

# Special Conditions for CRUK Major Infrastructure Awards

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## 1. APPLICATION OF THESE SPECIAL CONDITIONS

- 1.1. These Special Conditions are supplemental to the Grant Award Letter (“**GAL**”), the Standard Grant Conditions and the documents that are expressly listed as forming part of the contract for the Major Infrastructure Award in either of those two named documents. The order of precedence between the documents in the event of conflict or inconsistency between them is as described in the Standard Grant Conditions.
- 1.2. The Institution(s) acknowledge(s) that these Special Conditions may change during the life of the Major Infrastructure Award. Subject to clause 1.3 below, the version of the Special Conditions that shall apply shall be the version that is in force when the latest GAL relating to the Major Infrastructure Award is issued by Cancer Research UK (“**CRUK**”) to the Institution(s).
- 1.3. The Institution(s) agree(s) to review the Special Conditions on each occasion of the issue of the GAL or a variation to the GAL under the Major Infrastructure Award. The latest version of the Special Conditions for Major Infrastructure Awards is posted by CRUK on the following webpage within CRUK’s website: <https://www.cancerresearchuk.org/funding-for-researchers/applying-for-funding/conditions-of-your-grant>. In the event that the Special Conditions have been changed since the previous GAL, the Institution(s) shall notify CRUK of any of those changes which it does not accept. If the Institution(s) do(es) not give notice to CRUK within twenty-five (25) days of the GAL being issued then the Institution(s) will be deemed to have irrevocably accepted all of the changes to the Special Conditions, provided that the changes do not impose a financial burden on the Institution(s). In the event of a dispute arising as to whether any changes to the Special Conditions apply to the Institution(s) then the most recent version of the Special Conditions that the Institution(s) is bound by before the changes were introduced by CRUK shall apply until the dispute is resolved.

## 2. PURPOSE OF THESE SPECIAL CONDITIONS

- 2.1. The purpose of these Special Conditions is to set out rights and obligations on important matters that are specific to the Major Infrastructure Award

that are not covered by the Standard Grant Conditions posted by CRUK on the following webpage within CRUK's website:

<https://www.cancerresearchuk.org/funding-for-researchers/applying-for-funding/conditions-of-your-grant>.

### **3. USE OF THE MAJOR INFRASTRUCTURE AWARD**

- 3.1. The Major Infrastructure Awards are strategically important in helping to build and sustain CRUK's global research brand and reputation. Major Infrastructure Awards are intended to support and strengthen the scientific potential of CRUK's Research Strategy and to support the delivery of high-quality research in oncology. The Institution(s) acknowledge(s) that it shall allocate and use the Major Infrastructure Award solely towards achieving CRUK's Research Strategy and for no other purpose. In addition, if objectives for use of the Major Infrastructure Award have been specifically agreed between the Institution(s) and CRUK then the Institution(s) must use the Major Infrastructure Award in a manner that is designed to best achieve those objectives. The Institution(s) must consult with CRUK and obtain CRUK's written approval if it wishes to use any part of the Major Infrastructure Award that is not in compliance with this clause 3.1.
- 3.2. CRUK may issue and update guidelines on the manner in which Major Infrastructure Awards should be used and publish these to recipients of a Major Infrastructure Award. The guidelines may include specific directions as to the types of expenditure that the Major Infrastructure Award may and may not be used for. The guidelines do not form part of the contract for the Major Infrastructure Award, but the Institution(s) is/are expected to faithfully comply with the guidelines.
- 3.3. Also, the Institution(s) shall use the Major Infrastructure Award in accordance with conditions that the parties may agree in connection with the Major Infrastructure Award from time to time, the MIA Strategy and also in accordance with the overall said CRUK's Research Strategy.
- 3.4. The Institution(s) shall cooperate with CRUK as directed by CRUK to inform and demonstrate to CRUK compliance with the MIA Strategy, and participate in any wider consultations within the network of Institutions that hold Major Infrastructure Awards that CRUK may from time to time initiate for the purpose of maintaining the relevance and importance of CRUK's Research Strategy. The Institution(s) may itself request changes or

further development of any individual objectives as mentioned in clause 3.1. CRUK shall cooperate with Institution(s) in reviewing and discussing such request with the Institution(s).

