

**CANCER GRAND CHALLENGES 202[X]**

**[INSERT CGC PROJECT TITLE]**

**CGC AWARD AGREEMENT**

**[INSERT NAMES OF PARTIES/INSTITUTIONAL TEAM MEMBERS]**

AND

**NATIONAL CANCER INSTITUTE**

AND

**CANCER RESEARCH UK**

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## CGC AWARD AGREEMENT

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**Start Date** [Insert Start Date]

**Between** [Insert names of Parties]

Each a “**Host Institution**” and, together, the “**Team**”

and

**National Cancer Institute**

and

**Cancer Research UK**

## BACKGROUND

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- (A) Cancer Research UK (“**CRUK**”) is the world’s largest independent cancer research charity. Its objective is to promote the health of the public by research into the nature, causes, diagnosis, prevention, treatment and cure of cancer.
- (B) National Cancer Institute (“**NCI**”) is a component of the National Institutes of Health (“**NIH**”) and an agency of the United States Government focused on cancer research. The NCI is authorized by Title IV, Part C, subpart 1 of the Public Health Service Act (PHS Act), 42 U.S.C. § 285 *et seq.*, to conduct and support research, training, health information dissemination, and other programs with respect to the cause, diagnosis, prevention, and treatment of cancer, rehabilitation from cancer, and the continuing care of cancer patients and the families of cancer patients. The NCI is further authorised under 42 U.S.C. §282(n)(1)(C); PHS Act § 402(n) to conduct transactions other than contracts, grants, or cooperative agreements (commonly referred to as “**Other Transactions**”) to carry out high impact cutting-edge research that fosters scientific creativity and increases fundamental biological understanding leading to the prevention, diagnosis, or treatment of diseases and disorders, or research urgently required to respond to a public health threat. NIH approved the use of Other Transactions for Cancer Grand Challenges under this PHS Act authority in June 2019.
- (C) The Cancer Grand Challenges initiative (“**Cancer Grand Challenges**” or “**CGC**”) is a partnership between CRUK and NCI to bring together the brightest minds from

around the world to carry out world-leading research and tackle fundamental questions about cancer. NCI has appointed CRUK as the operational manager of Cancer Grand Challenges, with CRUK assuming principal responsibility for the routine management of the initiative. As partners leading the CGC, CRUK and NCI will ensure that Host Institutions comply with their obligations under this Agreement (which includes the Award Management and Funding Policy Guide, Commercialisation Policy, and NCI CGC OT Award Policy Guide).

- (D) The Team has applied successfully for a Cancer Grand Challenges award of **[Insert amount of funding awarded]** to investigate the following:

**[Insert name of Cancer Grand Challenges project]**

- (E) The award will be distributed, and each Host Institution within a Team will be responsible for the performance, direction and management of the research funded by the award, as set out in this Agreement (and the Award Management and Funding Policy Guide, Commercialisation Policy, NCI CGC OT Award Policy Guide, and, once issued, the GAL and the NCI Notice of Award).

## AGREED TERMS

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### PART A – OBJECTIVE OF CANCER GRAND CHALLENGES

#### 1 START OF THE CANCER GRAND CHALLENGE

The Cancer Grand Challenge will begin on, and the terms of this Agreement take effect from, the Start Date.

#### 2 OBJECTIVE

By daring global teams of multidisciplinary researchers to come together and think differently, Cancer Grand Challenges aims to find bold new solutions to challenges, some of which have confounded scientists for many years. The Parties, bound by this Agreement, wish to collaborate to carry out world class and ground-breaking research into the question set out at paragraph (D) of the background section of this Agreement, to benefit cancer patients and the wider public (the “**Objective**”).

#### 3 THIS AGREEMENT

3.1 This CGC Award Agreement is intended to set out the obligations of the members of the Cancer Grand Challenge Team and their Host Institutions in connection with the Objective and should be read in conjunction with the Award Management and Funding Policy Guide, NCI CGC OT Policy Guide, Commercialisation Policy and, once issued, GAL and NCI Notice of Award. The definitions in the Glossary apply to and are part of this Agreement.

3.2 **Documents incorporated by reference.** The provisions of the CGC Award Management and Funding Policy Guide, the Commercialisation Policy, and the NCI CGC OT Award Policy Guide are hereby incorporated by reference in their entirety into this CGC Award Agreement and shall be enforceable by Cancer Research UK and NCI under this CGC Award Agreement. This CGC Award Agreement, the CGC Award Management and Funding Policy Guide, the Commercialisation Policy, and the NCI CGC OT Award Policy Guide shall collectively be referred to as the “**Agreement**”.

3.3 **Document updates.** The Parties acknowledge and agree that the content of the CGC Award Management and Funding Policy Guide and the Commercialisation Policy may be updated at any time at the absolute discretion of Cancer Research UK, following consultation with NCI. The Parties acknowledge and agree that the content

of the NCI CGC OT Award Policy Guide may be updated at any time at the absolute discretion of NCI, following consultation with CRUK. Cancer Research UK and NCI will make reasonable efforts to inform Host Institutions of updates. Without prejudice to the preceding provisions of this clause 3.3, CRUK and NCI will make every effort to inform the Team Lead(s) and all Co-Investigators directly of any updates. However, it remains the responsibility of the Team Lead(s) of each Team and the responsibility of Host Institutions on each Team to ensure they remain aware of, and comply with, any updates.

#### **4 MAJOR PROMISES**

**Performance.** Each Host Institution will:

- 4.1 perform its part of the Cancer Grand Challenge and provide its Contributions diligently in accordance with the Plan;
- 4.2 act reasonably, in good faith and towards achieving the Objective in performing its obligations and exercising its rights under this Agreement;
- 4.3 use reasonable efforts to achieve the Milestones and complete the Objective during the Award Period;
- 4.4 involve patient advocates and other stakeholders in the Cancer Grand Challenge as described in the Application, consistent with the expectations for patient advocate involvement identified in the Award Management and Funding Policy Guide;
- 4.5 comply strictly with each of:
  - 4.5.1 the Award Management and Funding Policy Guide;
  - 4.5.2 the Commercialisation Policy;
  - 4.5.3 NCI CGC OT Policy Guide;
  - 4.5.4 terms imposed under any NCI Notice of Award; and
- 4.6 use its Funding only in the manner, and for the purposes, described in this Agreement and the NCI Notices of Award and CRUK GALs issued to it.
- 4.7 **NCI directly enforceable rights.** For the avoidance of doubt, the Parties acknowledge and agree that NCI will award funds through a US government obligating instrument. Accordingly, each Host Institution acknowledges and agrees, whilst being bound by the terms of this Agreement, that it is also and independently bound to NCI in respect of each and every obligation to NCI under this Agreement (and the Award Management and Funding Policy Guide, NCI CGC OT Policy Guide

and Commercialisation Policy) and the terms and conditions of any NCI Notice of Award or otherwise (“**NCI Directly Enforceable Rights**”).

