the WCRF International and appropriate Grantor Charity's logo in any materials regarding work that has been funded by the WCRF Network. All new Principal Investigators will be sent electronic copies of the WCRF International and appropriate Grantor Charity's logo for use.

If logos are updated, Principal Investigators will be sent new versions, which must be used. All such WCRF Network logos will remain the property of WCRF International or the appropriate Grantor Charity as the case may be.

5.4

The Principal Investigator and the Institution must acknowledge their Grant from the Grantor Charity

in any publications, materials, or talks regarding the Project, including but not limited to the following places:

a) Publications resulting from research supported wholly or in part by the WCRF Network;
b) Posters and/or presentations at conferences resulting from research supported wholly or in part by the WCRF Network;
c) Publicity materials, including press releases
d) or advertisements for jobs related to the Project or the Grant;
e) Online promotional activity, including the WCRF websites, blogs, e-newsletters and social media
f) The Institution and/or the Principal Investigator's research group website(s);
g) Invited talks to research institutions, hospitals or public lectures;
h) The Institution's institutional annual report and accounts; and
i) Other relevant output related to the research supported wholly or in part by the WCRF Network.

5.5

When required, please use the relevant logos for the WCRF Network members and WCRF International.

5.6

Electronic copies of all relevant above materials must be sent to WCRF International prior to publication, to allow WCRF International to check and approve the correct Grant acknowledgement and use of the logos.

Publication

5.7

The Principal Investigator should send copies of all conference abstracts, manuscripts accepted for revisions and published papers regarding the Project to WCRF International, throughout the Grant Period and for five years after the Grant has ended. **The Principal Investigator must notify WCRF International as soon as a submitted manuscript under review is accepted for publication by a journal (Accepted Paper).** This will enable the appropriate WCRF Network Communications team and the WCRF International Science and Research Department in consultation with the lead author, to design appropriate plans for media and communications work prior to publication.

5.8

The Principal Investigator must inform WCRF International of the Accepted Paper's proposed publication date as soon as it is known and must send WCRF International a copy of the final print version PDF file of the Accepted Paper once the journal has made it available to them.

5.9

WCRF may publicise those Accepted Papers, which have been made publicly available by the journal, on its

website, social media accounts and in external publications.

5.10

Publications resulting from research supported wholly or in part by the WCRF Network must contain an acknowledgement of the Grantor Charity as well as of WCRF International, in accordance with the section 5.2 (Acknowledgements) above.

5.11

Please note: WCRF International strongly encourages the Institution and the Principal Investigator to follow the ARRIVE (Animal Research: Reporting In Vivo Experiments) guidelines by the National Centre for the Replacement, Refinement and Reduction of Animals in Research (see NC3Rs at nc3rs.org.uk) if publishing findings from grants involving animal research.

Publication under Open Access

5.12

WCRF International encourages the Institution and the Principal Investigator to, wherever possible, make publications arising from the Project available under Open Access.

5.13

To accommodate the cost of Open Access publication for grant papers published while the Grant is active, WCRF International allows up to a maximum of £6,000 for IIGs and £3,000 for Pilot and Feasibility Grants and INSPIRE Grants to be included in the Grant budget to cover the cost of publishing under Open Access. Such funds must be explicitly documented in the budget under the Open Access category, must be used solely towards paying for publication under Open Access of papers derived from the Project, and must be repaid to the Grantor Charity via WCRF International if not used for that purpose.

5.14

These Open Access funds cannot be used to pay for other publication charges, such as page or colour charges.

5.15

WCRF International encourages the Institution and the Principal Investigator to use these funds towards paying for author processing charges at Open Access journals, rather than to pay Open Access fees at hybrid journals but defers the decision of where to publish to the Institution and the Principal Investigator.

5.16

If the Grant has been completed and papers have been accepted for publication after the Grant's end date, the Principal Investigator is encouraged to contact WCRF International to discuss the options available for Open Access dissemination of those papers.

