

# WE ARE MACMILLAN. CANCER SUPPORT

**THIS GRANT FUNDING AGREEMENT** is made between:

- (1) **Macmillan Cancer Support**, a company limited by guarantee registered in England and Wales (number 2400969) and a charity registered in England & Wales (261017) and in Scotland (SCO39907), whose registered office is at 89 Albert Embankment, London SE1 7UQ ("**Macmillan**"); and
- (2) [**Insert Partner Organisation name and registered address**] ("**Partner Organisation**"); and
- (3) **Macmillan Cancer Support Trading Limited**, a company limited by guarantee registered in England and Wales (2779446), whose registered office is 89 Albert Embankment, London, SE1 7UQ ("**Macmillan Trading**")

each a '**Party**' and together the '**Parties**';

## **PURPOSE**

- A. Macmillan provides medical, financial and emotional support to people affected by cancer.
- B. The Partner Organisation has an experienced and knowledgeable team to undertake this research into a virtual reality intervention to support people living with cancer.
- C. Macmillan has agreed to fund the Partner Organisation by way of a grant to carry out the research study titled [Insert Title], as further set out within this agreement.
- D. This Agreement, including the Schedules hereto, sets out the terms and conditions on which Macmillan has agreed to make the Grant available to the Partner Organisation. In the event of any inconsistencies between the terms of this Agreement and the Schedules or Appendices, the terms of this Agreement shall prevail.

### **1. Definitions**

In this Agreement the terms set out in Schedule 1B shall have the same meaning ascribed to them in that Schedule.

### **2. Term**

Unless varied or terminated earlier in accordance with this Agreement (including, for the avoidance of doubt, the General Terms set out in Schedule 1A), the period for which the Grant is awarded, and for which the terms of this Agreement will run, starts on 01 April 2018 and ends on 31 March 2019 (the '**Term**').

### **3. Payment and Use of the Grant**

- 3.1. The Grant shall take effect once this Agreement has been signed by both Parties and the Macmillan Licence Fee and the Partner Organisation Licence Fee have been invoiced and settled, as set out in conditions 11 and 12. No part of the Grant shall be paid before this point.
- 3.2. Subject to the terms of this Agreement, Macmillan will pay the Grant to the Partner Organisation in instalments in accordance with Schedule 2. Macmillan shall pay each instalment of the Grant within 30 days of receipt of the relevant invoice.

- 3.3. The maximum level of the Grant is stated in Schedule 2 and the Grant shall not be increased in the event of any overspend by the Partner Organisation. Should any part of the Grant remain unspent at the end of the Project, the Partner Organisation shall return any unspent Grant monies to Macmillan.
- 3.4. Nothing in this Agreement shall have the effect of the Partner Organisation providing a service to Macmillan and it is the intention of the Parties that payment of the Grant under this Agreement is outside the scope of VAT. In the event that a court of law and/or Her Majesty's Revenue & Customs determines that the Partner Organisation has provided a service to Macmillan under this Agreement, and the Grant is subject to VAT, then the Grant shall be deemed to be inclusive of VAT and other taxes which may be payable in relation to the Grant from time to time.
- 3.5. The Partner Organisation will issue invoices for each instalment of the Grant promptly and acknowledges and accepts that Macmillan will not be obliged to pay any invoices for the Grant submitted more than three (3) months after the date that the Project has been completed.
- 3.6. The Partner Organisation shall inform Macmillan immediately if any of the Grant is used for a purpose that is not permitted by this Agreement and shall, on request, provide Macmillan with such information, explanations and documents as Macmillan may reasonably require in order to establish that the Grant has been used only for the Project, and in accordance with this Agreement. The Partner Organisation will repay all such misspent sums to Macmillan promptly.
- 3.7. Any liabilities arising at the end of the Project including but not limited to any redundancy liabilities for Project Staff must be managed and paid for by the Partner Organisation using the resources of the Partner Organisation, not the Grant. There will be no additional funding available from Macmillan for this purpose.

#### **4. Macmillan's Support**

- 4.1. Macmillan will:
  - 4.1.1. support the Project by providing named contacts within Macmillan to support specific elements of the Project;
  - 4.1.2. respond in a timely manner to any queries or requests for information received by the Macmillan Representative from the Partner Organisation Representative.
  - 4.1.3. follow the principles of working laid out in Schedule 4.

#### **5. Purpose of the Grant**

- 5.1. The Partner Organisation will:
  - 5.1.1. use the Grant only for the Project and in accordance with this Agreement (including all Schedules) and the Proposal;
  - 5.1.2. carry out the Project and deliver the Project Outputs;
  - 5.1.3. not make any material change to the Project without the prior written agreement of Macmillan; and
  - 5.1.4. inform Macmillan as soon as possible if it experiences any delays or problems affecting the Project.

