

# **BREAST CANCER UK GRANT TERMS AND CONDITIONS**

### 1 GENERAL CONDITIONS

- 1.1 All grants made by the Charity are subject to acceptance of the following Terms and Conditions ("Conditions").
- 1.2 The Grant shall be used exclusively for the Project and only by the Grant Holder, who shall be responsible for the conduct of the Project.
- 1.3 The Grant Recipient must ensure that the Grant Holder and others supported by the Grant are made aware of and comply with these Conditions, the Award Letter.
- 1.4 No material change to the Project or its implementation in accordance with the details in the Application (as may be varied by these Conditions) may be made without the prior consent in writing of the Charity.
- 1.5 The offer contained in the Award Letter and these Conditions must be accepted within four weeks of the date of the Award Letter. Unless an extension is agreed in writing by the Charity the offer will automatically lapse after the expiry of that period and will require further authorisation from the Charity.
- 1.6 The Grant Recipient shall use its best endeavours to ensure that the Grant Holder shall complete the Project within the Grant Period unless it obtains the prior written consent of the Charity to an extension to this period which will only be permitted under exceptional circumstances with evidence and at the discretion of the Charity.
- 1.7 Awarding a grant for a Project which is a feasibility study or a pilot project does not represent any commitment by the Charity to any subsequent project.
- 1.8 The Grant Recipient shall use its best endeavours to ensure that the Grant Holder shall carry out and complete the Project with reasonable care and skill in accordance with all applicable laws and regulations whether or not relating to the Project, the Grant Recipient's normal policies and procedures, all customary and applicable ethical, legal, regulatory and other standards and generally recognised good/best practice in collaborative scientific research. The Grant Recipient shall adhere to relevant Charity policies including animal experimentation.
- 1.9 The Charity is providing nothing beyond the grant (for instance, facilities, office accommodation or support of any overhead costs) unless this is agreed in advance in writing by the Charity. The Grant Recipient shall be responsible for all such costs.
- 1.10 A Grant cannot commence until all necessary ethical committee approvals and governance approvals have been obtained by the Grant Recipient. A copy of all such approvals must be forwarded to the Charity prior to commencement unless included in the Application. The Project shall be conducted throughout in



accordance with the approved ethical and governance framework.

- 1.11 The Grant Recipient shall not do or fail to do any act which might reasonably damage the Charity's reputation.
- 1.12 The Grant Recipient shall ensure that the Grant Holder immediately reports to the Charity if the Grant Holder or Grant Recipient becomes aware of any significant safeguarding concern, incident which could affect the reputation of the Charity or which could require the Charity to make a serious incident report to the Charity Commission.
- 1.13 The Grant Recipient shall comply with all applicable safeguarding laws and regulations and in addition, with such safeguarding policies and procedures of the Charity as provided to the Grant Recipient in advance of the Award Letter (as applicable, Recipients should inform the charity immediately if any vulnerable or persons under the age of 18 will be involved in a prospective study).
- 1.14 The Grant Recipient shall make themselves available for interviews with or on behalf of the Charity, where appropriate. This may include video content, images, blogs, podcasts and written copy.

### 2 PAYMENT OF THE GRANT AND REPORTING

- 2.1 Grants shall be paid in accordance with Schedule 2, on receipt of an invoice from the Grant Recipient quoting the relevant purchase order number and in the following tranches:
- 2.1.1 40% at the start of the Project;
- 2.1.2 40% approximately halfway through the Project; and
- 2.1.3 20% [as soon as practicable following] completion of the Project.
- 2.2 The Grant Holder shall submit an Interim Report and an End of Grant Report including updated timelines and milestones in the form determined by the Charity. The Charity may request additional Reports and updated timelines at any time during the Project.
- 2.3 Payment of the second and third tranches are subject to the Charity's receipt of what the Charity deems to be a satisfactory Interim Report and End of Grant Report in accordance with Schedule 2, unless otherwise agreed by the parties. The Charity may request additional reports during the funded period. The Charity encourages reports to be submitted by electronic mail wherever appropriate.
- 2.4 Payments can only be made by direct bank transfer into a United Kingdom bank or building society account bearing the Grant Recipient's name, unless otherwise agreed by the Charity.

### 3 MONITORING AND EVALUATION

3.1 The Grant Recipient shall monitor the progress and evaluate the success of the



Project and report to the Charity in accordance with these Conditions.