- 3.5. For clarity any costs that the Institution(s) incurs in connection with complying with these Special Conditions unless expressly stated otherwise, shall be borne solely by the Institution(s) and those costs shall be deemed to have been factored into the amount of the Major Infrastructure Award that is payable to the Institution(s).

#### **4. GOVERNANCE**

- 4.1. The Institution(s) shall establish and maintain in consultation with CRUK for so long as it continues to be entitled to receive the Major Infrastructure Award the governance structure set out below. Any departure from these governance arrangements should therefore be discussed and agreed in advance with CRUK.

- a) there shall be a Governance Board; and
- b) there shall be a Major Infrastructure Award Director,

in each case appointed and maintained by the Institution(s) in accordance with these Special Conditions.

- 4.2. Where the Institution(s) has 'CRUK Centre' designation (normally this is specified in the GAL) in addition to the above bodies, the Institution(s) will procure that the 'CRUK Centre' Director appoints and supervises a Centre Manager and a Centre Training Lead.
- 4.3. All appointments made by the Institution(s) under these Special Conditions should be of individuals who are employed by the Institution(s) and have the requisite seniority, skills, training and experience to properly perform their respective roles. All appointments (including appointment of deputies and successors) should be made in consultation with CRUK. In the event that an appointee's performance does not meet reasonable expectations, CRUK may recommend to the Institution(s) that they should be replaced as soon as practicable.
- 4.4. CRUK acknowledges that a Governance Board and Major Infrastructure Award Director may already have been established by the Institution(s) pursuant to other funding arrangements that are in place with CRUK and

that these may be known by a different name, such as '*Oversight Committee*'/'*Steering Group*' or '*Lead*' respectively. CRUK will accept these bodies as fulfilling the requirements of this clause for so long as they continue to subsist and remain compliant with this clause 4.

### **Governance Board**

- 4.5. The Governance Board shall provide overall leadership, set and as appropriate update the MIA Strategy in consultation with CRUK and oversee the Institution's/Institutions' implementation of the MIA Strategy and its alignment with CRUK's Research Strategy.
- 4.6. Without intending to affect the generality of the preceding clause 4.5, the Governance Board shall in particular:
- a) monitor the Institution's/Institutions' performance of the Major Infrastructure Award including progress of the Institution(s) measured against the MIA Strategy;
  - b) review and approve the short, medium and long term goals and programmes for activities of the Institution(s) under the Major Infrastructure Award, including training programmes where relevant;
  - c) seek to enhance the Institution's/Institutions' contribution to the network of Institutions that hold Major Infrastructure Awards;
  - d) cooperate with CRUK in raising the profile of CRUK and CRUK's Research Strategy;
  - e) monitor progress of the Institution(s) in delivering branding, press and research engagement activities;
  - f) monitor the Institution's/Institutions' Major Infrastructure Award budget and financial management;
  - g) oversee and report to CRUK on fundraising, partnership or co-funding opportunities;
  - h) review any initiatives put forward by CRUK, Research Councils, the NHS and other bodies funding cancer research and to oversee the Institution's/Institutions' response to the opportunities;

- i) make recommendations to CRUK for improvements;
- j) promote engagement with the wider network of Institutions that hold CRUK Major Infrastructure Awards; and
- k) where the Institution(s) is designated a 'CRUK Centre' (normally this is specified in the GAL), oversee the proper maintenance of the Centre Training Accounts which covers non-clinical postgraduate training programmes. Where the Institution also hosts a Clinical Academic Training Programme, ensure appropriate alignment of training strategies and tracking of progress.

