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YBTC Research Award Conditions

Research Award Conditions

These award conditions, together with the award letter and the policy for awards, represent the research award terms and records the terms on which the award is made by Yorkshire's Brain Tumour Charity to the organisation.

A copy of our policy for awards is available by emailing research@yorksbtc.org.uk. In accordance with condition 9, our policy for awards may be amended from time to time. Any change to the award conditions or the policy for awards will be notified to funded organisations if and when changes are made but the organisation is expected to keep the policies under review in any event.

Yorkshire's Brain Tumour Charity has an Ethical Policy and the terms of that policy apply in full to award holders and organisations. This policy must be read by award holders and organisations, as it forms part of the terms on which awards are made by the charity. A copy is available by emailing research@yorksbtc.org.uk.

Definitions can be found in condition 11.

All award applicants will be issued with a copy of our research award conditions, our policy for research awards, our ethical policy, information for applicants document, our research misconduct statement and our bullying and harassment policy.

It is a condition of our research award that:

- a) The organisation complies with the award terms; and
- b) The organisation must ensure that the award holder(s) and others supported by the research award are made aware of and comply with these award conditions, the award letter and the policy for awards.

1. Employment

1.1 Yorkshire's Brain Tumour Charity does not act as an employer with respect to the award, and therefore in all cases where funding is provided to support the employment of staff, the organisation retains full liability for relevant employees and undertakes to issue a contract of employment to such staff that is in compliance with relevant laws and regulations.

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1.2 Yorkshire's Brain Tumour Charity does not accept any responsibility for the employment of people including recruitment costs, benefits (including sick pay, maternity or paternity pay), or termination costs.

2. Research practice and governance

2.1 The organisation should endorse the commitments of the Concordat to Support Research Integrity:

<https://www.universitiesuk.ac.uk/policy-and-analysis/reports/Pages/the-concordat-for-research-integrity.aspx>

The organisation must have in place formal written procedures for the handling of allegations of research misconduct, such procedures to meet at least the minimum criteria set out in our "Research Misconduct Statement" on the handling of allegations of research misconduct.

2.2. The organisation must ensure that, before the research funded by the award commences and during the full award period, all necessary legal and regulatory requirements in order to conduct the research are met, and all necessary license's and approvals have been obtained. Where any element of the research funded by the award is to be conducted outside the UK, such legal and regulatory requirements, and such license's and approvals should include those applicable in the additional countries involved.

2.3 The organisation must ensure that it has in place formal written procedures for managing the process for obtaining any necessary or appropriate ethical approval for the research funded by the award, and must accept full responsibility for ensuring that any such ethical approval is in place at all relevant times during the award period. Yorkshire's Brain Tumour Charity requires all work involving human subjects to conform to the procedures of the host organisation and where a clinical trial is undertaken, to be conducted in accordance with the policies of the Medical Research Council:

<https://mrc.ukri.org/research/policies-and-guidance-for-researchers/clinical-research-governance/clinical-trials-regulations/>

2.4 Yorkshire's Brain Tumour Charity expects all clinical trial work funded by the charity to participate in the All Trials initiative (www.alltrials.net) in accordance with the position recommended by the AMRC. All clinical trials should be registered in a publically accessible database.

2.5 The organisation must ensure that research involving the use of animals complies at all times with the relevant laws and regulations in the host country. Any element of research funded by the award that is conducted outside the UK must, as a minimum standard, be conducted in accordance with the

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principles of Animals (Scientific Procedures) Act 1986. Additional provisions relating to the use of animals are contained in the charity's Policy for Research Award document.

2.6 The organisation must ensure that the award activities undertaken by, or on behalf of, the organisation comply with all directly applicable data protection legislation.

2.7 The organisation should refer to the charity's Policy for Research Awards document for additional obligations relating to data protection. Compliance with the policy is mandatory and forms part of the award terms.

2.8 The organisation and Yorkshire's Brain Tumour Charity will each provide reasonable assistance to the other on request where necessary to fulfil obligations under directly applicable data protection legislation.

3. Financial Control

3.1 The organisation must ensure that the control of expenditure to be funded under the award must meet Yorkshire's Brain Tumour Charity's administrative and financial requirements as set out in the award letter and all awards must be subject to the formal audit arrangements that exist in the organisation.

3.2 Yorkshire's Brain Tumour Charity has the right to request from the organisation, at any time, any financial information in respect of the award or the activities it funds, and/or to ask for confirmation from the external auditors of the organisation:

- a). that the external auditors have signed their opinion on the annual accounts of the organisation without qualification and;
- b). that the management letter from the auditors raises no matters that did or could significantly affect the administration of awards granted by the charity. If the auditors have raised any such matters in their management letter, the charity may require the organisation to provide it with relevant extracts from the letter.

3.3 The organisation must provide access to accounting and other records relating to the awards and the activities funded by the award for auditors and other personnel from or appointed by Yorkshire's Brain Tumour Charity at any time, if requested by the charity. Such access must include the right to inspect any equipment or facilities acquired or funded under the award. Where elements of expenditure under the award have been subcontracted, the organisation 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 award.

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3.4 Yorkshire's Brain Tumour Charity has the right, at its discretion and expense (and directly or via third parties engaged by it), to audit the award income and expenditure in relation to the activities funded by the award, and/or the systems used by the organisation to administer charity awards at any time.

3.5 The organisation should maintain a separate accounting cost code specific to the award and all costs and income properly relating to the award should be accounted for through that cost code. The organisation should ensure that appropriate records are kept supporting the entries made on the cost code.