3.2 The Charity reserves the right, reasonable notice having been given, for its representative or representatives to have access to the Project to discuss its progress with the Grant Recipient and/or the Grant Holder and to inspect Equipment or other materials provided under terms of the Grant. If the Charity chooses to evaluate the progress of the Project and the Results, including but not limited to the carrying out of a peer review and other such quality assurance, the Grant Recipient shall provide the Charity with all reasonable assistance for this purpose.

### 4 FINANCE

- 4.1 The Grant Recipient shall exercise financial control of the Grant.
- 4.2 The Charity shall pay such claims in respect of categories of expenditure up to the maximum stated in the 'Amount Requested' section within the Application attached at Schedule 1 or up to any amended maximum only which has been agreed in accordance with clause 10.
- 4.3 All payments by the Charity are made in pounds sterling.
- 4.4 The Grant is inclusive of any VAT and represents the total amount of funds to be provided by the Charity and will not be increased in the event of an overspend on the Project by the Grant Holder or in the event of any additional VAT or other costs incurred in carrying out the Project which the Grant Recipient or the Grant Holder had not anticipated (including, for instance, any inflationary pressures or increases in pay).
- 4.5 Any part of the Grant that has been paid to the Grant Recipient but which has not yet been applied to the Project shall be held, pending its application, by the Grant Recipient for the purposes of the Project and subject thereto in trust for the Charity absolutely.
- 4.6 The use of any underspend accumulated within a twelve month period of the Grant must be agreed with the Charity prior to the start of the subsequent year's payments. If at the end of the Project the Grant Recipient spends less than the entirety of the Grant on the Project, the unspent amount must be returned promptly to the Charity unless otherwise agreed by the Charity.
- 4.7 No expenditure commitments entered into prior to the date of the Award Letter can be paid for using the Grant.
- 4.8 The Charity will not accept liability of any nature (whether foreseeable or not) for any losses or costs arising from any failure to make any grant payments on any agreed date (set out in the payment schedule in Schedule 2) or otherwise.
- 4.9 The Grant Recipient must keep proper and up to date accounts and records, including invoices, which show how the Grant has been used. These financial records must be provided to the Charity on request and be available to the Charity or its representative for inspection and copying.



- 4.10 The Grant Recipient may be required to provide such additional financial information as reasonably required by the Charity, or a copy of its annual reports and accounts within ten months (or such lesser period as the Charity may reasonably require) after the end of the financial year in respect of each year in which grant payments are made. The Grant Recipient must meet any relevant statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns.
- 4.11 The Grant Recipient must show the Grant in its annual accounts as a restricted fund and not included under general funds. This means that the unspent funds and/or assets in respect of the Grant must be shown separately in the Grant Recipient's accounts. The Charity's support must be acknowledged in its annual report and accounts for the period of the Project.
- 4.12 The Charity does not act as an employer with respect to the Grant, and therefore in all cases where support is provided through the Grant for the employment of staff, the Grant Recipient undertakes to be responsible and liable for the issue of contracts, compliance with all relevant laws and regulations, and the payment of Employer's contributions in respect of PAYE, National Insurance, and any pension contributions. The Grant Recipient must accept full responsibility for the management, monitoring and control of all personnel (whether permanent, temporary or students) employed in or involved in the Project.
- 4.13 The Grant Recipient must not accept (and must not have accepted) any offers of funding for the Project received from a third party that duplicates the funding provided by the Charity for the Project, unless otherwise agreed in writing with the Charity.
- 4.14 The Charity does not permit the Grant to be used for the standard advertising costs of staff recruitment and the Grant Recipient is expected to pay for that. The Grant may only be used for such costs where the Charity has provided its prior written consent, where the Grant Recipient has a policy that such Project-based recruitment should be covered by the Grant, and these costs were included within the Application and a copy of the relevant policy provided to the Charity.
- 4.15 The Charity will only fund publication costs in addition to the Grant where this is agreed in writing in advance between the parties. Justification must be provided to the Charity where publication is chosen in a non-JISC journal. The Grant Recipient may need to return such costs to the Charity if a JISC journal is subsequently selected.
- 4.16 The Grant may not be used for overhead costs such as estates or indirect costs.
- 4.17 Where it [forms part of the Application], the Grant may be used for directly incurred staff, consumables, studentships and equipment costs (subject in all cases to the remainder of this clause 4 and clauses 5 and 6).