## **PART B – CONFIDENTIALITY AND DATA PROTECTION**

### **5 CONFIDENTIALITY, DATA PROTECTION AND PUBLICATION**

5.1 **Duty.** Each Party will keep confidential all Confidential Information of another Party received in connection with this Agreement, and only use another Party’s Confidential Information as permitted by this Agreement, unless:

5.1.1 the receiving Party can prove it was in its possession (other than under an obligation of confidence to anyone else) when it was received; or

5.1.2 the receiving Party can prove by written records that it was developed independently without the Confidential Information; or

5.1.3 it is requested or required to be disclosed under a legal obligation (other than a contractual obligation) or by a governmental authority in connection with a legal or administrative proceeding (including in connection with any regulatory approval process), as long as the receiving Party, if permitted by applicable law, promptly notifies the disclosing Party of its obligation to disclose and provides reasonable cooperation to the disclosing Party in any efforts to contest or limit the scope of the disclosure; or

5.1.4 it is published in accordance with the Commercialisation Policy; or

5.1.5 the receiving Party can prove it was received from a third party having an apparent *bona fide* right to disclose the information without a duty of confidentiality to the disclosing Party.

5.2 **Permitted disclosures by CRUK.** Under terms of confidentiality equivalent to those applicable under this Agreement, CRUK may disclose Confidential Information of the Host Institutions:

5.2.1 to NCI, in respect of which NCI may use and disclose such Confidential Information as permitted under the Award Management and Funding Policy Guide, the NCI CGC OT Award Policy Guide, and/or pursuant to any NCI Notice of Award, or otherwise in compliance with applicable law;

5.2.2 in any review of work it funds (including to independent reviewers); or

5.2.3 to current or potential high-value donors or other funding or strategic partners in relation to current or potential fundraising or partnering

opportunities related to the Cancer Grand Challenge. The Parties agree that any Confidential Information in the Application is approved for disclosure in accordance with this clause 5.2.3 but that further disclosures under this clause shall require the approval of the Management Group (as defined in the Award Management and Funding Policy Guide) without the participation of NCI employees.

- 5.3 **Duration.** This clause 5 shall remain in force for five (5) years after the expiry of the Award Period. Each of CRUK and NCI may retain one copy of the Confidential Information for the purposes of monitoring its obligations under this CGC Award Agreement and to comply with laws and shall not be required to destroy or return any computer files stored securely by the receiving Party that are created during automatic system back up.
- 5.4 **Freedom of Information.** If a Party is subject to the Freedom of Information Act 2000 in the United Kingdom (or local Law related to access to information held by public authorities) and receives a request under that Law to disclose information that is Confidential Information of another Party, it will consult with that other Party before it responds to the request.
- 5.5 **Data protection.** With the exception of NCI, each Party shall comply with all obligations under applicable law relating to personal data protection, including, among others, those in respect of the storage, processing and use of personal data, and the individuals to whom that data relates under all applicable data protection and privacy legislation in force from time to time. Such laws may include in the UK the General Data Protection Regulation ((EU) 2016/679) and the Data Protection Act 2018, as amended from time to time, or where personal data is transferred from the UK or EU equivalent provisions under local national legislation no less onerous than those imposed under the UK's data protection legislation. Each Party shall enter into appropriate data sharing agreements with the other Parties and Host Institutions, as applicable, prior to sharing personal data with such other Party or Host Institution. Each Party acknowledges that the laws applicable to CRUK include the General Data Protection Regulation ((EU) 2016/679) and the Data Protection Act 2018 and that the Parties will cooperate in good faith to ensure that CRUK is able to comply with its obligations under such laws including, if CRUK elects to transfer personal data to another Party on the basis of the condition of consent pursuant to Article 49 (a) of the General Data Protection Regulation, following notification by CRUK that any data



subject has withdrawn their consent to processing of their personal data or has made a request for its erasure, such recipient Party shall (as applicable) promptly: (a) cease any processing of such personal data and (b), subject to any laws applicable to such recipient Party concerning the period for which records must be retained, erase any records of such personal data held by it or on its behalf. Notwithstanding the foregoing, each Party acknowledges that NCI is not agreeing to comply with the General Data Protection Regulation and the Data Protection Act 2018 under this Agreement.

- 5.6 **Certificate of confidentiality.** Research that is conducted or funded, in whole or in part, by NCI is covered by a Certificate of Confidentiality issued pursuant to 42 U.S.C. 241(d). The Certificate of Confidentiality protects from disclosure information that is about an individual and that is gathered or used during the course of research through which an individual is identified, or that includes identifiable private information, or for which there is at least a very small risk, as determined by current scientific practices or statistical methods, that some combination of the information, a request for the information, and other available data sources could be used to deduce the identity of an individual. Each Party shall comply with the requirements of the Certificate of Confidentiality, 42 U.S.C. 241(d).
- 5.7 **Publication of results.** Sections 3.3.1.4 and 3.3.5 of the Award Management and Funding Policy requires the Parties to provide the Management Group and CRUK with prior notice of any publication or other public dissemination of Foreground. Each Host Institution will comply with those requirements and the provisions of the Commercialisation Policy relating to the identification of opportunities for patenting or otherwise securing intellectual property protection for Foreground. CRUK will be entitled to share any proposed publication or other public dissemination of Foreground with NCI and with CRH in confidence. Host Institutions may provide comments on proposed publications or presentations, including by identifying other Researchers that the publishing institution(s) may wish to consult. A Party may request that Confidential Information of such Party be removed from a proposed publication or presentation. In exceptional circumstances, if a proposed publication or presentation contains any Foreground which a Party considers may be appropriate for patenting or otherwise securing intellectual property protection, CRUK or CRH may request that the submission of such proposed publication or presentation be delayed for an additional ninety (90) days to decide whether or not to file a patent or secure protection. Lack of response from the Management Group, CRH or any Party

within thirty (30) days of receipt by the Management Group of a proposed publication or presentation shall be considered deemed consent for publication or presentation.

- 5.8 **Data sharing strategy.** The Host Institutions will cooperate in good faith to ensure the creation of a data sharing strategy as required in section 3.3.2 of the Cancer Grand Challenges Award Management and Funding Policy Guide.