4. Administration

4.1 Payments will not be made on the award until the organisation has formally accepted the award and the conditions under which the award is granted and has activated the award. The award letter contains further details about how this is done.

4.2 The organisation must ensure that the award is used for the purposes for which it is awarded, and the charity may verify this at any time.

4.3 The organisation must ensure that adequate and appropriate resources are provided to support the activities described in the award letter.

4.4 The organisation must activate the award within 6 months of the proposed start date referred to in the award letter. If a delay of more than 6 months is likely to occur, award holders will need to contact the charity immediately with details about the delay to seek the charity's permission to activate the award late. Failure to seek permission will result in the award being cancelled.

4.5 The organisation will invoice the charity quarterly in arrears during the award period in respect of the amounts detailed in the award letter. Quarterly invoices must state the start and end dates of the period covered by the invoice. Invoices issued more than 3 months after the end date of the period covered will not be paid unless there is a specific written confirmation from the charity. Where payment arrangements apply other than as provided for this condition 4.5, these will be detailed in the award letter or in separate written correspondence from the charity to the organisation.

4.6 The organisation must hold a bank account in the currency specified in the award letter and must notify the charity of any changes to its bank account details.

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4.7 Yorkshire's Brain Tumour Charity has the right to seek reimbursement in the event of an overpayment in relation to any award made to the organisation. This may include setting off such overpayment against payments due on other awards to the organisation.

4.8 Yorkshire's Brain Tumour Charity also has the right to suspend payments to the organisation where the charity has reasonable grounds for concern regarding any aspect of:

- 4.8.1 the management of the award including compliance with the award terms; or
- 4.8.2 the conduct of the award; or
- 4.8.3 the processing of personal data obtained during the award

4.9 In the event that the organisation completes the activities funded by the award without spending the full amount of the award, the remaining amount will not be invoiced to the charity and the charity will not be obliged to make any further payments to be organisation in respect of the award.

4.10 Yorkshire's Brain Tumour Charity does not make awards to cover expenditure already incurred by any applicant, award holder or their organisation and if any such claim is made under any award this will result in a deduction of that element of the award and may result in the award being terminated.

4.11 If any amount of the award is not used in accordance with the Terms and Conditions under which the award is made, the organisation agrees to repay such amount promptly to the charity and in addition this may result in the suspension or repayment of the whole award.

5. Ownership and use of equipment

5.1 Equipment purchased or hired from funds awarded by Yorkshire's Brain Tumour Charity is entirely for use on the research project for which the award was granted. Any other use must be approved by the charity.

5.2 The organisation must ensure that it has in place clearly defined procedures for the procurement of equipment and that equipment funded by the award is acquired by the organisation in accordance with those procedures. The procurement of equipment and services must comply with all relevant national and EU legislation and the organisation's own financial policy. Accepted procurement best practice in the relevant sector must be observed. For all equipment costing more than £20,000, professionally qualified procurement staff must be consulted at the beginning of the procurement process and must approve the order before it is placed with a supplier.

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5.3 Yorkshire's Brain Tumour Charity must be informed if, during the life of the award, the need for the equipment diminishes substantially, the equipment is significantly under-utilized or it is not used for the purpose for which it was funded. The organisation must then make a proposal to the charity in respect of the future use of the equipment.

5.4 The charity may withhold its consent to the proposed use of the equipment and may, as part of the approval process, require the organisation to account to it for an appropriate share of the proceeds of any sale or of the revenue generated by the agreed alternative use.

5.5 The organisation must obtain written permission from the charity to use the equipment for any purpose outside the scope of the award (including mortgaging, charging, hiring, lending or disposing of it or using it for any purpose which does, or attempts to, generate revenue).

5.6 Any proposal to transfer ownership of the equipment during the period of the award is subject to prior approval by the charity.

5.7 Where there is spare capacity in the use of equipment, the charity expects this is to be made available to other research users. Priority should be given to brain tumour research. Any other use made of the equipment, specifically not for brain tumour research, requires the prior written approval of the charity. Such use must be charged at commercial rates and the organisation must enter into a revenue sharing agreement with the charity in advance of such arrangement.

5.8 Prior to the end of the award, the charity will require the organisation to submit for its approval a proposal for the future of the equipment after the award has ended. The charity's strong preference is for equipment to be made available to other researchers funded by the charity at the organisation, or to be made available to other researchers funded by the charity at other organisations or to continue to be used by the award holder to further research conducted during the award period, even if this research is funded by a party other than the charity. The organisation may only proceed with such proposal with the prior written approval of the charity.

5.9 The organisation must ensure that equipment funded by the award is appropriately insured and maintained throughout its useful life. If any equipment is lost, damaged or destroyed during the period of the award, the organisation will be required to repair or replace it at its own cost.

5.10 Equipment funded by the award must bear a notice identifying it as having been acquired with funds provided by Yorkshire's Brain Tumour Charity. The charity will provide the form of notice.

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6. Publication, publicity, reporting and branding

6.1 All articles to be published and work to be presented at symposia or scientific meetings resulting from Yorkshire's Brain Tumour Charity funded work must be sent by email to research@yorksbtc.org.uk prior to journal submission/presentation so that the work may be considered for PR coverage.. We will be in touch directly if we decide to cover the work.

Non-compliance with this condition may influence future funding decisions.

Award holders should refer to the section of the policy for awards document entitled "Research publishing and open access" for the charity's further requirements in connection with publication of charity-funded work.