## 5 EQUIPMENT

5.1 Where equipment is funded by the Charity, the Grant Recipient must ensure that



- it has in place clearly defined procedures for the procurement of equipment and that equipment funded by the Grant is acquired by the Grant Recipient in accordance with these procedures.
- 5.2 Equipment funded by the Grant will be owned by the Grant Recipient. The Charity takes no responsibility for its use, maintenance or replacement.

### **6 PHD STUDENTSHIPS**

- 6.1 Where it forms part of the Application, the Grant may be used to fund a PhD studentship of up to three and a half years but this is subject to the following conditions:
- 6.1.1 Students must work full-time on the Project;
- 6.1.2 Studentships must comply with the Charity's policies and procedures and these Conditions, with the exception of clause 2, which shall not apply;
- 6.1.3 Grant Holders must ensure a suitable training environment for students, including a regular programme of supervision, assessment and appraisal;
- 6.1.4 Applications to fund PhD studentships must include full costings for current UK Research and Innovation stipend rates and applicable tuition fees;
- 6.1.5 The Grant Recipient must pay full UK Research and Innovation stipend rates to PhD students in accordance with the Application costings;
- 6.1.6 Twice-yearly progress reports including GANTT charts must be submitted to the Charity throughout the studentship, including the formal first year report from their University;
- 6.1.7 Payments for studentships shall be made to the Grant Recipient in three tranches, the first tranche to be paid at the start of the studentship and the following two tranches to be paid on the anniversary of such start date, subject to receipt by the Charity of satisfactory progress reports;
- 6.1.8 Students and their supervisors shall make themselves available for interviews with or on behalf of the Charity, where appropriate. This may include video content, blogs, podcasts and written copy;
- 6.1.9 Grant Holders must report unauthorised absences or unsatisfactory progression of the student to the Charity;
- 6.1.10 The Charity must be acknowledged in the student's final thesis; and
- 6.1.11 The Charity must receive a PDF copy of the student's final thesis alongside notification of viva outcome and a final report within 6 weeks of completion. The report should summarise the achievements and outputs of the studentship and be suitable for a lay audience.

# 7 ACKNOWLEDGEMENT AND INTELLECTUAL PROPERTY

7.1 The Grant Recipient shall acknowledge the Charity and this Grant in references to the Project and work funded by the Grant on all printed or electronic materials, including, without limitation, its website and social media platforms and (unless the Charity agrees otherwise in writing) in relation to any future use of its



# Foreground IP.

- 7.2 The Charity hereby grants the Grant Recipient a non-exclusive, world-wide, non-transferable licence to use the Trade Marks for the purpose of acknowledging the Charity and this Grant under clause 7.1. All such acknowledgements are to be agreed by the Charity in writing in advance (which must be given at least 10 working days notice prior to any proposed use) and must comply with the Charity's branding guidelines. All acknowledgements and the licence in respect of the Trade Marks granted in this Clause 7.2 shall cease immediately at the Charity's written request.
- 7.3 The Grant Recipient agrees that the Charity may use its name and logo in the Charity's publicity material and communications in connection with the Project.
- 7.4 All Intellectual Property Rights belonging to a party as at the date of the Award Letter or generated by that party outside the Project and which is introduced or disclosed by that party in connection with the Project ("Background IP") shall remain owned by and vested in that party. No licence to use the Background IP of either party is granted or implied except for the rights which are expressly set out in these Conditions.
- 7.5 Each Party hereby grants to the other a non-exclusive, royalty-free licence (including the right to sub-license) to use and reproduce its Background IP for the purpose of delivering the Project and fulfilling their respective obligations and obtaining the benefit of the rights granted under these Conditions.
- 7.6 All Intellectual Property Rights created, discovered, developed, conceived or reduced to practice by the Grant Recipient or its employees, servants or agents in the course of delivering the Project ("Foreground IP"), shall be owned by and vested in the Grant Recipient, subject to these Conditions.
- 7.7 The Grant Recipient shall ensure that all persons working on the Project (including research personnel, volunteers and students) are employed or retained by the Grant Recipient on terms which vest in the Grant Recipient all Foreground IP and which contain appropriate rules on confidentiality of the outcomes of the Project.
- 7.8 The Grant Recipient shall develop and implement strategies and procedures for the timely identification, protection, management and exploitation of Foreground IP. In the event that the Grant Recipient does not protect IP for any reason, the Grant Recipient agrees to the Charity exploiting it for the public benefit and that of the Charity and the Grant Recipient will provide reasonable assistance to the Charity to enable the Charity at the Charity's expense to seek protection of the IP.
- 7.9 The Grant Recipient shall publicly disseminate in any format or medium at its discretion, including reputable scientific publications and conferences, the outcomes of the Project (including the End of Grant Report, Results and implications for best practice) in consultation with the Charity, as it considers appropriate. The publication or release of such outcomes should only be reasonably delayed to enable protection of any Intellectual Property Rights



arising from the Project.