## **PART C – MANAGING RISK; LEAVERS AND GENERAL**

### **6 LIMITATION OF LIABILITY**

- 6.1 **Excluded liability.** No Party, or its officers, employees and agents, will have any liability under statute, in tort (including negligence), contract or otherwise to another Party for any consequential loss, indirect loss or loss of goodwill, opportunity, profit or contract. IN NO EVENT SHALL ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES OF ANY KIND, OR FOR ANY LOSS OF PROFITS, LOSS OF REVENUE, LOSS RESULTING FROM INTERRUPTION OF BUSINESS OR LOSS OF USE OR DATA, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH LOSS, HOWSOEVER CAUSED, WHETHER FOR BREACH OR REPUDIATION OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE.
- 6.2 **Aggregate liability.** Each Host Institution's aggregate liability to all other Host Institutions for all disputes and claims under or in connection with this Agreement (and non-contractual disputes and claims related to it or its subject matter) will be limited to the Funding it has received.
- 6.3 **CRUK liability.** Other than CRUK obligations to pay Instalments of Funding awarded under GALs in accordance with this Agreement and of confidentiality under clause 5, CRUK has no liability for any loss or damage of any nature suffered by a Host Institution or its officers, employees or agents under or in connection with the Cancer Grand Challenge or this Agreement or any non-contractual dispute and claim related to it or its subject matter. To the extent permitted by U.S. federal law, CRUK's aggregate liability to NCI in respect of any and all CGC award agreements for all disputes and claims between CRUK and NCI in respect of any and all Cancer Grand Challenges shall be limited to direct damages only up to one million US dollars (\$1,000,000).
- 6.4 **NCI liability.** Other than its commitments to pay Instalments of Funding awarded under NCI Notices of Award in accordance with this Agreement, NCI has no liability

for any loss or damage of any nature suffered by CRUK or a Host Institution or its officers, employees or agents under or in connection with the Cancer Grand Challenge or this Agreement or any non-contractual dispute and claim related to it or its subject matter. NCI's liability to pay Instalments to the Host Institutions under this Agreement and the NCI Notice of Award is limited to only those funds obligated under a Notice of Award and is subject to the availability of funds.

- 6.5 **NCI aggregate liability.** In no case shall NCI's liability exceed the amount obligated under this Agreement and the NCI Notice of Award at the time the claim arises and any such liability is subject to the availability of funds at the time that such claim is to be paid. The Parties acknowledge that NCI, as an agency of the U.S. federal government, assumes liability only to the extent provided under the Federal Tort Claims Act, 28 U.S.C. Chapter 171, and shall not be liable for intentional acts or gross negligence of its employees, directors, officers, students, representatives, and agents in the performance of this Agreement. No indemnification for any loss, claim, damage, or liability is intended or provided by NCI under this Agreement.
- 6.6 **No exclusion contrary to applicable law.** Nothing in this clause 6 shall exclude or limit the liability of any Party or its officers, Researchers, employees and agents to the extent such liability is required under applicable laws.

## 7 WARRANTIES

- 7.1 **Warranties.** Each Host Institution warrants at the time of signing this Agreement (or, in the case of New Host Institutions, the Join Date) that to the best of its knowledge:
- 7.1.1 after making diligent inquiry, it is not aware of any Conflict that exists or is likely to arise in the performance of its obligations under this Agreement; and
- 7.1.2 it employs and/or has given Research Privileges to, and, will employ or maintain the Research Privileges to, throughout the Award Period, each Investigator allocated to it in the Details Page. It will not be a breach of this clause 7.1.2 by any Host Institution if an Investigator terminates his or her employment or Research Privilege with that Host Institution or if the Host Institution terminates the Investigator's employment.
- 7.2 **Notification.** If, after the signing of this Agreement, a Host Institution learns of any change in the warranties it makes under 7.1 the Host Institution shall immediately notify CRUK and NCI of the change.
- 7.3 **Exclusions.** Nothing in this Agreement will be construed as:

- 7.3.1 a warranty or representation by any Party as to the validity, enforceability or scope of any Foreground;
  - 7.3.2 a warranty or representation that any product, method or service which is subject to any Commercialisation Agreement will be free of infringement of any third-party rights;
  - 7.3.3 an obligation to prosecute actions or suits against third parties for infringement of any Foreground;
  - 7.3.4 other than as expressly set out in this Agreement, conferring by implication, estoppel or otherwise, any license or rights under any Foreground or other rights of a Party;
  - 7.3.5 other than as expressly set out in this Agreement, an obligation by a Party to furnish any new developments, Know How, technology or technological information.
- 7.4 **Insurance.** Without prejudice to the obligations set out under this Agreement, each Host Institution must hold and maintain appropriate insurance for its potential liabilities under this Agreement and in connection with its Activities, including public liability and employer's liability. Each Host Institution that customarily self-insures for activities similar to those it is to perform under the Cancer Grand Challenge may satisfy its obligations under this clause 7.4 by putting in place appropriate self-insurance arrangements, provided that it supplies to CRUK any information and documentation that CRUK may reasonably request concerning such self-insurance arrangements.
- 7.5 **Disclaimer.** Except as expressly provided in this Agreement, no Party MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE RESEARCH OR THE FOREGROUND OR ANY INTELLECTUAL PROPERTY RIGHTS AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, CREATION, VALIDITY, ENFORCEABILITY AND SCOPE OF ANY INTELLECTUAL PROPERTY RIGHTS OR CLAIMS, WHETHER ISSUED OR PENDING, AND THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE.

## 8 DIFFICULTIES, WITHDRAWALS AND CONSEQUENCES

- 8.1 **Notice to the Funders.** Each Host Institution must notify the Management Group and CRUK and if related to (a), NCI immediately (a) upon becoming aware of any circumstances likely to adversely affect that Host Institution's ability to comply with this Agreement including, among others, in relation to its solvency, its ability to carry out Activities or any Conflict, and (b) following any decision of such Host Institution's Researcher(s) to either: (i) directly accept funding or support from a Tobacco Company or an individual with substantial links to a Tobacco Company that, in CRUK's reasonable view, could influence the research that utilises the Funding; or (ii) work in proximity to others that have accepted funding or support from a Tobacco Company or an individual with substantial links to a Tobacco Company that, in CRUK's reasonable view, could influence research that utilises the Funding. In order to seek clarification as to whether CRUK considers a company, entity or organisation (or groups or combinations of the same) is a Tobacco Company, a Host Institution may contact CRUK and CRUK will respond to such inquiry within twenty (20) business days. If CRUK does not respond within such twenty (20) business day period, the inquiring Host Institution may assume that such company, entity or organisation (or groups or combinations of the same) is not a Tobacco Company. The inquiring Host Institution will provide any information in its possession that is reasonably requested by CRUK to enable CRUK to make the determination.
- 8.2 **Advance Approval of the Funders.** A Host Institution must obtain the consent of CRUK and NCI via written request to the Portfolio Manager, who will coordinate with the Other Transactions Program Officer or the Other Transactions Agreements Officer (as defined in the NCI OT Award Policy Guide, to (a) transfer any part of an Award to another Host Institution; (b) make changes to the Team Lead or Co-Investigators; (c) bring new Host Institutions into the CGC Team; (d) change the scope or specific aims of the CGC Team, or to any clinical trial or animal research described in the Application or subsequent annual reviews.
- 8.3 **Withdrawal and termination.** Without prejudice to the rights of either or both of CRUK and NCI under clause 8.5, if any Host Institution:
- 8.3.1 is in breach of this Agreement and (in the case of a breach capable of remedy) does not remedy the breach within sixty (60) days after a notice to do so from the Management Group, NCI, or CRUK; or