6.2 The publication or release of findings or data from research funded by the charity may be reasonably delayed by the charity to enable protection of any charity-funded intellectual property. The identification, protection, management and exploitation of intellectual property is subject to condition 7 "Intellectual property and commercial activities".

6.3 The charity expects that findings from research funded by the charity will be published in an appropriate form. The charity should be acknowledged using the phrase "This work was funded by Yorkshire's Brain Tumour Charity [award reference number]".

6.4 All research papers that have been accepted for publication in a peer-reviewed journal and are supported in whole or in part by the award, should be made open access within 6 months of publication.

6.5 All reporting of trial results should follow the Consolidated Standards of Reporting Trials (CONSORT).

6.6 The organisation and the principal award holder must consult with the charity on any press statements that may be issued about the award or the findings from the activities funded by the award.

6.7 The principal award holder must submit reports during the award period on the progress of activities funded by the award as required by the charity. Reports will be required on an annual basis as a minimum.

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6.8 Failure to provide any report by the given deadline will lead to withholding of payment of the relevant award to the organisation.

6.9 All awards will involve publicity and charity recognition. Any marketing and public-facing communications associated with the award will be branded according to charity guidance, as outlined in the Policy for Awards, and must be approved by the charity.

7. Intellectual property and commercial activities

7.1 The charity requires the organisation to develop and implement strategies and procedures for the identification, protection, management and exploitation of charity-funded intellectual property (IP), taking into account circumstances where the research involves collaboration with and/or the contribution(s) of third parties. The charity also requires the organisation to ensure that all persons in receipt of charity funding or working on a charity-funded activity (including employees, students, visiting fellows and subcontractors) are employed, engaged or retained on terms that vest all charity-funded IP in the organisation.

7.2 Should any charity-funded IP arise from the award, then the charity requires the organisation to consider whether protection, management and exploitation of such charity-funded IP is an appropriate means of achieving public benefit. If the organisation considers that this is an appropriate means, then the organisation must seek the prior written consent of the charity (not to be unreasonably withheld) before it makes any commercial use of, or grants to any third party any exploitation rights over, such charity-funded IP. As a condition of granting consent, the charity will require the organisation to accept the standard revenue and equity sharing terms of the charity that are in place at that time. A summary of the current terms is available in the charity's Policy for Awards document.

7.3 If the organisation does not protect manage or exploit any charity-funded IP arising out of the award to the reasonable satisfaction of Yorkshire's Brain Tumour Charity, then the charity shall have the right, but not a duty, to protect, manage and exploit such charity-funded IP. Such right shall only be exercised after the charity has given the organisation notice in writing that it is failing to protect, manage and exploit such charity-funded IP to the charity's satisfaction. However, the charity may exercise such right sooner where it reasonably considers that the opportunity to protect, manage or exploit such charity-funded IP for the public benefit could be lost if more immediate action is not taken. The charity may also exercise such right where the organisation has indicated in writing that it will not protect identified charity-funded IP. The organisation agrees to do, and will ensure that its

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employees, students and any third party acting on its behalf do, all acts required to assist the charity in such protection and exploitation.

7.4 If the organisation wishes to use any third party to carry out its obligations with respect to this condition 7, then it must provide details of the proposed third party to the charity and obtain the charity's prior written approval to such third party carrying out exploitation activities with respect to the charity-funded IP. The organisation must also ensure that any such approved third party is made aware of and agrees to be bound by this condition 7.

8. Liability and indemnity

8.1 The charity accepts no responsibility, financial or otherwise, for expenditure (or liabilities arising out of such expenditure) or liabilities arising out of the activities funded by the award. The charity will not indemnify the organisation, any award holder or any other person working on the award (including employees, students, visiting fellows and subcontractors) against any claims for compensation or against any other claims (whether under any statute or regulation or at common law) for which the organisation may be liable as an employer or otherwise or for which any such person may be liable.

8.2 The organisation shall indemnify the charity in respect of any damage, loss, cost or expense (including any financial penalty imposed by a supervisory authority) suffered or incurred by the charity as a direct result of the organisation's actions or omissions relating to the data protection aspects of the Policy for Awards document (Annex A) up to an amount equal to the gross value of the award made by the charity.

8.3 The organisation warrants to the charity that any personal data provided to the charity by or on behalf of the organisation (whether by way of reporting progress of the award or results or outputs from the award or otherwise):

8.3.1 Has been adequately anonymized before being provided to the charity; or

8.3.2 Is provided to the charity with a clear and specified legal basis for doing so

In each case the organisation will ensure that any such data that is provided to the charity may be used by the charity as it sees fit and without any restriction.

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9. Variation and termination

9.1 The charity reserves the right to amend the award terms at any time. The charity will publish any change to the award terms on its website and will notify all award holders directly. With effect from the time of such publication, the revised award terms will apply to all awards made by the charity.

9.2 In the event of any conflict between the provisions of these award conditions as amended from time to time, and of the award letter, the provisions of these award conditions shall take precedence.

9.3 The organisation, or award holder if appropriate, must inform the charity without delay of any change to the status of the organisation or the award holders which might affect their ability to comply with these award conditions.

9.4 The award holder must seek the approval of the charity for any significant divergence from the original aims or activities funded by the award.

9.5 The charity reserves the right to terminate the award on reasonable notice with immediate effect.

10. Governing law and jurisdiction

10.1 These award conditions and all the other award terms shall be governed by and construed in accordance with English law. The organisation and the award holders irrevocably submit to the jurisdiction of the English courts to settle any disputes in connection with the award terms.

10.2 The organisation and the award holders must ensure that the activities funded by the award are at all times conducted in accordance with all applicable laws and regulations.

