



Cancer Funds Terms and conditions

For Guy's and St Thomas' NHS Foundation Trust staff (See below for King's College London staff)

1	Introduction
1.1	This document sets out the terms and conditions for awards offered by Guy's and St Thomas' Charity ('the Charity').
1.2	On accepting an award from the Charity, the applicant(s) and organisation to which it is made agree to abide by these terms and conditions in full. Return of the signed offer of investment letter indicates this agreement and compliance with all prevailing laws and regulations applicable to the work proposed.
2	Financial arrangements
2.1	Awards are available as specified in the letter of offer. It is the responsibility of the applicant(s) and the organisation to which the award is made to ensure it is spent solely for the purposes set out in the application and in accordance with any additional conditions that may be applied to individual offers.
2.2	The award is fixed at the level indicated in the letter of offer.
2.3	A separate account must be set up for the award within the financial accounting system of the organisation to which it is made.
2.4	Viring of funds between budget headings is permitted without the need to refer to the Charity provided that the amount vired does not exceed 10 per cent of the total award. Virements above this level must be approved in advance by the Charity.
3	General Administrative arrangements
3.1	Awards should be started within six months of the date of issue of the letter of offer. The start date is defined as the date on which the first expenditure associated with an award will be incurred. If a project has not started within six months, the Charity reserves the right to withdraw the offer, unless an extension is approved in advance. The letter of offer must be signed and returned by the applicant to notify the Charity that you have accepted the terms and conditions of award and the project has commenced.
3.2	Awards must be spent within the timeframe indicated in the offer letter, unless a time-only extension is approved in advance by the Charity.
3.3	Awards may be put into abeyance for up to six months. During this time, no expenditure may be incurred. The Charity must be notified in writing that the applicant has decided to put a project in abeyance. It is the responsibility of the applicant or organisation to notify the Charity of the reactivation of a project in order that the duration of the project can be extended by the amount of time it was in abeyance.
3.4	It is the responsibility of the host organisation to notify the Charity of any material changes to the project. Such changes may include the departure from the organisation of the principal investigator or any other key individuals working directly on the project. Any changes in key personnel working on the project or administrative arrangement relating to the project must be notified to the Charity as quickly as possible and no later than 10 working days following the changes taking place.
3.5	The Charity reserves the right to audit the finances of an award at any time.
3.6	At the end of the project, the applicant(s) may be required to present a report on the outcome of their project to the Cancer Funds Committee within 6 months from the end of the project.
3.7	An award account is closed and any remaining balance written off six months after the scheduled end date unless an extension is approved in advance by the Charity.
4	Capital Awards
4.1	Please ensure that you submit a completed capital cost centre questionnaire to Trust Finance before an order is placed.
4.2	Please quote your GSTT Cost code when placing your order at every stage. This is very important to ensure the invoice comes to the Charity and not the Directorate. VAT is not paid on any item which qualifies for VAT relief.

5	Revenue Awards
5.1	Before you place any orders please contact Trust Finance who will be monitoring revenue expenditure. Please quote your Charity award reference at every stage when placing your order. This is very important to ensure the invoice comes to the Charity and not the Directorate. VAT is not paid on any item which qualifies for VAT relief.

6	Intellectual property
6.1	Any intellectual property (IP) arising from the Charity-funded projects or programmes shall vest with the host institution.
6.2	If the host institution decides to withdraw or abandon a patent or other intellectual property, the Charity shall be entitled to take assignment of the property concerned and the host institution shall give the Charity no less than thirty days written notice to enable it to do so effectively.
6.3	No rights to any intellectual property arising from the work may be sold or otherwise transferred to a third party without the Charity's prior written agreement, such consent not to be unreasonably withheld. Where such consent is granted, the Charity may impose any conditions in such respect as it sees fit.
6.4	As a condition of granting consent to exploit commercially any intellectual property arising out of supported activities, the Charity and the host institution shall enter into a revenue sharing agreement in order to agree the terms for sharing any revenue or other benefits generated from the commercialisation of such intellectual property. The parties to this discussion shall be the Charity, the host institution and any third party which may have contributed to the generation of such intellectual property.
6.5	Where intellectual property is exploited without the prior written consent of the Charity, the host institution shall pay to the Charity fifty per cent of all income received from the exploitation of the aforementioned intellectual property. Such a payment will be made prior to the deduction of taxes, expenses or any other costs.

7	Staff
7.1	Staff whose salaries are supported by the Charity are employees of the organisation to which the award is made.
7.2	Any additional staff costs that may arise subsequent to an award being agreed are the responsibility of the employing organisation and will not be reimbursed by the Charity.
7.3	Gradings and salaries should have the approval of the Personnel Department of the employing organisation.