Conferences/scientific meetings

5.17

Principal Investigators and their collaborators are strongly encouraged to present the results of the Project at appropriate conferences and relevant scientific meetings. Costs for such activities should be included as part of the budget available for travel. These Grant funds are specifically to cover the expense of travelling to conferences and invited talks where findings relating to the Grant will be presented in the form of a poster or oral presentation. Grant funds cannot be used for travel to other conferences. The Principal Investigator is required to give WCRF International advance notice of their attendance, or the attendance of any individuals working on the Project, at such a conference (two months if possible) and to acknowledge the Grantor Charity as well as WCRF International as part of the poster/oral presentation (see section 5.2 (Acknowledgements)). The support of the Grantor Charity and WCRF International must be acknowledged in any conference poster or oral presentation resulting from research supported wholly or in part by the WCRF Network, in accordance with sections 5.2 (Acknowledgement).

5.18

The Principal Investigator must send WCRF International copies of accepted conference abstracts and posters. Please use the relevant WCRF Network logos in any conference poster or oral presentation resulting from research supported wholly or in part by the WCRF Network.

Publicity, engagement, and communications with WCRF

5.19

Publicity is vital to charities to help in raising funds and communicating our messages. The Institution and the Principal Investigator are therefore required to work with WCRF International and the Grantor Charity to coordinate and maximise publicity and communication opportunities arising from the Grant. We request that the Institution and the Principal Investigator support us in this vital part of our work to:

a) publicise and raise awareness of the Project and WCRF's work;
b) participate in fundraising and engagement initiatives, including (but not limited to), hosting lab tours, speaking at events, and writing articles and blogs for WCRF's website; and
c) peer review grant applications where requested to do so by WCRF.

5.20

Press release and media work: If you plan to engage in any media activity, such as press releases or interviews, please inform us at least two weeks in advance by email to grants@wcrf.org and pr@wcrf.org so WCRF's PR and Editorial team can work with you and your institution's press office.

5.21

Social Media: We want to disseminate your research findings, media, conference presentations, and any awards received through our personal and the organisation's social media accounts. Please ensure that the Research Funding team has your social media usernames so we can tag you appropriately. Please ensure you tag @wcrf_int on X and @World Cancer Research Fund on Linkedin.

5.22

Altmetric: Altmetric stands for alternative metrics and monitors the impact of research through online interactions. When your research is shared on social media, or on any website, it must be linked directly to the published paper to be captured by Altmetric.

5.23

WCRF International expects our researchers to contribute to its fundraising and engagement initiatives. This could be by hosting lab tours, speaking at events or writing articles or blogs for our website. We would also expect you to accept invitations to peer review grant applications for us, where appropriate.

Announcing the Grant

5.24

The Institution and the Principal Investigator acknowledges and agrees that WCRF International and the Grantor Charity maintains the right to describe the Project and identify the Institution, the Principal Investigator and other investigators in health information, fundraising and publicity materials.

5.25

WCRF International must be informed before any announcement by the Institution or Principal Investigator is made in relation to the newly awarded Grant through any external communication channel (e.g. Institution newsletter, press release, social media).

5.26

Grant awards are announced on our websites and via social media after grants have been approved. If appropriate, a press release may be written by WCRF's PR and Editorial team and cleared through the Principal Investigator and/or the Institution's press office for general distribution. The Principal Investigator will need to be available for any press interviews.

5.27

A link to the WCRF International and the Grantor Charity websites should be added to relevant department or project pages of the Institution and/or the Principal Investigator's website. Please inform WCRF International as soon as the link has been added. WCRF International and WCRF URL: wcrf.org , WKOF URL: wkof.nl , AICR URL: aicr.org .