#### **6. Project Staff**

- 6.1. The Project will be led by the Partner Organisation Representative.
- 6.1. Macmillan does not act as an employer with respect to the Grant. If support is provided by the Grant for the employment of Project Staff, the Partner Organisation or its permitted subcontractors shall enter into a written contract of employment with each member of Project Staff. The Project Staff shall be employees of the Partner Organisation or its permitted subcontractors. The Grant shall not be used to pay any costs arising out of the termination of employment or redundancy of

Project Staff. Macmillan shall not be responsible for, nor will it indemnify, the Partner Organisation against any claim for redundancy, compensation, dismissal, discrimination or any other claims for which the host institution or any permitted subcontractor may be liable as an employer or otherwise.

- 6.2. If the Partner Organisation wishes to make any change to the Partner Organisation Representative, the Project Leader or the Project Team then it must notify Macmillan as soon as reasonably practicable and the Partner Organisation may, with Macmillan's prior written approval, appoint a suitably qualified and experienced substitute.

## **7. Reviews and Reporting**

- 7.1. The Partner Organisation shall closely monitor the progress and success of the Project to ensure that the aims and objectives of the Project are being met in accordance with the Monitoring Requirements.
- 7.2. The Parties will undertake regular reviews of the Project as set out in the Proposal.
- 7.3. The Partner Organisation shall provide Macmillan with regular progress reports on the Project as set out in the Proposal and Schedule 2 including but not limited to the Final Report on completion of the Project and/or expiry of this Agreement.
- 7.4. If the Partner Organisation is unable to carry out the Project in the way that was anticipated in the Proposal or if it is discovered that the Project would be better achieved in a different way, the Partner Organisation shall inform Macmillan immediately and Macmillan shall be entitled, at its discretion, to terminate this Agreement on reasonable written notice to the Partner Organisation or explore alternative solutions with the Partner Organisation.

## **8. Withholding, Suspending and Repayment of Grant Funding**

- 8.1. If Macmillan has reasonable grounds for believing that progress on the Project is not being maintained or that the Project is not being carried out in accordance with the Proposal and/or this Agreement, Macmillan will –
  - 8.1.1. discuss the situation with the Project Leader in good faith to see how the issues could be resolved; and
  - 8.1.2. if possible, and at Macmillan's discretion, agree an action plan with the Partner Organisation setting out steps that the Partner Organisation will take to improve matters.
- 8.2. If the steps set out in Clause 8.1 above do not improve the Project to Macmillan's reasonable satisfaction, Macmillan shall have the right at its discretion to –
  - 8.2.1. withhold or suspend payment of the Grant in whole or in part for an unlimited period while matters are investigated and resolved; and/or
  - 8.2.2. reduce the Grant by a reasonable amount; and/or
  - 8.2.3. require the Partner Organisation to repay some or all of the previous payments of the Grant.
- 8.3. Macmillan may at its discretion withhold or suspend payment of the Grant in whole or in part for an unlimited period and/or reduce payments of the Grant and/or require the Partner Organisation to repay some or all of the previous payments of the Grant if:
  - 8.3.1. any of the Grant has been used for any purpose other than the Project, or if any information given to Macmillan either during the process of applying for the Grant or during the term of this Agreement turns out to be fraudulent, materially inaccurate or misleading;
  - 8.3.2. the Partner Organisation fails to obtain any applicable approvals (ethical or otherwise);
  - 8.3.3. any employee, contractor, consultant or agent of the Partner Organisation does or says anything which could bring Macmillan into serious dispute or damage its good name;

- 8.3.4. the Partner Organisation or the Project Team becomes unable or unwilling to continue with the Project;
  - 8.3.5. the Partner Organisation ceases to carry on business, or passes a resolution for winding up (other than for the purposes of reconstruction or amalgamation) or has a winding up order made against it or has a receiver, administrative receiver or administrator appointed over any part of its undertaking or assets or becomes unable to pay its debts as they fall; or
  - 8.3.6. Macmillan becomes unable to provide the Grant or continue with the Project.
- 8.4. Without prejudice to any other rights under this Agreement, Macmillan may terminate this Agreement and any Grant on giving the Partner Organisation 3 months' written notice or immediately if Macmillan has exercised its rights under clauses 8.2 or 8.3.

## **9. Intellectual Property**

- 9.1. All Intellectual Property Rights in the Project Outputs including the Final Report shall be owned by the Partner Organisation.