4.7. The Governance Board will meet at intervals agreed with CRUK and additionally as often as they consider appropriate in order to properly carry out their functions. A Chair of the Governance Board shall be appointed and have responsibility for providing the secretarial services that the Governance Board may require. The Governance Board shall endeavour to act by consensus and keep proper records of its meeting agendas and meeting minutes.

4.8. Where the Institution(s) is designated a 'CRUK Centre' (normally this is specified in the GAL):

- a) The Governance Board as a minimum shall include the Major Infrastructure Award Director, the Centre's Training Lead and the Centre Manager as well as other appropriately qualified individuals.
- b) CRUK shall be entitled to appoint a representative member onto the CRUK Centre Governance Board. The representative shall be invited to all Governance Board meetings and sent copies of all Governance Board agendas, papers and minutes at the same time as other members of the Governance Board receive them. If the Governance Board establishes any sub-committees, then the representative or their delegate shall be entitled to similar rights in respect of those committees. In respect of any meeting of the Governance Board, unless the CRUK representative has given notice that they do not intend to attend the meeting of the Governance Board, the Governance Board meeting shall not conduct any business other than to adjourn the meeting if the CRUK is not present at that meeting within fifteen minutes of the start time. However, the adjourned meeting may nevertheless proceed with the business on the agenda for that meeting if the CRUK

representative does not subsequently attend the adjourned meeting.

### **Major Infrastructure Award Director**

- 4.9. A Major Infrastructure Award Director shall be appointed by the Institution(s) and remain in place for the duration of the Major Infrastructure Award. In the performance of their role under these Special Conditions the Major Infrastructure Award Director shall report to and be accountable to the Governance Board. However, they shall continue to be managed by and subject to the employment policies of the Institution(s) as usual.
- 4.10. The Major Infrastructure Award Director shall have executive responsibility for managing performance of the duties of the Institution(s) under the Major Infrastructure Award, including the following:
- a) provide executive leadership in performing the Major Infrastructure Award;
  - b) provide drafts of the MIA Strategy for consideration by the Governance Board;
  - c) represent the Institution(s) on a local and national level, and work co-operatively with CRUK to influence the local and national cancer research strategy, outlook and environment;
  - d) promote a positive research culture which attracts, supports and retains researchers from diverse backgrounds, ensures an inclusive culture for all and maintains high standards of research integrity;
  - e) oversee the allocation of funding received by the Institution(s) under the Major Infrastructure Award and ensure fair and equitable access to all persons that qualify for access to the Major Infrastructure Award;
  - f) oversee and report on relevant activities to CRUK;
  - g) ensure that information reasonably requested by CRUK is provided in a responsive, transparent and timely manner;
  - h) inform or consult as appropriate with CRUK as a stakeholder in all significant branding projects that may affect the Major Infrastructure Award at the Institution(s);

- i) work with CRUK to agree fundraising and mass fundraising priorities within the Institution(s) and to ensure that the agreed priorities are communicated to and approved by the Institution's/Institutions' authorised representatives to the extent necessary;
- j) in their interaction with the public and other third parties, act as an ambassador for the Major Infrastructure Award and the network of Institutions that hold Major Infrastructure Awards locally, nationally and internationally;
- k) oversee the delivery of the CRUK branding, press and research engagement activities at the Research Locations relevant to the Major Infrastructure Award that have been set by CRUK;
- l) support CRUK's brand building and fundraising activities locally. This may extend to publicly acknowledging the Major Infrastructure Award and network of Institutions that hold Major Infrastructure Awards, showcasing outputs achieved using the Major Infrastructure Award; developing effective partnerships and collaborations; and acting as a figurehead for CRUK fundraising activities;
- m) upon reasonable request by CRUK from time to time arrange access to researchers, research space, materials, imagery and other promotional materials for the purposes of CRUK research engagement and communications, publicity and fundraising activities (including, without limitation, lab tours, events, open days, requests for research speakers and video content);
- n) work co-operatively with CRUK to agree and implement any High Value Philanthropic agenda; and
- o) share best practice within the network of Institutions that hold Major Infrastructure Awards with the aim of improving the quality of Major Infrastructure Awards and raise the profile of Major Infrastructure Awards.