Publicising the Grant progress and its findings

5.28

During the Grant Period, the Institution, the Principal Investigator, publications and other activities relating to the Project, such as press releases or a liaison visit, may be publicised by WCRF International. It is likely that from time to time, the Institution and/or the Principal Investigator will be called upon to help with press calls or act as a spokesperson regarding the topic of their Grant. Although this is not expected to be an onerous or time-consuming task, it is a condition of the Grant that the Institution and the Principal Investigator will assist with this wherever reasonably possible. Any press calls directed to the Institution, or the Principal Investigator will have been screened through the appropriate WCRF International PR and Editorial team and discussed beforehand with the Institution or the Principal Investigator.

5.29

It is also important that we explain the findings of our grants. Copies of papers accepted for publication in relation to the Project must be forwarded to the Research Funding team at WCRF International.

5.30

WCRF International PR and Editorial team will liaise with the Principal Investigator and the journal about the suitability of this work for a press release, embargoed until publication date. WCRF International PR and Editorial team will write the press release in conjunction with the Research Funding team and cleared through the Principal Investigator and the Institution's press office. Where the content of a press release cannot be agreed, neither the Principal Investigator, the Institution nor WCRF International PR and Editorial team should issue a press release.

5.31

WCRF International may issue announcements about the Project and the Institution's involvement in the Project on its website, social media accounts and by issuing a press release. The Institution will make the Principal Investigator available for interviews on WCRF International's request. The Institution and the Principal Investigator may also be interviewed for an article to be featured in one of our WCRF Network charities' newsletters, websites or blogs, asked to contribute to blogs and/or social media activities, or on occasion asked to input into the WCRF International PR and Editorial team activities relevant to their research work. They are also encouraged to be active on their own social media networks, in conjunction with WCRF International PR and Editorial team, to assist the team in promoting their work.

5.32

In addition, the Institution and the Principal Investigator might be asked to give a presentation on the Project for events organised by WCRF International or the Grantor Charity.

6 Intellectual property

6.1

WCRF International and the Grantor Charity recognise that intellectual property, including patentable inventions, may be developed in the course of the Project. As organisations operating for the public benefit, WCRF International and the Grantor Charity are obliged to ensure that the useful results of the research that they wholly or partly fund are applied for the public good. In some circumstances, this obligation is best achieved through the protection of intellectual property, including by filing a patent application, and commercial exploitation of such intellectual property. The following conditions seek to ensure that this obligation is met:

6.2

To the extent that it does not already have such strategies and procedures in place, the Institution shall develop and implement strategies and procedures for the identification, protection, management and exploitation of any Arising Intellectual Property.

6.3

The Institution shall ensure that all persons in receipt of the Grant or working on the Project (including the Principal Investigator, other investigators, researchers, employees, students, visiting fellows and subcontractors) are employed or retained by the Institution on terms that vest in the Institution all Arising Intellectual Property. The Institution shall not transfer ownership of any Arising Intellectual Property to any third party without the prior written consent of WCRF International, and then only on terms which provide WCRF International with no less extensive rights than under this section 6 (Intellectual Property).

6.4

The Institution hereby grants WCRF International or shall procure the direct grant to WCRF International of, a fully paid up, irrevocable, perpetual, non-exclusive, sub-licensable, worldwide royalty free licence to use all the Arising Intellectual Property in all territories in all media in existence now or in the future. For the avoidance of doubt, this licence will remain in effect as long as the Arising Intellectual Property remains in existence, notwithstanding the expiry or earlier termination of the Grant.

6.5

The Institution shall promptly notify WCRF International in writing when any Arising Intellectual Property comes into existence (which shall in any event be no later than one month after the Institution or the Principal Investigator becomes aware of the Arising Intellectual Property), and shall consult with WCRF International to discuss whether the protection, management and exploitation of such Arising Intellectual Property is an appropriate means of achieving the public benefit, and if WCRF International reasonably believes it is then WCRF International shall establish (and the Institution and the Principal Investigator shall adhere to) such strategy as it reasonably requires for such protection, management and exploitation. The Institution shall take all reasonable steps to ensure that such Arising Intellectual Property is protected and is not published or otherwise disclosed publicly prior to consultation with WCRF International.