7.10 The Grant Recipient hereby grants to the Charity a non-exclusive, royalty-free, irrevocable licence to use the Foreground IP for the purpose of performing its obligations under these Conditions, in furtherance of its charitable objects, and in relation to the dissemination of the outcomes of the Project, including the Results and End of Project Report, but for no other purpose.

### 8 COMMERCIAL EXPLOITATION OF RESULTS

- 8.1 The Grant Recipient shall inform the Charity in writing of any discovery, development, application or technical knowledge whatsoever arising from the Project which might have commercial value.
- 8.2 The Grant Recipient must not Exploit any Results without the prior written consent of the Charity.
- 8.3 The Charity's consent referred to in clause 8.2 may be refused in its absolute discretion or granted subject to conditions. Such conditions may require that the Charity takes a share of any financial benefit arising from such exploitation.
- 8.4 Agreements regarding exploitation and apportionment of income will be made by the parties in good faith on a case-by-case basis, taking into account the overall financial contribution of the Charity, Grant Recipient and third parties.

### 9 DATA PROTECTION

- 9.1 The Grant Recipient shall ensure at all times that any personal data collected in the course of the Project shall be securely held and handled and that the anonymity of persons to whom the data refer shall be preserved in any report or publication. The Grant Recipient is required to ensure that the requirements of the Data Protection Act 2018 are complied with in relation to the Project.
- 9.2 The Grant Recipient shall adhere at all times to the Charity's policy on handling of data. Breach of this policy by the Grant Recipient will result in immediate termination of the financial support under the terms of the Grant and cessation of all activity associated with the Project.

### 10 VARIATIONS OF CONDITIONS

- 10.1 No alteration, deletion or addition shall be made to any of these Conditions without the prior agreement in writing of the Charity or (if the change is proposed by the Charity) the Grant Recipient. In particular:
- 10.1.1 any change of substance in the Application;
- 10.1.2 any change of Grant Holder;
- 10.1.3 any change of the maximum expenditure figures given in the Application; and
- 10.1.4 any change in the duration of the Grant must be so approved. If the Charity does not approve a change proposed by



the Grant Recipient the Charity may, after consultation with the Grant Recipient, cancel or renegotiate the arrangements for support of the Project.

### 11 CIRCUMSTANCES IN WHICH A GRANT MAY BE SUSPENDED

- 11.1 In the event that the Charity becomes aware of any matter or matters, whether relating to the grant or the Project or otherwise, that it considers may amount to a breach on the part of the Grant Recipient of its obligations under these Conditions, the Charity may postpone or suspend the payment of any part of the Grant so as to enable the Charity and the Grant Recipient to investigate and resolve such matters.
- 11.2 The suspension of payments under this clause shall be without prejudice to the right of the Grant Recipient under these Conditions to receive the full amount of this Grant.

### 12 TERMINATION AND REPAYMENT OF THE GRANT

- 12.1 If after due assessment and discussion with the Grant Holder, the Charity determines the Project is not making satisfactory progress, the Charity reserves the right to discontinue the provision of financial support under the terms of the Grant.
- 12.2 The Grant Recipient shall repay to the Charity such portion of the Grant that it has received from the Charity (and all future Grant payments shall be ceased) if:
- 12.2.1 clause 1.1, 1.2, 1.4, or 8.2 of these Conditions is breached;
- 12.2.2 there is a material change to the status or ownership of the Grant Recipient, or the Grant Recipient goes into administration, receivership, liquidation or bankruptcy;
- 12.2.3 the Grant Recipient has acted negligently, fraudulently, significantly incorrectly or misleadingly in connection with the Project or the Application;
- 12.2.4 the Grant Recipient does anything, or omits to do anything, which would or might bring the reputation of the Charity into disrepute; or
- 12.2.5 any other material term or condition of the Grant is breached.
- 12.3 In the event that any sums become repayable to the Charity pursuant to this clause, interest may be added by the Charity as its discretion to the sum so repayable at the following rates:
- 12.3.1 The base rate for the time being of the Bank of England calculated from the date of payment of that part of the Grant which is to be repaid to the date on which the sum becomes repayable;
- 12.3.2 2% above base rate for the time being of the Bank of England calculated from the date on which the sum became repayable to the date on which the sum (including interest) is repaid to the Charity.
- 12.4 Where any part of the Grant becomes repayable by the Grant Recipient, the Charity may, at its sole discretion, agree to waive repayment in part or in whole