- 8.3.2 becomes insolvent; passes a resolution for its winding-up; appoints a receiver over, or an encumbrancer takes possession of or sells any of its assets; makes an arrangement or composition with its creditors generally; makes an application to a court of competent jurisdiction for protection from its creditors generally; or undergoes any event analogous or similar to those described in this clause 8.3.2 anywhere in the world; or
- 8.3.3 accepts funding or support from a Tobacco Company or an individual with substantial links to a Tobacco Company that, in CRUK's reasonable view, could influence the research that utilises the Funding; or
- 8.3.4 works in proximity to others that have accepted funding or support from a Tobacco Company or an individual with substantial links to a Tobacco Company that, in CRUK's reasonable view, could influence research that utilises the Funding,

then, on written notice from CRUK or NCI to that Party, that Party will be treated as having withdrawn from the Cancer Grand Challenge with effect from the date of that notice. The Management Group may recommend to CRUK or ask that CRUK issues a notice of withdrawal to a Host Institution. CRUK may require the immediate withdrawal of a Host Institution if in CRUK's reasonable opinion it would be necessary in order to protect public health. If the breach under clause 8.3.1 by the Host Institution comprises only a failure to comply with the terms of either or both of the Award Management and Funding Policy Guide and the NCI CGC OT Policy Guide, at the discretion of CRUK or NCI (as the case may be), CRUK or NCI will usually suspend, rather than terminate their Funding to allow the Host Institution an opportunity to take corrective action and remedy the breach. A Host Institution may withdraw from the Cancer Grand Challenge by providing at least ninety (90) days written notice to each of CRUK and NCI.

8.4 **Consequences of termination and withdrawal.** In the event of termination or withdrawal of a Host Institution (the "**Leaving Party**") under clauses 8.3 or 8.5 or for any other reason:

- 8.4.1 the Management Group will use reasonable efforts to reallocate the Leaving Party's Activities to the remaining Host Institutions or, to a third party acceptable to the remaining Host Institutions, NCI and CRUK. The Leaving Party will provide support or cooperation requested by CRUK and NCI to ensure its Activities and any Background necessary to the performance of

- the Cancer Grand Challenge or use of the Foreground are transferred in a timely and effective manner. For the avoidance of doubt, no Host Institution will be required to assume the Leaving Party's Activities unless it receives the re-allocation of Funding associated with those Activities;
- 8.4.2 the Leaving Party shall automatically cease to be a Party to this Agreement and CRUK shall provide written notice to the other Parties confirming the identity of the Leaving Party and details of any transfer of its Activities and Background in accordance with clause 8.4.1 above;
- 8.4.3 the Leaving Party will provide copies of all Foreground and records it has relating to the Cancer Grand Challenge within fourteen (14) days after leaving to their Portfolio Manager to ensure the Cancer Grand Challenge Team may continue the Cancer Grand Challenge without delay or hindrance. The Leaving Party will continue to be bound by section 2.4.2 of the Award Management and Funding Policy Guide, provided that, if the withdrawal occurs pursuant to clause 8.3.2, the Leaving Party's rights, title and interest in and to any Foreground will be assigned to CRUK (or CRH) forthwith upon the date of the written notice provided by CRUK;
- 8.4.4 within thirty (30) days after the Leaving Party leaves, is terminated, or is treated as having withdrawn under clause 8.3 from the Cancer Grand Challenge, it will comply with section 2.2.6 of the Award Management and Funding Policy Guide and reimburse to CRUK and/or NCI (as the case may be) any Funding it has received that is unspent or uncommitted at the date of its leaving or deemed withdrawal or if applicable CRUK and/or NCI (as the case may be) shall, subject to the Host Institution's duty to mitigate such costs, pay to the Host Institution any expenses and non-cancellable commitments properly incurred by the Host Institution under the terms of this Agreement and issued GAL and/or NCI Notice of Award prior to such Host Institution becoming a Leaving Party;
- 8.4.5 references to the Leaving Party, and its Investigator(s) and other details, will be removed automatically from the Schedule A Details Page;
- 8.4.6 the Leaving Party shall transfer Equipment to another Host Institution within thirty (30) days after a request from either of CRUK or NCI;
- 8.4.7 at the request of the provider of any research materials ("**Provider**"), the Leaving Party will promptly return or destroy any research materials

(“**Provided Materials**”) it holds as a recipient of such materials (“**Receiver**”) and any Confidential Information disclosed to the Leaving Party, and (if destroyed) confirm in writing this has been done. The Leaving Party may retain one (1) copy of such information for archive and legal purposes and will not be required to delete automatic back-up electronic copies provided the latter are maintained in confidence and are not readily accessible to users;

8.4.8 the circumstances of the leaving or withdrawal will be taken into account under the Commercialisation Policy to determine the share of relevant net revenue the Leaving Party may have received if it had remained a Host Institution throughout the Cancer Grand Challenge;

8.4.9 the following clauses and provisions of the Commercialisation Policy will continue to apply to the Leaving Party: 1.2, 1.3, 3, 5, 6, 7, 8. To the extent that the Management Group is unable to secure the transfer of any Background necessary to the performance of the Cancer Grand Challenge or use of the Foreground to another Host Institution or a third party in accordance with clause 8.4.1 above, the Commercialisation Policy shall continue to apply to the Leaving Party in respect of such Background.

The rights and obligations set out in this clause 8.4 do not limit any other rights that CRUK, NCI, or any other Host Institution may have in relation to the Leaving Party.

8.5 **Withdrawal of funding.** CRUK and/or NCI may suspend or terminate the Cancer Grand Challenges Funding at any time and for any reason. They will endeavour to provide at least 30 days’ prior notice but are entitled to suspend or terminate immediately. Immediate termination may be deemed necessary, such as to protect public health or for other compelling reasons. If the reason for suspension or termination is failure to materially comply with the terms of the GAL, the NCI Notice of Award and/or this Agreement, including the documents incorporated by reference into this Agreement, CRUK and NCI may, at their discretion, suspend (rather than immediately terminate) the award and allow the Host Institution(s) an opportunity to take appropriate corrective action before making a decision to terminate. The Funder(s) may decide to terminate an award if the Host Institution does not take appropriate corrective action during the period of suspension. Termination decisions are final and there is no right to appeal. After termination, the Host Institution must



continue to comply with the record retention and access obligations, as stated in the Award Management and Funding Policy Guide.