6.6

The Institution must obtain the prior written consent of WCRF International before using, or authorising the use of, the Arising Intellectual Property for any commercial purpose (which for the avoidance of doubt shall include any circumstances when payment is made for use of the Arising Intellectual Property).

6.7

WCRF International is not obliged to grant consent, however this will not be unreasonably withheld provided that the proposed use does not run counter to WCRF International's interests and objectives.

6.8

Any consent given by WCRF International will be conditional upon the Institution, as a minimum:

a) Undertaking to adhere to a reasonable commercial strategy, approved by WCRF International, for the protection, management and exploitation of the relevant Arising Intellectual Property;

b) Paying WCRF International and/or the Grantor Charity (as determined by WCRF International) a reasonable proportion of any revenue realised from any such commercial use; and
c) Accepting any revenue and equity-sharing terms which WCRF International notifies to the Institution.

6.9

If the Institution does not wish to protect, manage or exploit any Arising Intellectual Property or if the Institution fails to comply with the conditions in this section 6 (Intellectual Property) or any agreed strategy for the protection, management or exploitation of the Arising Intellectual Property, WCRF International may direct the Institution to:

a) Take immediate steps to protect the Arising Intellectual Property as required in any strategy, at WCRF International's expense; and/or
b) Immediately transfer the Arising Intellectual Property to WCRF International.

6.10

Without prejudice to the generality of the foregoing, if the Institution does not intend to file a patent application or any other application for registration in connection with any Arising Intellectual Property which is capable of protection through a patent or other registration, it shall notify WCRF International promptly and in any event at least six months prior to any deadline for filing the application or within two years of the Arising Intellectual Property coming into existence, whichever is the earlier. The Institution shall take such steps as WCRF International directs to transfer ownership of such Arising Intellectual Property to WCRF International so that WCRF International can register such Arising Intellectual Property.

6.11

The Institution agrees to do and will ensure that the Principal Investigator and its employees, students and any third party acting on its behalf do, all acts reasonably required by WCRF International to assist it in the protection and exploitation of the Arising Intellectual Property.

6.12

If the Institution wishes to use any third party to carry out its obligations with respect to this section 6 (Intellectual Property), then it must provide details of the proposed third party to WCRF International and obtain WCRF International's prior written approval, such approval not to be unreasonably withheld or delayed.

6.13

The Institution shall use all reasonable endeavours to ensure that it is not subject to any consultancies, third party restrictions or other arrangements which might impact upon the Arising Intellectual Property, and in particular the ownership of or rights to use the Arising Intellectual Property. The Institution shall not enter into any such arrangements after the date of the Award Letter without the prior written consent of WCRF International and shall notify WCRF International of any existing arrangements in the application for the Grant, or immediately on receipt of the Award Letter if the arrangements were entered into after submission of the application. WCRF International reserves the right to withdraw the offer of the Grant or amend these Terms and Conditions on being notified that such an arrangement has been entered into.

6.14

Where the Institution has agreed with WCRF International that a patent application should be filed, or any other steps should be taken to register any Arising Intellectual Property, the Institution shall keep WCRF International informed of the progress of such applications or registrations and shall agree in advance with WCRF International the name(s) under which the applications or registrations shall be filed. No patent application or other application for registration shall be abandoned by the Institution without first notifying WCRF International in writing and without providing WCRF International with the opportunity and all reasonable assistance necessary to continue the application at WCRF International's expense.

6.15

The Institution agrees that if it or its licensee has not taken reasonable steps within three years (or any reasonable length of time under the circumstances) after a patent or other registration has been issued on any Arising Intellectual Property to bring that Arising Intellectual Property to the point of practical application, and cannot show any valid reason for this, it shall take such steps as WCRF International directs to transfer that patent or registration to WCRF International, to cancel any outstanding exclusive licences under the patent, and/or to grant licences under the patent to parties designated by WCRF International on whatever terms are reasonable under the circumstances.