and/or to waive payment of any interest payable under this clause. The Charity will, if so requested by the Grant Recipient, give due consideration to that part of the Project (if any) that has been successfully completed. The Charity may impose such reasonable conditions on any waiver as it may see fit.

#### 13 NOTICES

13.1 Any notice to be given under these Conditions shall be delivered in person or sent by email or by mail to:

i) Grant Recipient: [Name]

[Grant Holder Name] [Grant Holder Position] [Grant Holder Address]

Tel: [insert telephone number]

Email: [insert email]

ii) The Charity: [Name]

[Position]

**Breast Cancer UK Limited** 

C/O Goldwins, 75 Maygrove Road, London, England, NW6

2EG

Tel: [insert telephone number]

Email: [insert email]

- 13.2 Any such communication will be deemed to be served:
- 13.2.1 if personally delivered, at the time of delivery and, in proving service, it shall be sufficient to produce a receipt for the notice signed by or on behalf of the addressee;
- 13.2.2 if by letter, at noon on the business day after such letter was posted and, in proving service, it shall be sufficient to prove that the letter was properly stamped first class, addressed and delivered to the postal authorities; and
- 13.2.3 if by email, at the time and on the day of transmission and, in proving service, it shall be sufficient to produce a printed copy from the sender's email outbox indicating that the email was sent in its entirety to the recipient's email address.

### 14 ALTERNATIVE DISPUTE RESOLUTION

- 14.1 If any dispute or difference arises between the parties pursuant to these Conditions then the parties shall endeavour within ten days of service of a written request from either party to meet in a good faith effort to resolve the dispute or difference.
- 14.2 If the dispute or difference is not resolved at such meeting either party may propose to the other by service of written notice that the matter be referred to a non-binding mediation and, if such application is accepted, the mediator (if not appointed by agreement between the parties) shall be nominated by the Centre for Dispute Resolution (CEDR).



- 14.3 If the dispute or difference is not resolved by mediation within 60 days of a mediator being appointed or if the parties do not agree to refer the dispute or difference to mediation under this clause or if the parties elect to withdraw from the mediation, then the dispute may be referred by either party to litigation.
- 14.4 The parties shall not be obliged to comply with the terms of this clause in the event that the dispute or difference concerns the payment of monies by one party to another which payment has not been made and is now overdue in accordance with the terms of these Conditions.

### 15 LIABILITY, WAIVERS AND REMEDIES

- 15.1 The liability of the Charity to the Grant Recipient in respect of all claims arising from any breach by the Charity of any of the terms of these Conditions or any representation, statement, tortious liability, act or omission including negligence arising under or in connection with these Conditions is limited, to the fullest extent permitted by law, to the amount of the assets of the Charity from time to time.
- 15.2 No relaxation, forbearance, delay or indulgence by any party in enforcing any of the Conditions or the granting of time by any party to the other shall prejudice, affect or restrict the rights and powers of the said party, nor shall any waiver by either party of any breach of these Conditions operate as a waiver of any subsequent or any continuing breach hereof.
- 15.3 The rights of the parties contained in these Conditions are in addition to all rights which they have or may have pursuant to common law or statute.

### 16 FORCE MAJEURE

- 16.1 Neither the Grant Recipient nor the Charity will be deemed to be in breach of its obligations herein contained if prevented from carrying them out due to circumstances beyond their control, provided that:
- 16.1.1 if it is possible to achieve the purpose of the obligation in any other reasonable expedient manner the breaching party shall do so;
- 16.1.2 as soon as the preventing circumstances cease to apply the party that is in breach shall promptly fulfil any outstanding part of the obligation;
- 16.1.3 the parties will co-operate to minimise any adverse consequences during the period of the intervening force majeure circumstances; and
- 16.1.4 if the circumstances continue to apply for a period of more than 12 months, then either party may serve written notice upon the other to terminate this agreement with immediate effect.
- 16.2 Any termination of this agreement pursuant to clause 16.1.4 above shall not affect any rights that may have accrued to either party up to the date of such termination, nor shall it affect the operation of clause 4.5 and 4.6) with regard to any unused part of the Grant.