11. Definitions

| | |
|--------------------------------|---|
| AMRC | The Association of Medical Research Charities |
| Award | The award from Yorkshire's Brain Tumour Charity to the organisation, to be conducted by the award holder detailed in the award letter |
| Award Holder and Award Holders | The principal and any co-applicant, as specified in the award letter |

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|-----------------------|--|
| Award Letter | The letter from Yorkshire's Brain Tumour Charity addressed to the principal Award Holder detailing various terms relating to the Award and including the key performance indicators |
| Award Period | The period of the Award, commencing on the start date and continuing for the period confirmed in the Award Letter |
| Charity | Yorkshire's Brain Tumour Charity whose registered office is at 31 Otley Road, Headingley, Leeds, LS6 3AA and which is a registered charity under Number: 1095931. |
| Department | That part of the organisation in which the award-funded activity is to take place. |
| Intellectual Property | Includes all inventions, discoveries, materials, technologies, products, data and datasets, algorithms, software, patents, databases, copyright and know-how. |
| Organisation | The Organisation (including but not limited to any Hospital, NHS Foundation Trust, Clinical Commissioning Group, Local Authority, University, Institution, Research Council, Company or other body) at which some or all of the research funded by the Award will be carried out or which employs the Award Holder(s). |

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ANNEX A - YBTC policy for research awards

POLICY FOR RESEARCH AWARDS

This policy is adopted by Yorkshire's Brain Tumour Charity (YBTC) to form part of the contractual terms on which the Charity makes research funding awards.

Any terms which are defined in the Charity's Award Conditions have the same meanings in this policy.

The Charity expects to amend and add material to this document on a regular basis, so applicants are encouraged to check the relevant sections each time they consider an application to YBTC. A PDF version of this document can be downloaded from the Charity's website at www.yorksbtc.org.uk

The policy covers:

- Finance
- Research governance
- Data protection
- Employment status
- Changes to awards
- Research publishing, reporting and open access
- Branding and marketing
- Intellectual property
- Key points for the Charity when giving consent to the exploitations of YBTC funded IP
- Standard revenue and equity sharing terms
- Agreements with third parties and collaborators

Finance

There are a number of financial matters which applicants and award holders need to be aware of:

- For applications from Higher Education Institutes (HEIs) we will not fund overheads towards general university infrastructure, estates or other indirect costs.
- Applications from non-HEI applicants must only include the direct costs of the project.

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- We will not cover any expenditure already incurred by any applicant, award holder or organisation.
- In order to protect YBTC's cash flow and secure best value, we only provide fixed cost awards which do not allow for any additional costs for inflation of staff costs, consumables or third party services over and above what has been requested in the award application.
- Applicants should estimate any such cost increase during the lifetime of the award and then manage within those costs.
- Applicants will be expected to provide sufficient detail in their application that demonstrates how they will manage the funding so as to accommodate the expected cost increases that may or may not occur during the lifetime of the proposed project.
- Each award holder will be expected to provide clear information about the start and end dates of their project.
- Each award holder will be expected to provide regular updates to the charity on the financial position of the award and explain any unexpected variances.
- Any under-spend that occurs will be deducted from the award at the absolute discretion of YBTC.

Research Governance

1. Good research practice

Yorkshire's Brain Tumour Charity expects award holders and their organisations to endorse the commitments of the Concordat to Support Research Integrity (<https://www.universitiesuk.ac.uk/policy-and-analysis/reports/Documents/2019/the-concordat-to-support-research-integrity.pdf>) and must have in place formal written procedures for the handling of allegations of research misconduct.

These procedures must meet at least the minimum criteria set out in our research misconduct statement.

In the event of fraud being alleged, YBTC wishes to make it clear that it is the responsibility of the organisation to investigate this. YBTC agrees to fund awards providing the organisation can produce evidence of procedures for dealing with fraud.

If a case of fraud is suspected in the course of the research, then YBTC should be notified immediately and kept informed of further developments. We reserve the right to suspend the award at any time but would normally await the results of a preliminary investigation. If adequate steps are

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not taken to proceed with an investigation, we will suspend the award. If fraud by any award holder is proven, we will terminate the award immediately.

2. Use of human subjects in research

Appropriate ethical committee consent is required for research that includes investigations involving human subjects. No financial disbursement will be made on the award until evidence of such approval and regulatory compliance is received by the charity (i.e. copy of the approval letter). We expect all such work to conform to the procedures of the host organisation and where a clinical trial is to be undertaken, to be conducted in accordance with the policies of the Medical Research Council: <https://mrc.ukri.org/research/policies-and-guidance-for-researchers/clinical-research-governance/clinical-trials-regulations/>

3. Use of animals in medical research

See our Animals in Research Policy Statement.

Data Protection

1. Scope

Personal Data, Data Controller, Data Processor and Data Subject all bear the meanings given to them in the General Data Protection Regulations 2018.

In accordance with the award letter and clause 2.7 of the award conditions, the organisation is required to comply with the terms of this policy as a condition of the award.

This policy applies in addition to regulatory requirements relating to the design and conduct of regulated elements of research, including clinical trials.

The organisation is responsible for ensuring that its officers, employees, students and contractors adhere to the terms of this policy and any reference to “organisation” must be read as including the organisation’s officers, employees, students, agents, professional advisors and contractors.

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2. Organisation obligations

YBTC is keen to ensure that the letter and spirit of directly applicable data protection legislation is followed. YBTC sees protecting the interests of individuals as a good in and of itself, but we are also aware of the potential liabilities and reputational damage that can flow from any failure to protect the interests of individuals.

