



TERMS AND CONDITIONS OF RESEARCH GRANTS

AMMF – The Cholangiocarcinoma Charity

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INTRODUCTION

AMMF – The Cholangiocarcinoma Charity (AMMF) is a UK registered charity, registration no 1198095, dedicated to encouraging and supporting research related to the diagnosis, treatment, and causes of cholangiocarcinoma.

All grants awarded by AMMF will be for research related to cholangiocarcinoma only. A grant awarded by AMMF may be either a Research Grant or a Fellowship Grant.

- **Research Grant:** a contribution to the costs of a stated research project which has been approved by AMMF.
- **Fellowship Grant:** an award made to contribute to the support of a named individual, working on a research project approved by AMMF. It will cover the cost of the time dedicated to the research project and may or may not include research support costs.

Definitions:

Award Letter: The letter/email from AMMF to the Grant Holder specifying the amount of grant that has been awarded and any special conditions of award.

AMMF: AMMF – The Cholangiocarcinoma Charity. AMMF is a UK registered charity, registration no 1198095.

Terms and Conditions of Grant: AMMF terms and conditions in force from time to time as varied or supplemented by any terms and conditions in the Award Letter.

Grant: The grant described in the Award Letter.

Grant Holder: The person to whom the grant is assigned and who has responsibility for the intellectual leadership of the project and for the overall management of the research.

Institution: The organisation (university, institute or other body) to which the grant is awarded and which takes responsibility for the management of the research project and the accountability of funds provided.

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

LIABILITY AND RESPONSIBILITY

By accepting a Grant from AMMF, the Grant Holder or Institution agrees to AMMF's Terms and Conditions.

It is the responsibility of the Institution to ensure that the Grant is applied exclusively and appropriately in support of the research activity or purpose for which it has been awarded, that all applicable laws, regulations and obligations to third parties relating to the research activity and purpose are met, and that no obligations to third parties conflict with AMMF's Terms and Conditions of Grant. The Institution shall also ensure that the work is undertaken in an adequate and proper way, and that there is appropriate supervision of the people and activity funded.

AMMF relies entirely on the Institution to ensure that the research activity supported is carried out in accordance with the best practice in order to avoid damage, loss or injury to persons or property. AMMF requires the Institution to take all reasonable precautions to safeguard the health and safety of those involved in the research and all third parties affected thereby and accepts no liability for any accident, injury or loss sustained by any person as a result of and/or in the course of that research or activity.

In accepting the Grant the Institution agrees to indemnify AMMF against any costs, claims or liabilities (including legal costs) suffered or incurred by AMMF as a result of any action, claim or complaint brought against AMMF in connection with or arising from any funded activity or person or the accuracy or application of the result of that activity, and confirms that it has obtained and will maintain in force public and professional indemnity insurance at a level appropriate to the risks involved.

Disclaimer

AMMF accepts no responsibility, financially or otherwise, for expenditure (or liabilities arising out of such expenditure) or liabilities arising out of the work funded by the Grant other than those specifically listed in the Award Letter.

RESEARCH GOVERNANCE

It is the responsibility of the Institution to ensure that the research is organised and undertaken within a framework of best practice that recognises the various factors that may influence or impact on a research project. Particular requirements are to ensure that all necessary permissions are obtained before the research begins, and that there is clarity of role and responsibility among the research team and with any collaborators. AMMF expects research to be conducted in accordance with the highest standards of research integrity and research methodology.

RESEARCH ETHICS

The Institution is responsible for ensuring that ethical issues relating to the research project are identified and brought to the attention of the relevant approval or regulatory body. Approval to undertake the research must be granted before any work requiring approval begins. Ethical issues should be interpreted broadly and may encompass, among other things, relevant codes of practice, the involvement of human participants, tissue or data in research, the use of animals, research that may result in damage to the environment and the use of sensitive economic, social or personal data.

USE OF ANIMALS IN RESEARCH

Wherever possible, researchers must adopt procedures and techniques that avoid the use of animals. Where this is not possible, the research should be designed so that:

- The least sentient species with the appropriate physiology is used.
- The number of animals used is the minimum sufficient to provide adequate statistical power to answer the questions posed.
- The severity of procedures performed on animals is kept to a minimum. Experiments should be kept as short as possible. Appropriate anaesthesia, analgesia and humane end points should be used to minimise any pain and suffering.

AMMF expects the 'Guidelines for the Welfare and Use of Animals in Cancer Research', and any amendments or updates to be strictly adhered to:

www.nature.com/bjc/journal/v102/n11/pdf/6605642a.pdf

And the provisions of the Animals (Scientific Procedures) Act 1986, and any amendments, must be observed and all necessary licences must have been received before any work requiring approval takes place:

www.legislation.gov.uk/ukpga/1986/14/contents

THE GRANT

Use of the Grant Awarded

The Grant awarded shall be used solely for the purposes specified in and in strict compliance with the application submitted to AMMF.

Start of a Grant

Once a Grant offer has been made, the Institution must formally accept the Grant in writing within 21 days of the Award Letter being issued. The start date for the first instalment of the Grant will be as set out in the Award Letter, or as otherwise agreed between AMMF and the Institution.