4.11. Where the Institution(s) has 'CRUK Centre' designation (normally this is specified in the GAL):

- a) The Centre Director shall appoint, maintain and manage a team using staff of the Institution(s), that will as a minimum comprise the Centre Manager and Centre Training Lead referred to in clause 4.2 above;



- a) The Centre Team shall be led by and report to the Centre Director and the Centre Director may delegate certain of his responsibilities to members of the Centre Team as they consider appropriate.
- d) It is expected that the Centre Manager will manage the actual day-to-day operation of the Institution(s) under the supervision of the Centre Director. It is expected that the Centre Training Lead shall oversee delivery of the postgraduate training programme and, where relevant, coordinate activities and training strategies with the Clinical Academic Training Lead.

## **5. RESEARCH ENGAGEMENT**

5.1. Investing in research is part of the vision for the Major Infrastructure Award programme. CRUK desires that those who work with or come into contact with the network of Institutions that hold Major Infrastructure Awards realise and understand the importance of research and its potential to deliver patient benefit. Accordingly, CRUK requires the Institution(s) to adopt and generally pursue a policy of research engagement in carrying out its activities, including when setting goals, developing strategy and when looking to involve stakeholders who are at or associated with the Institution(s). The policy of research engagement is intended to give greater awareness of the importance of research and to engage, motivate and support the research community, patients and other stakeholders. In particular, CRUK requires the Institution(s) to adopt the following behaviours at all times while the Institution(s) continues to be entitled to receive a Major Infrastructure Award:

- a) support and develop a culture of research engagement at all Research Locations;
- b) ensure research engagement activity and participation is valued and expected of researchers at all levels, and other staff, with time and resource given for appropriate training and support.
- c) generally, encourage, facilitate and enable CRUK research engagement activities and initiatives;
- d) provide reasonable practical support to CRUK's fundraisers and events teams, helping deliver in-person events and activities at the Research Locations including hosting meetings, visits, open days, lab tours, providing speakers and producing promotional video;



- e) involve in relevant activities those individuals who are able to influence thinking and strategy such as 'MPs' and 'High Value Philanthropy' donors;
- f) take ownership of and be responsible for Research Location-led engagement activity;
- g) develop, resource and implement a rolling plan for public engagement with the local community including schools, education settings and the wider public that is led, resourced and delivered by the Institution's/Institutions' outreach, comms or research teams in consultation with CRUK's Science Engagement Team;
- h) keep CRUK's [Science Engagement Team](#) informed of any updates and opportunities for research engagement or more widely that are relevant to CRUK's Research Strategy and performance of the Major Infrastructure Award.

## **6. INFORMATION AND ANNUAL REPORTING**

- 6.1. The Institution(s) shall cooperate with CRUK in submitting reporting information as required by CRUK. Annual or other reporting requests may include matters relating to financial forecasts, budgets and spend against budgets, key decisions made or proposed to be made by the Governance Board or the Major Infrastructure Award Director, training metrics and performance as regards equality, diversity and inclusion within the organisation.
- 6.2. Additionally, the Institution(s) shall participate in a collaborative manner in any reviews of the Major Infrastructure Awards that CRUK reasonably decides to carry out in order to review past performance of the Institution(s) in respect of Major Infrastructure Awards, examine priorities, assist with strategic decision making and other matters that are likely to affect the medium- and long-term success of the Major Infrastructure Awards.
- 6.3. At all times, the Institution(s) shall cooperate with CRUK in a collaborative transparent manner and in good faith in respect of all reviews and make available all relevant information that is reasonably requested by CRUK in connection with any review.