- 8.6 **Expiry of Award Period.** As soon as practicable after expiry of the Award Period, at the request of the relevant Provider, each Party will promptly return or destroy Provided Materials it holds as a Receiver and Confidential Information of another Host Institution disclosed to it, and (if destroyed) confirm in writing this has been done. Each Receiver may retain one (1) copy of such information for archive and legal purposes and for purposes of research verification. The Receiver will not be required to delete automatic back-up electronic copies provided the latter are maintained in confidence and are not readily accessible to users.
- 8.7 **Survival of terms.** The following clauses of this Agreement shall continue to apply after the End Date: 5, 6, 7, 8 and 9 (inclusive).

## 9 GENERAL

### 9.1 Announcements and use of names.

9.1.1 CRUK welcomes opportunities to publicise Cancer Grand Challenges awards and the exciting research that the awards fund. Subject to clause 5, CRUK and NCI may make factual statements including the name of the Researchers and Host Institutions and use information and other materials from Cancer Grand Challenges, including the Application, as part of its fundraising, publicity or public awareness activities.

9.1.2 If a Cancer Grand Challenges Team Researcher, or Host Institution, wishes to make any public announcement related to Cancer Grand Challenges and/or the Cancer Grand Challenge, the Researcher or Host Institution, will consult with the Cancer Grand Challenges Communication Team on the timing and content of the proposed announcement and get CRUK's prior consent to the announcement. CRUK reserves the right to lead on press activity related to Cancer Grand Challenges. Lack of response from the Cancer Grand Challenges Communication Team within thirty (30) days of receipt of the relevant request to consult regarding the proposed announcement shall be considered deemed consent for disclosure of the proposed announcement.

9.1.3 Nothing in this Agreement may be interpreted to imply that the United States, the HHS, the NIH or the NCI endorses the activities, products or services of

any other Party or its Affiliates. No other Party shall take any action or make any statement that suggests or implies such an endorsement or encourage such actions or statements of others.

9.1.4 No Host Institution, nor Cancer Grand Challenges Team Researcher may use the name or logos, likeness or other livery or trademark of any other Party for any purpose, including in any publicity, without the prior written consent of that other Party provided that CRUK and NCI shall be entitled to make factual statements regarding the Funding. No Cancer Grand Challenges Team Researcher may act in a way that suggests he or she represents any other Party without its prior approval.

## 9.2 **Dispute resolution concerning Parties other than NCI.**

9.2.1 If a dispute arises out of this Agreement or in connection with the Cancer Grand Challenge (a "**Dispute**"), involving any Parties other than NCI, no such Party may start arbitration or court proceedings (other than for interim relief) unless it has first followed the process set out in this clause 9.2. For the purpose of clause 9.2 only, NCI shall not be considered a Party.

9.2.2 A Party that claims there is a Dispute will communicate with each other in good faith and in a timely and cooperative manner and promptly give the other Parties involved (and, if it is not involved, CRUK) all relevant details of the Dispute. During the sixty (60) days after that notice (or longer, if the Parties involved agree in writing), each Party involved will use its reasonable efforts to resolve the Dispute. If the Parties involved cannot resolve the Dispute in that period, they will either:

- (a) refer the Dispute to a mediator if one of them requests; or
- (b) in the case of a Dispute under section 8 of the Commercialisation Policy, refer the Dispute to a third party expert agreed by the Parties involved or if the Parties cannot agree, as appointed by the President of the Institute of Chartered Accountants in England and Wales.

9.2.3 If the Dispute is referred:

- (a) to a mediator under clause 9.2.2(a) and the Parties involved cannot agree on a mediator or location within fourteen (14) days after the request, the mediation will proceed in London, United Kingdom under the rules of the Centre for Effective Dispute Resolution; or

(b) to a third party expert under clause 9.2.2(b), the decision of that third party expert will be issued in writing with his or her reasoning, and be final and binding on the Parties involved. The determining third party's costs will be borne as he or she may determine or, if no determination is made, equally by the Parties involved.

9.2.4 To the extent possible in accordance with Laws and relevant confidentiality obligations, the Parties involved in the Dispute (and CRUK) are strongly encouraged to keep NCI generally informed as to the status of the Dispute and will provide to NCI any information that NCI requests in connection with the Dispute. If CRUK is not involved in the Dispute, the Parties involved will also keep CRUK generally informed as to the status of the Dispute and will provide to CRUK any information that CRUK requests in connection with the Dispute.

9.2.5 Information or documents disclosed under this clause 9.2 will be kept confidential and may only be used to attempt to resolve the Dispute or as permitted under clause 5.

### 9.3 **Disputes involving NCI.**

9.3.1 If a dispute concerning questions of fact or law arises out of this Agreement, the NCI Notice of Award, or in connection with the Cancer Grand Challenge (an "**NCI Dispute**"), involving any Parties and NCI, no such Party may start arbitration or court proceedings (other than for interim relief) unless it has first followed the process set out in this clause 9.3.

9.3.2 NCI and the relevant Parties, as applicable, shall communicate with one another in good faith and in a timely and cooperative manner about the NCI Dispute, and shall do so regardless of whether the NCI Dispute involves an alleged breach of the NCI Notice of Award or this Agreement between NCI and the relevant Parties, as applicable, and to the extent possible in accordance with applicable laws and relevant confidentiality obligations, shall promptly provide all relevant details of the NCI Dispute to all relevant Parties.

9.3.3 Within 60 days (or longer, if the Parties involved in the NCI Dispute agree in writing) of when all Parties involved in the NCI Dispute are notified in writing of the NCI Dispute, each Party involved must use its reasonable efforts to resolve the NCI Dispute. If the Parties involved cannot resolve the NCI

Dispute in that period, they may refer the dispute to a non-binding mediator. NCI may participate in mediation at its discretion. The allocation of any costs related to such non-binding mediation are subject to negotiation and mutual agreement as well as the availability of funds.

- 9.3.4 Subject to clause 5.1.3 on required disclosures, information or documents related to the NCI Dispute must be kept confidential and may only be used to attempt to resolve the dispute. To the extent possible in accordance with applicable law and relevant confidentiality requirements, if CRUK is not involved in the NCI Dispute, NCI and relevant Parties are strongly encouraged to keep CRUK reasonably informed as to the status of the NCI Dispute.
- 9.3.5 Nothing in this clause 9 shall restrict NCI's right to exercise available remedies for noncompliance or enforcement actions as described in an NCI Notice of Award or in this Agreement or pursue other available legal remedies.