YBTC expect the organisation to adhere to the following general principles:

- a) To minimise the use of Personal Data and ensure that adequately anonymised data is used wherever possible.
- b) To put all appropriate measures in place to ensure that Personal Data collected during the award is securely stored and is only available to, and used by, researchers directly involved in the award.
- c) To ensure that the organisation's systems relating to the processing of Personal Data are transparent.
- d) Not to use any Personal Data collected during the award for any other purpose and in particular not to use it for commercial gain.
- e) Do not use anonymised data collected during the award for commercial gain unless the individual Data Subject(s) has been made aware of the intention to use it for commercial gain in advance and the organisation has adequate lawful basis for using it for commercial gain.
- f) Not to retain Personal Data for any longer than is necessary to fulfil the purposes and aims of the funded award.

In addition to adhering to the principles outlined above, the organisation must comply with the following:

i) Compliance

In accordance with the award letter and clause 2.6 of the award conditions, all awards performed by or on behalf of the organisation adhere to and comply with all directly applicable data protection legislation.

ii) Third Parties

The organisation has in place adequate and sufficient procedures and agreements with third parties (including suppliers and organisations or contractors involved in the performance of the award) in order to satisfy the requirements of all directly applicable data protection legislations. This includes, but is not limited to, data processing agreements where Data Processors are used.

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iii) Data protection impact assessment

All awards performed by or on behalf of the organisation have been designed with reference to the requirements of all directly applicable data protection legislation. This includes, but is not limited to, completing appropriate data protection impact assessments for each processing operation.

iv) Provision of information

All participants in awards that are performed by, or on behalf of the organisation by a third party, are provided with appropriate information as required by the applicable data protection legislation e.g. they are made aware of how their data will be used.

v) Record keeping

Adequate records are maintained and, as a minimum, records necessary to comply with all directly applicable data protection legislation are maintained at all times.

vi) Publication

No publication arising from or related to the performance of the award includes any Personal Data or any information that might reasonably be expected to lead to the identification of any Data Subject participating in the research performed under the award.

vii) Re-identification

Where the organisation receives or uses anonymised data or pseudonymised Personal data, the organisation will not attempt to, or take any steps that are reasonably likely to, identify any individual Data Subject.

3. Processing

As regards Personal Data processed during the performance of the award, the organisation is presumed to be the Data Controller.

Unless agreed otherwise with YBTC in writing and in advance, the organisation will fulfil the obligations and responsibilities of the Data Controller in respect of Personal Data processed for the purposes and aims of the award.

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4. Provision of Personal Data

The organisation will not provide YBTC with Personal Data obtained during the performance of the award unless:

- a) The Personal Data has been adequately anonymised before being provided to YBTC
Or;
- b) The organisation has a clear legal basis for providing the Personal data to YBTC and details this basis in writing.

And in each case, the organisation will ensure that any such data that is provided to YBTC may be used by the charity as it sees fit and without any restriction.

Employment Status

Yorkshire's Brain Tumour Charity will only accept award applications from principal applicants:

- Whose contract of employment with the relevant organisation provides for the applicant's continuous employment up to or beyond the proposed end date of the award applied for
Or;
- Who will have a contract of employment with the relevant organisation which will provide for the applicant's continuous employments up to or beyond the end date of the proposal should the proposal be successful
And
- Who are, or will be, employed by the relevant organisation for at least 50% full time equivalent for the duration of the award.

For those awards which have a corporate applicant, YBTC will treat the senior figure in the corporate application as if they were the principal applicant and the rules above will apply to that individual.

Changes to awards

1. Transfer of awards

Transfer of awards is not normally permitted. Should the transfer be perceived as delivering an enhanced or equal benefit to the people of Yorkshire, YBTC would consider the request.

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Transfers will only be permitted to organisations within Yorkshire which are eligible to receive funding from the charity and which are able to demonstrate to the charity's satisfaction the ability to support the research provided for in the award during the award period. YBTC must be satisfied that after transfer, the project which is the subject of the award will be brought to a successful conclusion in accordance with the stated research objectives.

The new host organisation must agree to be bound by YBTC's award conditions prior to final approval of any transfer.

If an award holder transfers to another organisation during the award period and the transfer of the award is made to the new organisation with the approval of YBTC, the charity reserves the right to require that equipment funded by the award is also transferred.

2. Changes of award holder

The organisation must consult with YBTC if it is proposed to change the award holder, for example, following retirement, resignation or death. Where the award holder is transferring to another organisation eligible to hold an award from the charity, the provisions above will apply.

3. Change of aims or planned activities of the award

The award holder must seek the approval of YBTC if they wish to significantly change the aims or activities of the award. This includes, but is not limited to, substantial amendments to ethics approvals, changes in trial outcomes to be reported or changes to trial recruitment plans.

Research publishing, reporting and open access policy

Yorkshire's Brain Tumour Charity expects that findings from research funded by the charity will be published in an appropriate form. Copies of publications should be sent to research@yorksbtc.org.uk with details of where the acknowledgement of the charity's funding can be found.

You must acknowledge YBTC's support in all your research publications, symposia and other outputs. This enables us to monitor and evaluate the outputs of the research we fund.

The charity should be acknowledged using the phrase: "This work was funded by Yorkshire's Brain Tumour Charity, [grant number]"

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If you need to acknowledge more than one funder, we recommend you separate each one with a semi-colon e.g. "This work was funded by Yorkshire's Brain Tumour Charity, [grant number]; another funder [grant number]; etc"

Non-compliance with this condition may influence future funding decisions and jeopardise the relevant award.