6.4. The Institution(s) shall cooperate with CRUK to diligently implement any learning, improvements and recommendations that may be made by review panels following an annual or other review or reporting. Where the recommendation or improvement is significant the Institution(s) shall prepare a plan for its implementation and submit it to CRUK for approval.

6.5. The Institution(s) shall ensure that the Major Infrastructure Award Director:

- a) keeps CRUK informed of the activities and progress under the MIA Strategy. This includes keeping CRUK informed of the current staffing arrangements and proposed changes to these;
- b) provides CRUK, in a timely fashion, with all reports and information in connection with the Major Infrastructure Award as CRUK may reasonably request from time to time.

## **7. RESTRICTED INCOME**

7.1. CRUK may identify specific projects or awards from its research portfolio to be used to generate donations and then ring-fence those gifts to those projects. For the avoidance of doubt, donations generated using this method are not extra funds on top of the Major Infrastructure Award, but shall be deemed to form a part of the Major Infrastructure Award that CRUK has agreed to pay to the Institution(s).

## **8. BRANDING**

8.1. These Special Conditions are not intended to affect the use or management of the Institution's/Institutions' brand by the Institution(s) in relation to anything that is not associated with the Major Infrastructure Award and the rest of this clause is subject to that principle.

8.2. The Institution(s) will be referred to as is agreed with CRUK though the expected format will be: 'Cancer Research UK XXX Centre' etc. The agreed form must be used on all internal and external communications and in all public or other references to the Institution(s) or the Major Infrastructure Award.

8.3. The acronym 'CRUK' may be used in place of 'Cancer Research UK' for digital environments.

- 8.4. The Institution(s) will agree a branding scheme with CRUK relating to the Major Infrastructure Award ("**Branding Scheme**") in accordance with this clause 8. The Institution(s) must comply with the Branding Scheme in respect of the branding that it applies to all premises and communications that in either case are covered by the Branding Scheme. This includes, but is not limited to websites, exhibition stands, marketing, stationery, email signatures, business cards, job advertisements, bulletin boards, membership lists, conferences and other events, workshops and outputs of relevant committees. The Institution(s) acknowledge(s) that CRUK requires that the Branding Scheme is consistent with similar schemes that apply to the other Institutions that hold Major Infrastructure Awards so that there is uniformity and consistency of branding throughout that network.
- 8.5. Either party may acting reasonably request an audit or review of the Branding Scheme at any time and the parties shall cooperate together in good faith to discuss the request and update the Branding Scheme as appropriate. The Institution(s) shall not unreasonably refuse to make an update that CRUK requires as a result of revisions that CRUK makes to the CRUK Brand or the CRUK Brand Guidelines. Acting reasonably, CRUK shall have the final say on all matters relating to branding associated with the Major Infrastructure Award.
- 8.6. CRUK wishes to position CRUK Branding in a measured and practical way that has the potential to add value to the Brand and the public's awareness of CRUK's association with the Institution(s). Acting in accordance with this principle the Institution(s) will agree designs and specifications for signage and other aspects of CRUK Branding to be used at agreed Research Locations. The prominence of the CRUK branding relative to branding of third parties (where the inclusion of third-party branding is proper) should be commensurate with the level of support that CRUK is providing relative to the third party, taking into account not only the amount but also the duration of the support. In the event of any disagreement arising under this clause 8.6, the matter shall be escalated to the Governance Board but in any event, acting reasonably, CRUK shall have the final say in respect of the matter.
- 8.7. The Institution(s) shall establish a branded web presence for the Major Infrastructure Award – either a stand-alone website or appropriately branded web pages within an existing website – to promote the Major

Infrastructure Award's research activities, linking to CRUK's research website. The Institution(s) should take into account comments and recommendations made by CRUK from time to time in respect of the web presence.