#### 9.4 **Relationship of the Parties and Researchers.**

- 9.4.1 The rights, duties, obligations and liabilities of the Parties in relation to the Cancer Grand Challenge are several, and not joint or joint and several.
- 9.4.2 Nothing in this Agreement constitutes any Party as an agent, partner or trustee of any other Party or creates any agency, partnership or trust for any purpose whatsoever.
- 9.4.3 Except as expressly stated in this Agreement, no Party has any authority or power to act for, or to create or assume any responsibility or obligation on behalf of, any other Party.
- 9.4.4 Each Host Institution will ensure that neither of CRUK nor NCI is put at risk of breaching any applicable laws because of its relationship with, or the actions of, that Host Institution.
- 9.4.5 Each Host Institution will use Funding and Foreground in accordance with this Agreement, the GAL and the NCI Notice of Award and for public benefit, with only incidental private benefit.
- 9.4.6 Nothing in this Agreement, or the activities contemplated by it, will create a relationship of employer and employee between CRUK or NCI and any Researcher.

- 9.4.7 Each Host Institution is responsible for all of the acts and omissions of its trustees, directors, officers, employees, Researchers engaged under Research Privileges, subcontractors, students, agents and Affiliates that arise from the performance by those persons of the Cancer Grand Challenge and compliance with the terms of this Agreement. Any action or omission of any of those persons that would be a breach of these terms if it were done by a Host Institution will be deemed an action or omission of the relevant Host Institution.
- 9.5 **Withdrawal of Funding by CRUK.** CRUK reserves the right to suspend, modify or discontinue any CRUK portion of the Funding from any Host Institution, and terminate that Host Institution's involvement in accordance with clauses 8.3 and 8.4. If CRUK discontinues any of CRUK's portion of the Funding under this clause 9.5 in respect of a Host Institution, the Host Institution shall receive the CRUK portion of the Funding allocated under any applicable GAL in respect of expenses and non-cancellable commitments properly incurred by the Host Institution under the terms of this Agreement prior to the expiry or termination of the GAL.
- 9.6 **NCI remedies for non-compliance by a Host Institution.** Without prejudice to NCI's Directly Enforceable Rights, if a Host Institution has failed to materially comply with the terms of this Agreement, NCI may, in addition to any other remedies available to NCI, take one or more of the following actions: (a) disallow costs or withhold further sums payable to such Host Institution; (b) wholly or partly suspend the payments due to such Host Institution, pending corrective action by such Host Institution; (c) immediately terminate the Award. For clarity, NCI will usually suspend (rather than immediately terminate) payments due and will allow a Host Institution an opportunity to take appropriate corrective action before NCI makes a decision to terminate its portion of the Funding. However, each Host Institution acknowledges that NCI may decide to terminate NCI Funding if the Host Institution does not take appropriate corrective action during the period of suspension. For the avoidance of doubt, NCI shall be entitled to recover from a Host Institution funds paid to such Host Institution during the Term in respect of, but not limited to only: (a) cost disallowances; (b) unobligated balances; (c) any unpaid share of any required matching or cost-sharing (such as seed funding); and (d) funds that exceed the final amount determined to be allowable.

- 9.7 **Student involvement.** Each Host Institution will enter into a written agreement with each student that it involves in the Cancer Grand Challenge on terms consistent with those of this Agreement. Subject to the terms of this Agreement, each of those students may continue to use Background of the other Host Institutions and Foreground for the purpose of completing their thesis, even if the Host Institution that involved the student in its Activities becomes a Leaving Party. If Funding is used to support part of the study programme of a student involved in the Cancer Grand Challenge, the Host Institution that involved the student will use reasonable efforts to find alternative means to fund the remainder of that student's study programme. Upon filling any studentship post in connection with the Cancer Grand Challenge, the relevant Host Institution shall provide CRUK with the student's contact details and project details.
- 9.8 **Notices.** A notice under this Agreement must be in writing, in English and signed by a person duly authorised by the sender, and be sent by hand or by prepaid first class post or email to the recipient's address for notices specified in SCHEDULE A, Details Page, of this agreement, as varied by any notice given by the recipient to the sender. The notice given will take effect:
- 9.8.1 if hand delivered, on delivery;
  - 9.8.2 if sent by prepaid first-class post, on the fifth (5th) day after the date of posting (or on the fourteenth (14th) day after the date of posting if sent internationally);
  - 9.8.3 if sent by email, at the time of transmission;
  - 9.8.4 or a later time specified in it. If a notice is transmitted by a method other than email, delivery after 5pm (local time) will be deemed delivered at 9am (local time) on the next day.
- 9.9 **Relationship to other documents (CRUK and Host Institutions).** As between CRUK and each Host Institution, the terms and conditions of each GAL issued to that Host Institution apply in addition to those set out in this Agreement. If there is any inconsistency between the provisions of this Agreement, any GAL and the terms of reference of the Management Group, the following order of priority will apply (with the first being given the greatest priority): (a) the GAL (as between CRUK and the recipient Host Institution); (b) clauses 1 to 9 (inclusive) of this Agreement; and (c) the terms of reference of the Management Group.

- 9.10 **Relationship to other documents (NCI and Host Institutions).** As between NCI and each Host Institution: (a) the terms and conditions of each NCI Notice of Award issued to that Host Institution apply in addition to those set out in this Agreement; and (b) if there is any inconsistency between the provisions of this Agreement and the Notice of Award, the provisions of the Notice of Award shall prevail. The Parties acknowledge and agree that NCI will award funds through a US government obligating instrument. Accordingly, each Host Institution acknowledges and agrees, whilst being bound by the terms of this Agreement, that it is also and independently bound to NCI in respect of each and every applicable obligation to NCI described in this Agreement and the terms and conditions of any NCI Notice of Award.
- 9.11 **Interpretation.** In this Agreement, unless the context requires otherwise: (a) “include”, “including”, “e.g.”, “for example” and “such as” will be construed without limitation to the preceding words; (b) references to any law or Law includes any modifications to or re-enactment of that law or Law; (c) where a provision requires a Researcher to do (or not do) a certain action, the Host Institution that employs or has involved that Researcher will ensure that the relevant Team Researcher does (or does not do) that action; and (d) where a provision requires the Team to do a certain action, each Host Institution will be jointly and severally responsible for the performance of that action or omission.
- 9.12 **Assignment.** No Party may assign or attempt to assign or otherwise transfer or encumber any right or obligation arising out of this Agreement except with the prior written consent of the other Parties. A common scenario where such assignment may be acceptable is when the assignment is to any successor to all or substantially all the assets of its business to which this Agreement relates so long as that successor does not have links to the tobacco industry (as determined by CRUK), or in the case of a Host Institution, to the technology transfer office managing its intellectual property.
- 9.13 **Variation.** In addition to the rights reserved by CRUK and NCI in clause 3.3, CRUK, in coordination with NCI, may amend clause 9.1 of this Agreement on written notice to the Host Institutions. The Agreement may also be amended to add New Host Institutions in accordance with the Award Management and Funding Policy Guide. Amendments to this Agreement other than those described in this clause 9.13 must be in writing signed by all Parties. SCHEDULE D may be updated at any time at the election of any Party on written notice to the other Parties.