## **10. Exploitation of Intellectual Property**

- 10.1. The Partner Organisation shall have procedures in place to identify, protect, manage and exploit Intellectual Property which is created as a direct consequence of the Grant, taking into account circumstances where the Project involves collaboration with third parties. The Partner Organisation shall ensure that anyone engaged in the Project is employed and/or engaged on terms which vest Intellectual Property Rights arising in the Project to the Partner Organisation.
- 10.2. Where Intellectual Property Rights are created during the Project, the Partner Organisation must obtain prior written consent (not to be unreasonably withheld in circumstances where it is an appropriate means of achieving public benefit and/or Macmillan's charitable objects) before making any commercial use of, or granting any third-party exploitation rights over, Intellectual Property Rights created as a consequence of the Grant.
- 10.3. As a condition of granting consent to any commercial use of third party exploitation of Intellectual Property Rights created directly from the Grant, Macmillan requires the Partner Organisation to enter into the Macmillan standard revenue and equity sharing terms that are in place at the time.

## **11. Macmillan Licence Fee**

- 11.1. Macmillan is the beneficial owner of the Macmillan Logo and confirms that Macmillan Trading has the right to license to other organisations the right to use the Macmillan Name and Logo.
- 11.2. In consideration of the payment of the Macmillan Licence Fee plus VAT (where applicable) by the Partner Organisation to Macmillan Trading:
  - 11.2.1. Macmillan Trading hereby grants to the Partner Organisation for the Agreement Term a non-exclusive, fully revocable, non-transferable licence, without a right to sub-license, to use the Macmillan Name and Logo on any materials solely in relation to the Project and Project Outputs, provided that such licence shall be subject to the following conditions:
    - 11.2.1.1. the Macmillan Name and Logo shall only be used by the Partner Organisation in the form set out in Schedule 3 and in accordance with Macmillan's brand guidelines, Macmillan's co-Branding guidelines and as notified to the Partner Organisation from time to time; and
    - 11.2.1.2. the Partner Organisation shall observe all reasonable directions given by Macmillan as to the reproductions of the Macmillan Name and Logo in its general use.

11.2.1.3. The Partner Organisation shall cease to use the Macmillan Name and Logo as Macmillan Trading may reasonably require and on expiry of the Agreement Term; and

11.2.2. Macmillan and Macmillan Trading may provide promotional services or facilities (as agreed with the Partner Organisation) in connection with the Project.

11.3. Macmillan shall act as an agent for the purpose of collecting the Macmillan Licence Fee on behalf of Macmillan Trading. Macmillan Trading shall invoice the Partner Organisation for the Macmillan Licence Fee and Macmillan shall pass the Macmillan Licence Fee income to Macmillan Trading when it is settled by the Partner Organisation either by payment of by offset by the invoice for the Partner Organisation Licence Fee.

## **12. Partner Organisation Licence Fee**

12.1. In consideration for the payment of the Partner Organisation License Fee plus VAT (where applicable) by Macmillan to the Partner Organisation, the Partner Organisation:

12.1.1. hereby grants to Macmillan for the period of this Agreement a non-exclusive, fully revocable, non transferable licence, without a right to sub-licence, to use the Partner Organisation Name and Logo in such form as the Partner Organisation may from time to time agree on any materials solely in relation to the Project, provided that such licence will be subject to the following conditions:

12.1.1.1. the Partner Organisation Name and Logo will only be used by Macmillan in the form stipulated by the Partner Organisation and will be used in accordance with the Partner Organisation's brand guidelines as notified to Macmillan from time to time;

12.1.1.2. Macmillan will observe all reasonable directions given by the Partner Organisation as to the reproductions of the Partner Organisation Name and Logo in its general use; and

12.1.1.3. may provide promotional services or facilities (as agreed with Macmillan) arising from, but not restricted to, use of the Macmillan Logo in connection with the Project.

12.1.1.4. shall ensure that it is clear to staff, volunteers, users and the public that Macmillan is funding the Project; and

12.1.1.5. hereby grants Macmillan an irrevocable, non-exclusive, royalty-free licence to publish, circulate or otherwise use the Project Outputs including the Final Report in the course of its activities.

12.2. Macmillan will cease to use the Partner Organisation Name and Logo as the Partner Organisation may reasonably require and on expiry of the Agreement Term.

12.2. A template Partner Organisation Licence Fee invoice is attached as schedule 6.

## **13. Accounts and Records**

13.1. The Partner Organisation will keep separate, detailed and up-to-date accounts and records relating to the Project including but not limited to the receipt and expenditure of the Grant and details of any complaints and how they are handled for 2 years from the date on which the Project ends.

13.2. Macmillan and its authorised representative(s) will be entitled to visit the Partner Organisation (upon reasonable notice) in order to inspect and audit all Project related accounts, records and documentation, and obtain such other information as Macmillan may reasonably require to enable it to complete its own internal audit, or for any other reasonable purpose connected with the Project

and shall have the right to take copies. The Partner Organisation shall give all necessary assistance to the conduct of such an audit.

- 13.3. The provisions contained in this Clause 13 shall survive expiry or termination of this Agreement for any reason whatsoever.