#### 17 NO PARTNERSHIP OR AGENCY

Nothing in these Conditions shall be deemed to constitute a partnership or agency relationship between the parties.

### 18 ENFORCEABILITY AND ASSIGNMENT

- 18.1 The Charity may at any time assign its rights and obligations under this agreement to such other charity or such person or persons as it may at its discretion decide and, following such assignment, its rights and obligations shall be enforceable by and against the trustees of that charity or such person or persons.
- 18.2 The Grant Recipient may not, and shall not purport to, assign or transfer the Grant or any of its rights under this agreement, without the prior consent of the Charity.

# 19 SEVERANCE

Each of the provisions of these Conditions is distinct and severable from the others and if at any time one or more of such provisions is or becomes invalid, unlawful or unenforceable (whether wholly or to any extent), the validity, lawfulness and enforceability of the remaining provisions (or the same provision to any other extent) shall not in any way be affected or impaired and shall remain in full force and effect.

### 20 THIRD PARTY RIGHTS

No term of these Conditions shall be enforceable by any person who is not a party to it provided that this shall not affect any rights of such a person which might exist otherwise than under the Contracts (Rights of Third Parties) Act 1999.

# 21 ENTIRE TERMS

- 21.1 The Award Letter and these Conditions constitute the entire and only agreement between the Grant Recipient and the Charity in relation to the Project and supersede all prior written or oral agreements and understandings between the parties in relation to such matters.
- 21.2 The Grant Recipient and the Charity acknowledge that in entering into the Award Letter and these Conditions they have not relied on any representation, warranty, agreement, undertaking or statement not set out in these Conditions and that (in the absence of fraud) they will not have any claim, right or remedy arising out of any such representation, warranty, agreement, undertaking or statement.

### 22 GOVERNING LAW

22.1 The validity, construction and performance of these Conditions shall be governed by English law, and shall be subject to the exclusive jurisdiction of the High Court of Justice in England.



#### 23 DEFINITIONS

**AMRC** means the Association of Medical Research Charities;

**Application** means the Application and associated material submitted by the Grant Holder to the Charity in respect of the Grant annexed at Schedule 1;

Award Letter means the offer of grant letter;

Charity means Breast Cancer UK Limited (Registered Charity no. 1138866) and shall where appropriate include reference to authorised employees and agents of the Charity;

End of Grant Report means a form in which the activities and outcomes of the work funded by the Grant are reported on by the Grant Holder. This includes a summary of expenditure and any significant variations from the Application as set out in Schedule 1;

**Equipment** means equipment funded by the Grant;

**Exploit** means to use to make profit or gain and includes (but is not limited to) licensing, selling, assigning, charging, transferring, parting possession with, hiring and lending and the term "**exploitation**" shall be construed accordingly;

**Grant** means the grant by the Charity to the Grant Recipient in the sum of £ for the purposes of the Project;

**Grant Period** means the period of the Grant set out at the start of the Conditions, commencing on the start date confirmed by the Grant Recipient in the manner indicated by the Charity;

**Grant Holder** means the lead researcher, as specified on the face of this document;

**Grant Recipient** means the Institution to which the Grant is made and to which the Grant Holder is affiliated;

Intellectual Property Rights includes but is not limited to patents, rights to inventions, copyright and related rights, trade marks, trade names and domain names, rights to goodwill or to sue for passing off, rights in designs, rights in computer software, database 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 extensions of the term of any such rights, applications for and right to apply for any of the foregoing and any similar or analogous rights in any part of the world;

**Interim Report** means a form in which the activities and outcomes of the work funded by the Grant are reported on by the Grant Holder, half-way through the



Project. This should include a summary of expenditure to date and any significant variations from the Application as set out in Schedule 1;

**Project** means the purpose for which the Grant was applied for and agreed to as detailed in the Application (as may be varied by these Conditions) and in the Award Letter;

**Results** means the outputs created as a result of the Grant;

Trade Marks means the name "Breast Cancer UK" or the logos associated.