- 9.14 **Entire agreement.** Each Host Institution acknowledges that for the purposes of deciding to make the Award and entering into this Agreement and then issuing any GAL and NCI Notice of Award each year during the Award Period each of CRUK and NCI is relying on, and confirms that CRUK and NCI may rely on, the information that Host Institution provides in written reports and in written materials provided to CRUK or NCI during the due diligence conducted before the Start Date and during the Term of this Agreement. Subject to the preceding sentence, each Party confirms that the Agreement (and, (a): as between CRUK and each Host Institution, each GAL issued to that Host Institution; and (b) between NCI and each Host Institution, the terms and conditions of each NCI Notice of Award issued to that Host Institution) represents the entire understanding, constitutes the whole agreement and supersedes all previous agreements or understandings between the Parties in connection with its subject matter.
- 9.15 **Further Action.** Each Host Institution must do, at its own expense, everything reasonably necessary (including preparing and executing documents) to give effect to this Agreement and any transaction contemplated by it.
- 9.16 **Waiver.** A Party does not waive a right, power or remedy if it fails to exercise or delays in exercising that right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that right, power or remedy. Any waiver must be in writing and signed by the Party giving the waiver.
- 9.17 **Severability.** A term or part of a term of this Agreement that is illegal or unenforceable may be severed from this Agreement, and the remaining terms or parts of the terms of this Agreement will continue in force.
- 9.18 **Law and Jurisdiction.** For any disputes brought against CRUK, this Agreement (and any non-contractual dispute or claim related to it or its subject matter): (a) is governed by the laws of England and Wales, and each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the English courts in respect of disputes arising out of or in connection with this Agreement for any disputes brought against CRUK (except disputes under clause 5, where jurisdiction is non-exclusive). For any disputes brought against NCI, this Agreement is governed by U.S. Federal law, and each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the U.S. Federal courts in respect of disputes arising out of or in connection with this Agreement for any disputes brought against NCI (except disputes under clause 5, where jurisdiction is non-exclusive).



- 9.19 **Counterparts.** This Agreement may be executed in counterparts. All executed counterparts constitute one document. A portable document format (PDF) copy of an executed counterpart signature page will be as valid as an originally executed counterpart for purposes of signing this Agreement.
- 9.20 **Third Party Rights.** Save for rights granted expressly to CRH under the Commercialisation Policy, no term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by anyone not party to it.

*[Glossary, Schedules A to D and Signature Page follow]*

**GLOSSARY**

<b>Term</b>	<b>Definition</b>
<b>Activities</b>	means, for a Host Institution, the activities allocated to it as part of the Cancer Grand Challenge
<b>Affiliate</b>	means an organisation that, whether now or in the future, Controls, is Controlled or is under common Control with a party; for the purposes of this definition “Control” means the possession (directly or indirectly) of fifty per cent or more of the voting stock or other equity interest of a subject entity with the power to vote, or the power in fact to control the management decisions of such entity through the ownership of securities or by contract or otherwise, and “Controlling”, “Controls”, “Controlled by” and “under common Control with” as used with respect to any party shall be construed accordingly
<b>Agreement</b>	means the CGC Award Agreement, the Award Management and Funding Policy Guide, the NCI OT Policy Guide, and the Commercialisation Policy, which are incorporated by reference into the CGC Award Agreement, and are collectively referred to as the Agreement
<b>Application</b>	means the Team’s application for a Cancer Grand Challenge award submitted (copy at SCHEDULE B)
<b>Award</b>	means Funding awarded to Host Institutions by CRUK and NCI for Cancer Grand Challenges research
<b>Award Period/End Date</b>	means the date on which final CRUK Grant Award Letter and NCI Notice of Award expire. All funded Host Institutions within one team will typically share one end date. Host Institutions may not charge costs to the Cancer Grand Challenges award after the end date.
<b>Background</b>	has the meaning given in the Commercialisation Policy
<b>Cancer Grand Challenge</b>	means the research initiative described in the Application and in SCHEDULE B
<b>Cancer Grand Challenges</b>	means the initiative described in Recital C
<b>Co-Investigator</b>	has the meaning given in the Award Management and Funding Policy Guide

<b>Commercialisation Agreement</b>	has the meaning given in the Commercialisation Policy
<b>Commercialisation Policy</b>	means the Cancer Grand Challenges Commercialisation Policy
<b>Confidential Information</b>	means information confidential by its nature and (a) designated by a Party in writing to the recipient as confidential; or (b) which a Party knows or a reasonable person ought to know is confidential taking into account its content and nature, the circumstances and purpose of the disclosure, and the way the information has been disclosed
<b>Conflict</b>	means an apparent, potential or actual conflict of interest due to a Host Institution or Management Group member doing (or not doing) an act likely to interfere with its obligations under this Agreement or with him or her taking part in any discussion or decision-making process fairly and independently
<b>Contribution</b>	means the financial and non-financial contributions (including human resources, materials, facilities, equipment and services) to be contributed to the performance of the Cancer Grand Challenge
<b>CRH</b>	means Cancer Research Technology Limited, trading as Cancer Research Horizons, a company registered in England and Wales under company number 1626049
<b>Details Page</b>	is at SCHEDULE A
<b>Dispute</b>	has the meaning given in clause 9.2
<b>Equipment</b>	means equipment purchased using Funding in accordance with the Application and any applicable GAL or NoA
<b>For-Profit Host Institution</b>	means a Host Institution identified in the Details Page as a <b>“For-Profit Host Institution”</b>
<b>Foreground</b>	has the meaning given in the Commercialisation Policy
<b>Funding</b>	means [Insert amount of funding awarded] awarded by CRUK and NCI to perform the Cancer Grand Challenge on the terms set out in this Agreement (and, as between Cancer Research UK and the recipient Host Institution, the GAL under which that Funding is awarded, and as between NCI and the recipient Host Institution, the Notice of Award under which that Funding is awarded) and any interest, currency conversion gains or other income generated by the recipient Host Institution through its holding of those sums
<b>GAL</b>	means a CRUK grant award letter issued for the award and continued award of Funding