If a grant offer is not activated within 3 months of the proposed start date, AMMF may withdraw the offer.

AMMF reserves the right to withdraw an award offer at any time.

Termination of Research Project

It is expected that in the event of premature termination of the research project, the Institution will return any unspent Grant to AMMF.

Transfer of Grant

If the Grant Holder decides to transfer to another Institution while the research project is in effect, the new Institution must provide AMMF with a detailed plan outlining a commitment to continue the research once the Grant Holder has transferred to the named Institution.

A Fellowship Grant is awarded on the basis of a named individual's suitability to undertake the research described in the Fellowship Grant Application. Therefore, the resignation of the named Research Fellow, or the termination of their employment, constitutes the end of the Grant.

Progress Reports

Where a Grant is to be given in instalments, AMMF requires a progress report to be submitted prior to an instalment of a Grant being made. Failure to submit a report, or submitting a report that is deemed by AMMF to fail to demonstrate satisfactory progress, may mean that a further instalment of the Grant is withheld.

AMMF reserves the right (at its discretion) to take independent advice on the progress of the research, as evidenced by reports, meetings or site visits.

Where AMMF judges that satisfactory progress has not been made, AMMF reserves the right to terminate the Grant. Depending on the reasons for termination, this may debar the Grant Holder and Institution from having future grant applications considered.

At the end of the grant period the Grant Holder or Institution will provide a final report and a lay summary on the research project.

Default

If the Grant Holder or Institution fails to follow or adhere to any policy or requirement expressed in AMMF's Terms and Conditions, or fails to carry out the research supported by the Grant, AMMF may terminate the Grant and the Grant Holder and Institution must return any remaining funds.

ACKNOWLEDGEMENT OF SUPPORT, PUBLICATION, AND PUBLICITY

All Grant Holders and Institutions are required to acknowledge AMMF in all publications, presentations and other communications arising from work carried out under the Grant, and should feature the AMMF logo on posters or presentation slides.

When acknowledging AMMF support, the following wording should be used:

"This work was supported by AMMF – The Cholangiocarcinoma Charity"

The findings from the research funded by an AMMF Grant should be published in an appropriate form, usually as papers in a peer reviewed journal.

The Grant Holder or Institution must notify AMMF, in advance of publication, of the acceptance of their abstract or paper for publication or presentation. AMMF should be kept up to date with such notification in between the times when progress reports are due.

Publicity

AMMF's ability to award grants is dependent upon continued support from voluntary donations. In order to maintain the level of such donations, the public needs to be kept informed of the success of research. AMMF must, therefore, be kept informed at all times of the results of the project research and in advance of any publications coming out.

AMMF reserves the right to use published data or other material from projects that it funds as part of its fundraising or publicity activities.

The Grant Holder and Institution are required to co-operate with AMMF over any publicity or fundraising activity arising from AMMF-funded research.

The Institution and Grant Holder must consult with AMMF well in advance on any press statements that may be issued about the Grant or the findings from the research funded by the Grant, and the Institution and Grant Holder must contact AMMF before contacting the media on any aspect of the project.

The Institution and Grant Holder may be required from time to time to host visits from AMMF and other interested parties, including tours of their research facilities.

SUPPORTING AMMF

Grant Holders should endeavour to support the aims of AMMF and to increase the understanding of cholangiocarcinoma.

From time to time, Grant Holders may be required to:

- Give talks, attend meetings and be involved in the creation of communication materials.
- Advise on and produce content for AMMF educational materials and patient information.
- Act as peer reviewers.

INTELLECTUAL PROPERTY

During the course of the Grant period, ideas, concepts, improvements, inventions and discoveries may occur and some of these may be patentable. The Grant Holder or Institution must notify AMMF of the intention to file a Patent Application and to keep AMMF advised as to the progress of any Patent Application.

The Institution will, unless otherwise agreed, bear all costs incurred in connection with the preparation, filing, prosecutions and maintenance of any Patent Applications filed by the Institution.

As a charity, AMMF is committed to ensuring that the useful results of research it funds (whether in whole or in part) are applied for the public good. In some circumstances this may be best achieved through the protection of Intellectual Property and commercial exploitation.

AMMF therefore requires all Grant Holders and their Institutions to play an active role in considering whether the protection, management and exploitation of AMMF funded Intellectual Property is an appropriate means of achieving public benefit and develop and implement strategies and procedure for the identification, protection, management and exploitation of AMMF funded Intellectual Property.

AMMF is also obliged to ensure that it obtains a fair share of the fruits of any AMMF funded Intellectual Property (and value arising from exploitation). All Grant Holders and Institutions are required to co-operate in this.

CHANGES TO TERMS AND CONDITIONS OF RESEARCH GRANTS

AMMF reserves the right to amend the Terms and Conditions of research grants, and any terms and conditions in the Award Letter. Any change to the Terms and Conditions of research grants will be notified on AMMF's website and/or by other means.

STATUS

AMMF's Terms and Conditions of research grants will be governed by the laws of England. All matters relating to the terms and conditions will be subject to the exclusive jurisdiction of the courts of England.

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Registered charity no 1198095

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