Please note condition 6.1 which provides that "All articles and work to be presented at symposia or scientific meetings resulting from Yorkshire's Brain Tumour Charity funded work must be sent by email to research@yorksbtc.org.uk prior to journal submission/presentation so that the work may be considered for PR coverage."

The publication or release of findings or data from research funded by Yorkshire's Brain Tumour Charity may be delayed by the charity to enable protection of any charity-funded intellectual property, this will not be for more than 10 working days and such approval will not be unreasonably withheld. The identification, protection, management and exploitation of intellectual property is subject to condition 7 on "Intellectual property and commercial activities".

All research papers that have been accepted for publication in a peer-reviewed journal and are supported in whole or in part by the award, should be made freely available within 6 months of publications, to ensure open access.

If the journal does not offer a compliant open access option, then a copy of the author's accepted manuscript must be manually deposited and made freely available in Europe PMC within six months of publication by the author using the author manuscript submissions system.

All clinical trials should be registered in a publicly accessible database.

Reporting of trials should follow the Consolidated Standards of Reporting Trials (CONSORT).

<https://www.bmj.com/content/340/bmj.c332>

Any research findings derived from the use of patient data collected by the NHS should acknowledge this using the phrase "This work uses data provided by patients and collected by the NHS as part of their care and support".

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Branding and Marketing

All awards will involve publicity and charity recognition. Any marketing and public-facing communications associated with the award will be branded according to guidance given at the regular key performance indicator meetings with the charity.

This will include such aspects as agreeing the full title of the award including the phrase "Funded by Yorkshire's Brain Tumour Charity" and should be used in all circumstances unless otherwise agreed by YBTC. This includes, but is not limited to, trial registrations (if applicable), websites referencing the award, and presentations about the award and any other public information about the award.

Any brand or visual identity developed for the award must be approved by YBTC. In the absence of any other guidance any brand logo or mark developed for the award must have the phrase "Funded by" accompanied by Yorkshire's Brain Tumour Charity logo, which must be in equal prominence to any other graphic design elements within the brand logo or mark.

Any marketing activity plans and materials required as part of the award and any public facing materials must be approved by YBTC. The organisation must have sufficient marketing expertise or the ability to commission marketing activity of such activity is required to fulfil the aims and purposes of the award.

All awards and outcomes will be publicised by YBTC on their website and via social media. There is an expectation that award holders and key staff will actively participate in this through providing photographs, videos, quotes and where appropriate undertaking lab tours, talks at groups or the charity's annual symposium event.

Intellectual Property

The aim of this policy is to provide a clear statement for charity funded researchers on YBTC's position on the protection and use of intellectual property.

YBTC has considered a wide range of issues, not least the role of Intellectual Property (IP) rights in translating research into tangible patient benefits. YBTC supports the appropriate protection and use of IP rights where this will maximise health benefits. Relevant research must meet legal criteria for filing patents; it must be novel, non-obvious (i.e. inventive) and capable of industrial application.

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The charity is under an obligation to ensure that useful results from the research it funds are applied for the public good, specifically those people that are, or may be affected by a primary brain tumour.

YBTC are focussed on the potential benefit to brain tumour patients that might flow from the awards it makes. We believe that this focus is a clear expectation of the supporters who provide the funds we use to make awards. The charity's award conditions contain details regarding publication of research data and IP and commercialisation. These conditions should be read carefully by all award holders.

As our award conditions make clear, responsibility for protecting and managing any IP that flows from charity funded awards rests with the organisation; but the charity has rights, and wants to be kept fully informed about progress and possible developments, to be able to assist in any way we can. Award holders and their organisations are encouraged to communicate with our Chief Executive Officer on matters which relate to publication, IP and commercialisation.

Key points for YBTC when giving consent to the exploitation of charity-funded IP

In order to ensure that the research funded by the charity is exploited in a way that fulfils our purpose, our award conditions require organisations to seek the written consent of the charity before granting any rights over charity-funded IP. A condition of giving consent will usually be that the organisation enters into a revenue and equity sharing agreement with YBTC so that the charity receives an appropriate share of the benefits arising from its funding. A summary of the charity's standard revenue and equity sharing terms is contained later in this document.

The consent process requires the organisation to complete a consent form, which describes the relevant charity-funded IP, the award from which that IP arose and the intended exploitation route, together with copies of near-final draft agreements. If the charity was not the sole funder of that IP, details should be provided of the amount of funding contributed by third parties and which researchers they funded, together with a calculation of the charity's pro-rata share. YBTC will then assess on a case-by-case basis whether the chosen exploitation route and the terms of the exploitation are an appropriate way of achieving our charitable purpose, and may if necessary, suggest amendments that better address that aim.

Consent forms should be sent to research@yorksbtcc.org.uk. Requests for consent will be dealt with as soon as practicable.

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The following list aims to provide guidance on key points that YBTC considers when assessing consent applications. This is not intended to be an exhaustive list and the charity's view will depend on the circumstances of the particular IP and chosen exploitation route.

1) Resources and expertise of the proposed partner

If the proposed commercialisation partner or vehicle does not have the necessary expertise or adequate resources to exploit the charity-funded IP, it is unlikely to be able to achieve our purpose by, for example, taking a new drug through the necessary regulatory process to the marketplace. This does not mean that the proposed partner has to have all necessary expertise and resource for all stages of commercialisation as at the date of consent, but the commercialisation plan must be realistic. For example, it may be prudent to set a deadline within which a new spin out company has to raise additional funds or enter into a further commercialisation deal, otherwise the IP reverts to the organisation, or provide for IP to revert on insolvency to the extent that it is legally possible.