- 8.8. CRUK hereby grants to the Institution(s) a non-exclusive, personal, worldwide, royalty-free, revocable, non-transferable licence (without any right to sub-licence), to use CRUK Brands solely for the purpose of the promotion, operations and activities of the Institution(s). The licence hereby granted shall automatically expire when the Institution(s) ceases to receive the Major Infrastructure Award for any reason. Save as mentioned in these Special Conditions, the Institution(s) may not use the CRUK Brands (including the CRUK name) without CRUK's permission.
- 8.9. The Institution(s) must ensure that each reference to and use of any of CRUK Brands by it is in accordance with the CRUK Brand Guidelines. In the absence of guidelines or if the guidelines are silent on any aspect, the use shall be consistent with the manner in which CRUK uses the CRUK Brands.
- 8.10. The Institution(s) should not use any of the CRUK Brands in any way which is likely to prejudice their distinctiveness or validity or the goodwill in them of CRUK. The Institution(s) undertake(s) not to apply to register any trade marks or trade names resembling the CRUK Brands as to be likely to deceive or cause confusion to members of the public.
- 8.11. The CRUK Brands are and will remain the property of CRUK and the Institution(s) shall not acquire any title or interest (legal or beneficial) in the CRUK Brands or associated goodwill as a result of their use of them, and all use of the CRUK Brands shall inure for the sole benefit of CRUK. The Institution(s) shall at CRUK's cost, do or procure the doing of, at the reasonable request of CRUK, such acts and things reasonably necessary (including the execution of documents) to protect the title of the CRUK Brands and to vest title in the CRUK Brands in CRUK absolutely.
- 8.12. CRUK's investment made through the Major Infrastructure Award programme must be appropriately recognised by the Institution(s) in all communications. This includes use of the CRUK logo in all communications including presentations, websites and formal documentation and shall recognise CRUK funding in announcements and press releases.

## 9. FUNDRAISING PRINCIPLES

- 9.1. **Support to CRUK.** The Institution(s) will support CRUK in CRUK's fundraising and philanthropy agenda.
- 9.2. **Acknowledgement and Cooperation.** The Institution(s) acknowledge(s) that the CRUK Brand and the Institution(s) Brand(s) and their mutual association in connection with the Major Infrastructure Award and the respective strengths of CRUK and the Institution(s) present(s) opportunities to fundraise which CRUK wishes to monitor and take advantage of.
- 9.3. The Institutions acting through the Major Infrastructure Award Director will work in a cooperative fashion with CRUK to increase the funding income of CRUK and also the funding available for the Institution(s).
- 9.4. **Double Funding.** The Institution(s) will ensure double funding does not take place and in particular that gifts are not solicited for any activity that is already funded by CRUK. However, the Institution(s) may fundraise in collaboration with CRUK to complement CRUK funding, providing it is compliant with this clause 9.
- 9.5. **Mass Fundraising.** The Institution(s) will not engage in Mass Fundraising to support cancer research, either for the activities that are intended to be funded by the Major Infrastructure Award or other cancer research activities at the Institution(s) or its affiliated or parent organisations that are within CRUK's research remit. "**Mass Fundraising**" means fundraising to a general audience, targeted at donors for gifts of less than £1,000 each. Fundraising with or from its students, staff, alumni, and patients or staff does not constitute a general audience or mass fundraising in this context and as such is not proscribed by these Special Conditions.
- 9.6. **Ambassadors for the CRUK Major Infrastructure Award.** The Institution(s) shall procure that the Major Infrastructure Award Director and their leadership team shall act as ambassadors for the Major Infrastructure Award and seek to raise the awareness and profile of CRUK and CRUK's Research Strategy. During any fundraising activities, the Institution(s) shall procure that its staff clearly differentiate in their statements and actions towards an external audience between situations where they are profiling or advocating the Major Infrastructure Award or showcasing CRUK-funded research and situations where that is not the case.