6.16

The Principal Investigator and the Institution shall provide regular reports, on at least a yearly basis, updating WCRF International on any publication, sale or public use of any Arising Intellectual Property.

7 Data protection

7.1

WCRF International, all signatories, Grant holders and the Institution shall comply with their obligations under applicable data protection legislation, including, as applicable, (i) the Data Protection Act 2018 and any successor UK legislation, (ii) the General Data Protection Regulation and the retained EU law version of General Data Protection Regulation (EU) 2016/679) (UK GDPR), (iii) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) and including where applicable the guidance and codes of practice issued by the Information Commissioner or any other relevant regulator. Any data protection terms in this section 7 (Data Protection) shall have the meaning ascribed to them by the UK GDPR.

7.2

WCRF and all signatories, Grant holders and the Institution agree that any processing operations under these Terms and Conditions conform to the following description:

WCRF International as a Data Controller

7.3

WCRF International is required to process personal data in order to process the Award Letter and/or Grant, for the purposes of audit, evaluation, management and for promoting the work of the WCRF Network and the Grant.

This personal data shall include information relating to staff, applicants, co-applicants, principal investigators, and other individuals involved in the research conducted under the Grant. It shall include such information as names, job titles, work email addresses, CVs, salaries, contact information and workplace incidents.

7.4

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.

7.5

WCRF International and the Grantor Charity may publish personal data of the Grant holder(s), and others funded by the Grant, and the title and abstract of the subject matter of any Grant on their websites or in their annual reports or other publications from time to time.

The Institution as Data Controller

7.5

The Institution will be the Data Controller for all personal data processed under the Grant.

7.6

WCRF International may contact Principal Investigators, any co-applicants and their Institutions by post, telephone or e-mail about their grants and the other research activities of the Grantor Charity.

8 Termination

8.1

WCRF International or the Institution may terminate the Grant by giving at least three months' notice in writing. If the Grant is terminated under this section 8 (Termination), the Institution shall retain any portion of the Grant already committed, and shall return to the Grantor Charity, via WCRF International, any unexpended and uncommitted portion of the Grant. If the Grant is terminated by WCRF International under this section 8 (Termination), the Institution shall be entitled to be reimbursed by the Grantor Charity for any reasonable costs incurred in carrying out the Project up until the expiry of the notice which were in accordance with the budget submitted with the application and which are not covered by any portion of the Grant already paid to the Institution.

8.2

WCRF International may, at its sole discretion, require the return of some or all of the Grant and/or terminate the Grant immediately if:

a) The Grant, or any part of it, is used for any purposes other than the Project without the prior written agreement of WCRF International;
b) The Institution or the Principal Investigator fails to comply with any of these Terms and Conditions and fails to rectify any such failure within 30 days of receiving written notice from WCRF International detailing the failure;
c) The Principal Investigator ceases to carry out or supervise the Project without any replacement being agreed by WCRF International;
d) The Institution or the Principal Investigator act in a way which, in the reasonable opinion of WCRF International, brings or is likely to bring the name or reputation of WCRF International or the Grantor Charity into disrepute or damage their names or reputations in any way (including, but not limited to, if any fraud is committed in relation to the Grant or the Project);
e) The Institution or the Principal Investigator obtain duplicate funding from a third party for the Project or the same aspects of the Project as the Grant is intended to cover;
f) The Institution or the Principal Investigator provide WCRF International with any materially misleading or inaccurate information, whether in the grant application form, Award Letter, or otherwise;
g) The Institution suspends, or threatens to suspend, or ceases or threatens to cease to

operate, all or a substantial part of its business; or

h) The Institution passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved other than for the purpose of a bona fide and solvent reconstruction or amalgamation, becomes insolvent or is placed into receivership, administration or liquidation, has a petition presented for its winding up, enters into any arrangement or composition for the benefit of its creditors or is unable to pay its debts as they fall due.