2) Diligence obligations

The terms of the agreement for exploiting charity-funded IP should place appropriately worded diligence obligations on the commercialisation partner to make sure that a suitable level of resources are devoted to exploiting the charity-funded IP and development is not side-lined or shelved if commercial priorities change. For example, the IP may revert to the organisation if diligence obligations are not complied with.

3) Step-in rights on IP

If the organisation gives responsibility to the commercial partner for filing, prosecuting and maintaining charity-funded IP and the partner fails to do so adequately, or decides to abandon a piece of registered IP, the organisation should retain the right to take back that responsibility at its own cost. This may be considered to be particularly important for early spin out companies where financial resources are tight.

4) Appropriate financial return

While the charity does not wish to get involved in laying down guidance for the amount of return that an organisation should seek to get from exploitation, it will check that the return is not obviously disproportionate (in either direction) to the organisation's contribution. This is to ensure that, as required by charity law, the private benefit to the commercialisation partner is no more than incidental to the public benefit arising from the exploitation of charity-funded IP. For example, material transfer agreements from commercial providers sometimes request a payment-free, non-exclusive commercial licence to all results of work

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carried out utilising their proprietary materials, which is generally not acceptable because the return to the commercial party is potentially disproportionate to its contribution to the research.

5) Research licence reserved for the organisation/researchers

YBTC generally expects that the organisation will reserve the right to continue using the charity-funded IP for academic research and teaching so that its researcher's careers are not restricted. This should be sub-licensable/transferable if the researcher changes organisation.

6) Publications

Any delays in publications by the organisation or its researchers should be limited to a reasonable time period (typically 3 months, maximum 6 months) and only to allow for filing of a new IP or to remove information that is genuinely confidential to the commercial party.

7) Is exclusivity appropriate?

Where an organisation wishes to grant an exclusive licence to a commercial third party, YBTC will consider whether the exclusivity is the most appropriate way of achieving public benefit. The charity recognises that exclusivity is often required to attract the investment necessary to exploit charity-funded IP. In cases where the charity-funded IP underlies a new research field or could act as a fundamental platform for further important work, the public benefit may be better served by a series of non-exclusive or co-exclusive licences to avoid giving one party a blocking position.

8) Pipeline agreements

Pipeline agreements prevent the organisation or the charity from assessing on a case-by-case basis the most appropriate way to exploit charity-funded IP to achieve public benefit. As a result, unless the arrangement is appropriately limited in time and scope, the third party is clearly the most suitable commercialisation partner and the organisation receives an appropriate return, the charity will not normally consent to them.

While guidance can be given by YBTC on request where the organisation wishes to obtain an early view from the charity on the terms of a particular agreement, YBTC will only give its formal consent on the basis of the final, or very near final draft agreements. If guidance is required, this should be sought from the charity's Chief Executive Officer.

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Standard revenue and equity sharing terms

1. The terms set out below are Yorkshire's Brain Tumour Charity's current terms as referred to in condition 7.2 of the charity's award conditions. YBTC may vary or replace in whole, or part, these terms at any time. This is a summary of the formal agreement that YBTC would expect to enter into to record this aspect of its relationship with the relevant organisation.
2. Yorkshire's Brain Tumour Charity accepts that if the organisation has, or has retained the services of, a body which is responsible for providing technology transfer services to the organisation ("TTO"), it will be necessary to agree with the organisation a reasonable and proper technology transfer fee to reflect the efforts of the organisation in arranging the underlying commercial transaction involving the charity-funded IP for which consent is being sought. Once agreed, this will be deducted before the income distribution referred to at paragraph 3 below.
3. The organisation must determine whether the award is the sole source of funding for the relevant research project. In the event that it is, then income received by the organisation as a result of the exploitation of the charity-funded project shall, after deduction of direct costs (as defined below) incurred in connection with the exploitation of the charity-funded project, be distribute 50% to the organisation and 50% to Yorkshire's Brain Tumour Charity.

For the purposes of these terms "direct costs" means all external expenses incurred and paid by the organisation in connection with the filing, prosecution and maintenance of the charity-funded IP including, but not limited to, official filing fees, Direct costs shall not include the organisations internal costs relating to these activities, regardless of the legal constitution of the organisation's TTO. Neither the organisation nor the TTO may make deductions for salary or taxes in respect of the organisation and/or the TTO or for any amounts payable to the inventors or generators or the charity-funded IP.

4. Where the award is the sole source of funding, then where the rights to take equity are received, these will be shared as to 50% to the organisation and 50% to the charity.
5. If the award is not the sole source of funding for the charity-funded project, then the income or the equity arising must be pro-rata calculated to take into account:

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- The inventive contribution of other inventors, followed by;
 - The proportionate funding contributions of the charity, the organisation and other third party funders of each inventor (such funding contributions to exclude any salary support provided by the institution from its internal funding, including Higher Education Funding Council for England (HEFCE) and the revenue/equity sharing formulae set out in paragraphs 3 and 4 above will apply to the portions of gross income or equity attributed to the charity under this paragraph 5.
6. The charity must be given not less than 2 months written notice prior to completion of a first equity funding round and be provided with copies of all documentation provided to other investors.
 7. The share of any income or equity due to Yorkshire's Brain Tumour Charity shall be allocated prior to the deduction of any reward to the organisation's employees or students who are inventors of any IP arising from the charity-funded project and the organisation shall be solely responsible for payment of such reward out of the share of revenue or equity to which it is entitled under paragraphs 3, 4 and 5 above.
 8. All payments under these terms shall be made in pounds sterling unless otherwise agrees and shall be exclusive of any taxes or duties that may be imposed, including value added tax, which shall be where applicable be payable in addition at the rate in force at the due time for payment.
 9. The organisation must provide the charity with statements of financial information for agreed periods (to include gross income, net income, cumulative income, direct costs, technology transfer costs, equity, revenue shares and taxes with a clear breakdown of how the amounts involved were determined) within 3 months from the end of such a period and the organisation shall make payment to Yorkshire's Brain Tumour Charity within 14 days of receipt of the proper VAT invoices for the sums due to the charity.
 10. The organisation shall keep accurate records and accounts of all matters relating to the exploitation of all charity-funded projects and the charity will have the right to audit these upon request in accordance with standard UK accounting practice. The organisation shall provide copies of records and accounts on request. Payments not paid on the due date will carry interest at the rate of 4% over the current Bank of England base rate, shall be

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calculated daily and shall be compounded quarterly from the due date until the date of actual payment.

11. In respect of any IP arising from a charity-funded project, the organisation must:
 - Provide the Yorkshire's Brain Tumour Charity copies of any signed agreements entered into;
 - Provide to Yorkshire's Brain Tumour Charity details of any patent applications, awards and abandonments;
 - Deliver at least annual reports detailing the commercialisation activities for that year to Yorkshire's Brain Tumour Charity and;
 - Arrange and hold update meetings once every 6 months, or at such other intervals as are agreed with Yorkshire's Brain Tumour Charity.
12. The charity accepts that it may need to enter into formal confidentiality arrangements with the organisation to allow exploitation of the charity-funded IP.
13. Yorkshire's Brain Tumour Charity has guidance on key points that it looks for when giving consent to the exploitation of charity-funded IP. That guidance is located elsewhere in this document.

Agreements with third parties and collaborators

Agreements with third parties

All awards are governed by the charity's award conditions. Yorkshire's Brain Tumour Charity must, where relevant, be kept informed about agreements that organisations might enter into with third parties which might or will impact onto the terms of the award the charity has granted to the organisation.

The provisions of the charity's award conditions that relate to IP are particularly important in this context.

YBTC is keen to avoid conflict between its terms and the terms that the organisation might want to agree with third parties. Award holders should ensure that they consult with the relevant individual or group at their organisation about any such agreements. If there is any element of concern about

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the position of YBTC, we should be consulted and will then provide any necessary guidance or assist with any necessary negotiation.

Two situations are particularly relevant.

1. Agreements with other providers of funds

The charity has experience of negotiating with co-funders and organisations in connection with a range of matters flowing from the joint funding process, but it wishes to undertake any necessary negotiation before such additional agreements are entered into, rather than after the event.

If you are the holder of an award from Yorkshire's Brain Tumour Charity then, before you accept funding from another source, please ensure that the relevant individual or group at your organisation receives a copy of the relevant agreement to record the new funding for review. If after that review there are concerns about actual or possible conflicts between the terms of the new funding and YBTC's terms, please submit the relevant agreement to the charity for review. This is particularly important in the area of IP and commercialisation.

Yorkshire's Brain Tumour Charity will respond as quickly as possible. Relevant documentation and request for review should be sent to research@yorksbtc.org.uk.

2. Material transfer agreements

Yorkshire's Brain Tumour Charity is aware that the MTA's can be complex. The terms on which materials are exchanged can fundamentally affect our rights in connection with charity-funded IP.

The charity takes the view that any organisation which is in receipt of an award from the charity should not enter into any incoming or outgoing MTA in connection with that award without prior approval of the relevant individual or group at the organisation which usually reviews these types of agreements. The provisions in these documents potentially impact on the joint ability of the charity and the organisation to exploit the research output of an award for the benefit of brain tumour patients and to deliver their overriding charitable public benefit obligations.

As examples, the charity would not want an MTA to prevent its award holder from protecting or developing any arising IP from the research using the material they have acquired nor would the charity want the MTA to prevent dissemination of the research findings.

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If you are an award holder, before you or your organisation enters into an incoming or outgoing Material Transfer Agreement in connection with that award, please ensure that the relevant individual or group at the organisation reviews the draft MTA. If after that review, there are any concerns about the proposed agreement in light of the charity's terms and/or rights in connection with the charity-funded IP then the charity must receive the draft MTA for review.

Yorkshire's Brain Tumour Charity will respond as quickly as possible. Relevant documentation, which should include any MTA information completed by the award holder for the organisation's research office or similar body, should be sent for review to: research@yorksbtcc.org.uk.

Collaborations

Collaborations are expected to be put on a formal basis through an agreement covering the contributions and rights of the relevant organisations and individuals concerning exploitation. Such agreements must be in place before the research begins and/or the charity must be consulted should a collaboration arise during the course of the award. The terms of collaboration must not conflict with the charity's conditions of award.

If you are an award holder then, before you or your organisation enters into a collaboration agreement in connection with that award, please ensure that the relevant individual or group at your organisation reviews the draft. If after that review, there are any concerns about the proposed agreement in light of the charity's terms and/or rights in connection with the charity-funded IP then the charity must receive the draft agreement for review.

Yorkshire's Brain Tumour Charity will respond as quickly as possible. Relevant documentation should be sent for review to research@yorksbtcc.org.uk.

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