- 9.7. **Activities for other charities.** CRUK acknowledges that the Institution(s) will potentially need to support other charitable funders in such charitable funders' fundraising activities for cancer research; such activities are not proscribed by these Special Conditions. For clarity an entity that forms part of or is owned by the Institution(s) in which another charitable funder has a financial or strategic interest is not an "other charitable funder" for the purposes of this clause,
- 9.8. **Discrete Projects.** From time to time CRUK may require the Institution(s) to participate in discrete fundraising projects which bring together the resources and commitments of CRUK and the Institution(s). Accordingly, the Institution(s) undertake(s) to cooperate with CRUK in respect of such discrete fundraising projects.
- 9.9. **High Value Philanthropy fundraising.** The Institution(s) acknowledge(s) that from time-to-time CRUK may initiate fundraising campaigns that are directed towards raising substantial funds from high net worth individuals directly or through their associated philanthropic organisations to support long term research plans within and outside the Major Infrastructure Award programmes. The Institution(s) shall procure that the Major Infrastructure Award Director and their leadership team cooperate with CRUK to support such campaigns by assisting CRUK to: plan activities, showcase exciting and impactful research, offer prospective and existing high value donors opportunities be part of, associate with and to align with the presence and work of the Institution(s) (and the wider network of Institutions that hold Major Infrastructure Awards) and the MIA Strategy, and also by other reasonable means. The support from the Institution(s) shall include assistance with involving the high value donors to build associations with research themes, bespoke areas of research that are of importance to the high value donor, key opinion leaders and other researchers and with the Research Locations and to give recognition to high value donors. For clarity CRUK may from time to time directly contact and work with the Major Infrastructure Award Director to discuss, plan and agree the areas of support mentioned above in this clause.

## **10. DISPUTE RESOLUTION**

- 10.1. If a dispute arises in respect of the contract relating to the MIA Strategy or otherwise in connection with the Major Infrastructure Award that has not been capable of resolution by the Governance Board then the dispute shall be escalated to the Executive Director of Research & Innovation at

CRUK and a person with equivalent seniority and similar designation at the Institution(s). No legal proceedings may be initiated by CRUK or the Institution(s) unless these two officers have been given a reasonable opportunity to resolve the dispute first. If the dispute is not resolved at that level, then either party may refer the dispute to be finally resolved by arbitration under the LCIA Rules (as at present in force/in force at the time proceedings are commenced), which LCIA Rules are deemed to be incorporated by reference into these Special Conditions. The number of arbitrators shall be one. The place and seat of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English.

10.2. The parties to the dispute agree to keep confidential to themselves and their legal and other professional advisers the existence and details of any proceedings pursuant to this clause 10, including their submissions and evidence and all and any awards (including their content, reasons and result) except to the extent that such documents or information are in the public domain or required by a legal duty to be disclosed or disclosure is reasonably necessary to protect or pursue a legal right or remedy.

10.3. Nothing in this clause 10 shall prevent or impede CRUK or the Institution(s) from being free to apply for interim relief related to the dispute in a court of competent jurisdiction.

## **11. DEFINITIONS**

In these Special Conditions:

Branding Scheme	has the meaning given to this term in clause 8.4;
Centre Manager	means the individual referred to in clause 4.11 and for clarity applies only to Institution(s) that hold(s) have a 'CRUK Centre' designation;
Centre Team	means the team set-up by the Major Infrastructure Award Director pursuant to clause 4.11, inclusive of the Centre Manager and Centre Training Lead and for clarity applies only to Institution(s) that have a 'CRUK Centre' designation;



Centre Training Lead	means the individual referred to in clause 4.11 and for clarity applies only to Institution(s) that have a 'CRUK Centre' designation;
Centre's Training Accounts	means management of the postgraduate doctoral training programmes;
Clinical Academic Training Lead	means the individual referred to in clause 4.11 that coordinates the clinical academic training programme at the Institution(s);
CRUK Brand Guidelines	means the document titled 'CRUK Brand User Guidelines' a copy of which has been or shall be provided by CRUK to the Institution(s);
CRUK Brands	means the names: 'Cancer Research UK' and 'CRUK', and the CRUK logos together with any trade marks in whatever form that CRUK owns and uses from time to time in its fund raising activities;
CRUK Centre	means an Institution that is in receipt of a Grant Award Letter issued by CRUK under the funding scheme known as the 'Centre Awards';
CRUK Logo	Means the following CRUK logo including and variations of this that CRUK may use in its activities from time to time:



CRUK's Research Strategy	<p>The research strategy of CRUK, as may be amended from time to time, that outlines how CRUK will achieve its research ambitions as set out on the following CRUK webpages:</p> <p><a href="https://www.cancerresearchuk.org/funding-for-researchers/our-research-strategy">https://www.cancerresearchuk.org/funding-for-researchers/our-research-strategy</a>;</p>
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CRUK' Science Engagement Team	The team involved in all scientific content used by CRUK's mass and high-value philanthropic fundraising, as well as managing all restricted income.
GAL	has the meaning given to this term in the Standard Grant Conditions;
Governance Board	means the body that is described as the Governance Board in clause 4 of these Special Conditions, and which may variously be referred to as the 'Steering Group' or the 'Oversight Board' or as stated in clause 4.4;
Grant	has the same meaning as is given to this term in the Standard Grant Conditions and in particular in the context of these Special Conditions is the grant for the Major Infrastructure Award;
High Value Philanthropy	means raising money from high net worth individuals-directly or through their associated philanthropic organisations;
Institution(s)	in respect of a Major Infrastructure Award, the legal entity that is part of the network of institutes that receive Major Infrastructure Awards and is entitled to receive a Major Infrastructure Award. If the Major Infrastructure Award is made to and its use is intended to be restricted to a division or other part of the said legal entity then in these Special Conditions the term shall mean solely that part of the legal entity;
Institution(s) Brand	means the name(s) of the Institution(s), their logo(s) together with any trade marks in whatever form that the Institution(s) own(s) and uses from time to time in its fundraising activities;

Major Infrastructure Award	<p>means a funding award made by CRUK that CRUK refers to as a 'Major Infrastructure Award' and which CRUK makes available to a centre that has any one of the following designations, namely:</p> <ul style="list-style-type: none"> <li>- CRUK Centre;</li> <li>- CRUK Brain Tumour Centre of Excellence;</li> <li>- CRUK Lung Cancer Centre of Excellence;</li> <li>- CRUK Radiation Research Centre of Excellence; or</li> <li>- CRUK Clinical Trial Unit (CTU);</li> </ul>
Major Infrastructure Award Director	<p>means the individual appointed to act as the executive director of the Institution(s) from time to time in accordance with clause 4. For clarity: the 'Major Infrastructure Award Director may also be referred to as the "Lead"; and unless the context requires otherwise the term Major Infrastructure Award Director also includes the Co-Director;</p>
Mass Fundraising	<p>has the meaning given to this term in clause 9.5;</p>
MIA Strategy	<p>means the strategy that is approved by the Governance Board to be followed by the Institution(s) to achieve alignment with CRUK's Research Strategy using the Major Infrastructure Award;</p>
Research Locations	<p>means the premises occupied by the Institution(s) that directly benefit from the Major Infrastructure Award at which it is intended that scientific or other types of research shall be carried out as part of the Major Infrastructure Award;</p>
Special Conditions	<p>means these terms and conditions including any documents that are expressly incorporated into these Special Conditions by reference;</p>

Standard Grant  
Conditions

means the terms and conditions in the document titled: “Cancer Research UK Grant Conditions”, the prevailing version of which may be found at the following webpage:  
<https://www.cancerresearchuk.org/funding-for-researchers/applying-for-funding/conditions-of-your-grant>.

The rules of interpretation that apply to the Standard Grant Conditions apply equally to these Special Conditions save as expressly provided otherwise in these Special Conditions.

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