8	Equipment
8.1	The responsibility for ongoing costs associated with equipment after a grant ends lie with the organisation to which the equipment is donated.
8.2	The Charity should be informed when a piece of equipment funded by an award becomes surplus to requirements (other than due to age or becoming obsolete).
8.3	Where a piece of equipment has been purchased by an award, that equipment must not be removed from the organisation without the Charity's written permission. Should the applicant(s) move to another organisation during the lifetime of the award, the Charity reserves the right not to allow the transfer of that equipment. Where transfer is allowed, any costs incurred should be met by the new organisation.

9	Acknowledgements and publicity
9.1	Wherever possible, buildings and equipment should display a plaque, which will be provided but paid for from the award to the institution, indicating that funding has been received from the Charity. The Charity should be informed when this is not possible.
9.2	The support of the Charity must be acknowledged in all publications, marketing materials, presentations and posters arising from the grant.
9.3	Applicant(s) should inform the Head of Communications in the Charity, or relevant Funding Manager in her absence, at least five working days, (or as soon as practically possible in the case of a reactive response), before contacting the media or making comments to the media about any project, or other activity, funded by the Charity.

	The Charity retains the right to announce the awarding of funds prior to the recipient making public news of their award and also to issue publicity or disseminate any outcomes or learning arising from its funding, in liaison with the main applicant and host organisation's Communications Department.
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10	Scientific integrity
10.1	In the event of scientific fraud or other irregularity being suspected in the course of a project, the Charity should be notified immediately and kept informed of all future developments. It is the responsibility of the organisation to which an award is paid to investigate. If adequate steps are not taken to investigate, the award will be suspended.
10.2	If fraud or other irregularity is proven, the grant will be terminated immediately.

11	Conflict of interest
11.1	Applicants are required to declare any directorships of companies or trusteeships of charities at the time of application. If, however, between the time of the application and the award being offered, this information changes, the applicants must declare this to the Charity before accepting the award.

12	Termination
12.1	The Charity reserves the right to terminate an award at any time. In this unlikely event, due notice and reason will be given in writing. Any expenditure properly and necessarily incurred under the award up to the termination date will be reimbursed, including costs of redundancy.
12.2	In the event of work being discontinued by the organisation to which the award is paid, written notice must be given, together with a report on the work carried out to date setting out reasons for the termination. The Charity reserves the right to reclaim the award.

13	Changes to terms and conditions
13.1	The Charity reserves the right to change the terms and conditions of an award at any time. If an amendment is made, the Charity reserves the right to apply the revised terms and conditions to existing awards. A full explanation of any changes will be given.

For King's College London staff

1	Introduction
1.1	This document sets out the terms and conditions for awards offered by Guy's and St Thomas' Charity ('the Charity').
1.2	On accepting an award from the Charity, the applicant(s) and organisation to which it is made agree to abide by these terms and conditions in full. Return of the Starting Certificate indicates this agreement and compliance with all prevailing laws and regulations applicable to the work proposed.

2	Financial arrangements
2.1	Awards are available as specified in the letter of offer. It is the responsibility of the applicant(s) and the organisation to which the award is made to ensure it is spent solely for the purposes set out in the application and in accordance with any additional conditions that may be applied to individual offers.
2.2	The award is fixed at the level indicated in the letter of offer.
2.3	A separate account must be set up for the award within the financial accounting system of the organisation to which it is made.
2.4	Viring of funds between budget headings is permitted without the need to refer to the Charity provided that the amount vired does not exceed 10 per cent of the total award. Virements above this level must be approved in advance by the Charity.
2.5	Payments up to the total value of the offer of investment will be made against quarterly claims of actual expenditure in arrears. Each invoice should have a full breakdown of costs incurred (Transaction listing), and you may be required to provide supplier invoices or other proof of purchase. Please ensure full copies of supplier invoices are retained in case requested.

3	General Administrative arrangements
3.1	Awards should be started within six months of the date of issue of the letter of offer. The start date is defined as the date on which the first expenditure associated with an award will be incurred. If a project has not started within six months, the Charity reserves the right to withdraw the offer, unless an extension is approved in advance. The letter of offer must be signed and returned by the applicant to notify the Charity that you have accepted the terms and conditions of award and the project has commenced.
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3.4	It is the responsibility of the host organisation to notify the Charity of any material changes to the project. Such changes may include the departure from the organisation of the principal investigator or any other key individuals working directly on the project. Any changes in key personnel working on the project or administrative arrangement relating to the project must be notified to the Charity as quickly as possible and no later than 10 working days following the changes taking place.
3.5	The Charity reserves the right to audit the finances of an award at any time.
3.6	For projects of £50,000 or more: At the end of the project, the applicant(s) may be required to present a report on the outcome of their project to the Cancer Funds Committee within 6 months from the end of the project.
3.7	An award account is closed and any remaining balance written off six months after the scheduled end date unless an extension is approved in advance by the Charity.

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