8.3

Any provision of these Terms and Conditions that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Grant shall remain in full force and effect.

Termination or expiry of the Grant shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Terms and Conditions which existed at or before the date of termination or expiry.

9 Limitation of liability

9.1

No party will be liable to the other(s) for loss of revenue, loss of agreements, loss of anticipated savings, loss or damage to goodwill, or any indirect or consequential loss.

9.2

The Institution shall be fully responsible and liable (and neither WCRF International nor the Grantor Charity shall be liable), financially and otherwise, for all liabilities, expenditure, claims, demands, actions, costs, expenses, losses, and damages arising out of or in relation to any use of the Grant or conduct of the Project in breach of the terms of these Terms and Conditions.

9.3

Neither WCRF International nor the Grantor Charity shall indemnify the Institution against any claim for compensation or against any other claims for which the Institution may be liable.

9.4

Nothing in these Terms and Conditions shall limit or exclude any party's liability for death or personal injury caused by that party's negligence, or fraud or fraudulent representation.

9.5

Subject to section 9.1 (excluded losses) and 9.4 above (liabilities which cannot be legally excluded), WCRF International's and/or the Grantor Charity's total liability to the Institution, in a contract year, will not exceed an amount equal to the Grant paid and/or payable by the Grantor Charity in that contract year.

10 Entire agreement, assignment, conflict, non-waiver, and severance

10.1

These Terms and Conditions, together with the Award Letter constitute the entire agreement between the parties with respect to the Grant and shall have effect to the exclusion of any other representation, agreement or understanding or any kind between the parties preceding the date of the Award Letter and relating to the Grant.

10.2

WCRF International may amend these Terms and Conditions and the Award Letter at any time and shall give notice in writing to the Institution and the Principal Investigator of any such amendment.

10.3

Neither the Institution nor the Principal Investigator shall assign or sub-contract any of their rights or obligations under these Terms and Conditions without WCRF International's prior consent.

10.4

In the event of any conflict between the provisions of these Terms and Conditions, the Award Letter, the provisions of the Award Letter shall take precedence.

10.5

No failure or delay by a party to exercise any right or remedy provided under these Terms and Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

10.6

If any provision or part-provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this section 10.6 shall not affect the validity and enforceability of the rest of the Terms and Conditions.

11 Force Majeure

11.1

Provided that the affected party has complied with this section 11.1 – 11.2 (Force Majeure), neither party shall be in breach of these Terms and Conditions nor liable for delay in performing, or failure to perform, any of its obligations under the Terms and Conditions if such delay or failure result from events, circumstances or causes beyond its reasonable control and which it could not have reasonably foreseen (a "**Force Majeure Event**"). If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate the Grant by giving 10 days' written notice to the affected party.

11.2

The party affected by the Force Majeure Event shall: (a) as soon as reasonably practicable after the start of the Force Majeure Event but no later than 5 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; (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

12 Notices

12.1

Any notice or other document given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case) or (b) sent by email to the address specified in the Award Letter. Any notice or other document shall be deemed to have been received: (a) if delivered by hand, at the time the notice is left at the proper address; (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second business day after posting; (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this section 12 (Notices), business hours mean 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

12.2

Notice shall not have been properly given by email if the sender of an email receives notification that the email has not been delivered.

12.3

This section 12 (Notices) does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

13 Third Party Rights

13.1

Other than the rights of the WCRF International and the Grantor Charity, the Agreement does not give rise to any rights under the Agreements (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

13.2

The rights of the parties to rescind or vary the Agreement are not subject to the consent of any other person.

14 Governing law and jurisdiction

These Terms and Conditions and the Award Letter shall be governed by English law and the parties irrevocably submit to the jurisdiction of the English courts in any legal proceedings regarding any claim or matter relating to these Terms and Conditions, Award Letter or the Grant.