<b>Host Institution (HI)</b>	means the university, research institution, company or other entity at which specific Cancer Grand Challenge research will be carried out, as a result of Funding issued to that entity in a GAL and/or NCI Notice of Award
<b>Instalments</b>	Has the meaning given in the Award Management and Funding Policy Guide
<b>Investigators</b>	means the senior Researchers that are to perform and supervise the Cancer Grand Challenge and who are identified in the Details Page
<b>Know How</b>	has the meaning in the Glossary definition of the Commercialisation Policy
<b>Laws</b>	means, in respect of a Host Institution, all laws (including common law and equity), rules, statutes, regulations (including guidelines of any relevant regulatory authority) in force from time to time that apply to any activities of that Host Institution
<b>Leaving Party</b>	has the meaning given in clause 8.4
<b>Management Group</b>	has the meaning in section 2.3 of the Award Management and Funding Policy Guide
<b>Milestones</b>	means the milestones set out in the Plan
<b>Materials</b>	has the meaning as given in the Commercialisation Policy
<b>NCI CGC OT Award Policy Guide</b>	contains terms and conditions that govern the use of OT award funds that a Host Institution receives from NCI.
<b>NCI Directly Enforceable Rights</b>	has the meaning given in clause 4.7
<b>NCI Dispute</b>	has the meaning given in clause 9.3.1
<b>NCI Notice of Award or NOA</b>	means the formal commitment of NCI funds detailing the award offered to each Host Institution (see section 1.1.4 of the Award Management and Funding Policy Guide)
<b>Objective</b>	has the meaning given in clause 2
<b>Parties</b>	means the parties to this Agreement, each of which is a Party
<b>Plan</b>	means the work proposed in the original Cancer Grand Challenges application, and as amended during the award period
<b>Portfolio Manager</b>	has the meaning given in the Award Management and Funding Policy Guide

<b>Provider</b>	has the meaning given in clause 8.4.7
<b>Provided Materials</b>	has the meaning given in clause 8.4.7
<b>Receiver</b>	has the meaning given in clause 8.4.7
<b>Researchers</b>	means the individuals that perform Activities in respect of the Cancer Grand Challenge from time to time
<b>Research Privileges</b>	means the rights and obligations granted by the relevant Host Institution to a Researcher to permit such Researcher to perform the Cancer Grand Challenge. Such rights and obligations shall be consistent with the terms of and rights granted under this Agreement
<b>Results</b>	has the meaning given in the Commercialisation Policy
<b>Start Date</b>	has the meaning given on page 3
<b>Team</b>	means the Host Institutions participating in the Cancer Grand Challenge as Parties
<b>Team Lead</b>	means the Investigator identified as the “ <b>Team Lead</b> ” in the Details Page and has the meaning given in the Award Management and Funding Policy Guide
<b>Term</b>	means the award funding period as indicated in the Agreement
<b>Tobacco Company</b>	means a company, entity or organisation (or groups or combinations of the same) whose business, other than for an insignificant part (i.e. less than 10% of its revenue), is the development, production, promotion, marketing, or sale of tobacco in any country of the world, or is a 20 per cent or greater subsidiary or a holding company or Affiliate of the same
<b>TTA</b>	means a technology transfer or similar agreement between a Host Institution and CRH governing ownership, management and use of results of research funded by CRUK
<b>Year</b>	means a period of twelve (12) successive months beginning on the Start Date or an anniversary of the Start Date

## SCHEDULE A      DETAILS PAGE

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Name	Cancer Research UK
Short Form Name	CRUK
Registered No.	1089464 and SC041666 (charity) 4325234 (company)
Notice Details	2 Redman Place, London, E20 1JQ, United Kingdom Tel: + 44 (0) 20 3469 6300 FAO: David Scott, Director of Cancer Grand Challenges <b>Email:</b>
Name	National Cancer Institute
Short Form Name	NCI
Notice Details	9609 Medical Center Drive, Room 2W472, Rockville, MD 20852 Tel: 240-276-6277 FAO: Crystal Wolfrey, Other Transactions Agreements Officer, NCI <b>Email:</b>
Name	<b>[Insert name of Party]</b>
Short Form Name	Host Institution
Team Lead or Co- Investigator	[•]
Notice Details	<b>[Postal Address]</b> Tel: <b>[Number]</b> FAO: <b>[Name]</b> Email: <b>[Address]</b>

*Subject to contract*



## **SCHEDULE B      THE APPLICATION**

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**[INSERT THE APPLICATION]**

## SCHEDULE C CONFIRMATION OF NEW HOST INSTITUTION

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This supplement to the CGC Award Agreement between the Team and CRUK and NCI on [•] (the “**Confirmation of New Host Institution**”) is dated [•] (the “**Join Date**”) and entered into by [•], a [•] (the “**New Host Institution**”). Capitalised terms used but not defined in this Confirmation of New Host Institution have the meaning given in the CGC Award Agreement.

- (1) **Additional Host Institution.** The Parties to the Agreement agree the New Host Institution is added to the Agreement as a Host Institution with effect from the Join Date. The New Host Institution confirms a copy of this Schedule (C) will be attached as a counterpart signature page to the CGC Award Agreement.
- (2) **Agreement.** The New Host Institution will, from the Join Date, be subject to the terms and conditions of, and receive the rights under, the Agreement that apply to the Host Institutions. The Agreement is binding on the New Host Institution with the same force and effect as if the New Host Institution were originally a party to it.
- (3) **Notice.** The following will automatically be included in the Details Page:

Name	[Insert name of Party] (registered number [•])
Short form name	Host Institution [(and also an “ <b>Academic Host Institution</b> ” / “ <b>For-Profit Host Institution</b> ”)]
Team Lead	[•]
[or Co-Investigator]	
Notice Details	[Postal Address]
	Tel: [Number]
	FAO: [Name]
	Email: [Address]

- (4) **Counterparts.** This Schedule (C) may be executed in counterparts, which together constitute one document.

*[Schedule C signature Page follows]*



[Schedule C signature page]

**SIGNED** and validly executed on behalf of

Cancer Research UK

_____	_____
Signature	Name
_____	_____
Position	Date

National Cancer Institute

_____	_____
Signature	Name
_____	_____
Position	Date

[●●●]

_____	_____
Signature	Name
_____	_____
Position	Date

Read, understood and acknowledged by [Team Lead or Co-Investigator]

_____	_____
Signature	Name

## **SCHEDULE D      BACKGROUND AND THIRD-PARTY RIGHTS**

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[INSERT ANY RELEVANT BACKGROUND AND THIRD PARTY RIGHTS]

## SCHEDULE E SIGNATURE PAGE

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**SIGNED** and validly executed on behalf of

**Cancer Research UK**

_____ Signature	_____ Name
_____ Position	_____ Date

**National Cancer Institute**

_____ Signature	_____ Name
_____ Position	_____ Date

**[Insert signature block for each party]**

_____ Signature	_____ Name
_____ Position	_____ Date

**Read, understood and acknowledged by [Team Lead or Co-Investigator]**

_____ Signature	_____ Name
_____ Position	_____ Date