#### **14. Handling of Donations**

- 14.1. Each Party shall pass on to the other Party any payments that it receives, including legacies of which it is aware, that it reasonably believes the donor intended to be for the other Party, whether they are received during the term of this Agreement or afterwards.
- 14.2. The Partner Organisation shall ensure that neither it nor anyone else working on the Project –
- 14.2.1. opens or holds any accounts for the purpose of receiving money that is donated or raised in the name of ‘Macmillan Cancer Support’, ‘Macmillan Cancer Relief’, ‘Macmillan Nurses’ or any other names which include the word ‘Macmillan’; or
- 14.2.2. requests or keeps money, including legacies, intended by the donor to be for Macmillan, or given to the Partner Organisation employees or representatives on Macmillan’s behalf.
- 14.3. The provisions contained in this Clause 14 shall survive expiry or termination of this Agreement for any reason whatsoever.

#### **15. Publicity**

- 15.1. It is the intention of the Parties that the findings from the Project will be disseminated widely to maximise the benefits for people affected by cancer. Dissemination of the findings shall be governed by this clause and the dissemination section of Schedule 3.
- 15.2. The Parties shall agree with each other in writing all publicity for the Project (if any) before release of any Project Outputs and the Final Report into the public domain, in accordance with Schedule 3. The definition of public domain includes, but is not limited to, presentations at scientific conferences and public meetings, the publication of scientific papers, publishing social media or other online content, and the issuing of press releases. The Project Outputs and Final Report will be Confidential Information until they enter the public domain.
- 15.3. The Parties shall, and shall procure that they shall, consult with each other and each Party’s communications staff before answering media enquiries on the Project, to prepare an appropriate response.

#### **16. Complaints**

The Partner Organisation shall promptly inform Macmillan of any formal complaints that it receives about the Project and its response to and the outcome of such complaints.

#### **17. Warranty and Liability**

- 17.1. The Partner Organisation represents and warrants that:
- 17.1.1. it has the requisite power and authority to enter into this Agreement;
- 17.1.2. it will and has all necessary funds and resources to carry out the Project with all reasonable skill and care (assuming due receipt of the Grant);
- 17.1.3. all Project Outputs (whether in whole or in part) will not infringe the Intellectual Property Rights or any other rights of any third party and will, in all material respects, be accurate and up to date; and

17.1.4. it has not and shall not, and the Project Leader and all members of the Project Team have not and shall not, engage in and is not aware of any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 and it shall use all reasonable endeavours to prevent bribery, including by adopting and enforcing adequate procedures in accordance with the Bribery Act 2010 and by following the guidance issued under Section 9 of that Act.

17.2. Macmillan accepts no liability for any consequences, whether direct or indirect, that may come about from the Partner Organisation running the Project, the use of the Grant or the withdrawal of the Grant.

17.3. Subject to Clause 17.2, Macmillan's liability under this Agreement is limited to the payment of the Grant.

## **18. Fluctuations in Charitable Income**

18.1. The Partner Organisation acknowledges and accepts that the maximum amount of the Grant is fixed. As a charity, Macmillan is subject to unavoidable fluctuations in income. In the unlikely event that funds are not available to continue payment of the Grant, Macmillan will give reasonable notice of this to the Partner Organisation, following which this Agreement will be terminated. If Macmillan is forced to exercise its rights under this clause, it will do so acting in good faith and will use reasonable endeavours to minimise the impact on the Project.

## **19. Variations to the Agreement**

19.1. Any variations to this Agreement (including the Proposal) shall only be valid if made in writing and agreed between the Parties.

## **20. Legacy and exit strategy**

20.1. Both Parties shall work together from the outset to ensure the best possible legacy outcomes from the Project.

20.2. If this Agreement is terminated, the Parties will work closely to develop an exit strategy to ensure that the impact on users of the Project is reduced as much as possible.

## **21. Precedence**

If there is any inconsistency between any of the provisions of this document and its schedules and/or appendices, the provisions of this document shall prevail in preference to the schedules and/or appendices and the provisions of the schedules shall prevail over the appendices.

## **22. Governing law and jurisdiction**

This Agreement, and any non contractual obligations arising out of or in connection with it, will be governed by and construed in accordance with English law and the Parties will submit to the exclusive jurisdiction of the courts of England and Wales.

Signed on behalf of **Macmillan Cancer Support**:

\_\_\_\_\_

Print name:

\_\_\_\_\_

Job title: \_\_\_\_\_

Date: \_\_\_\_\_

Signed on behalf of [**Partner Organisation**]:

\_\_\_\_\_

Print name:

Job title:

Date: \_\_\_\_\_

Signed on behalf of **Macmillan Cancer Support Trading**:

\_\_\_\_\_

Print name: \_\_\_\_\_

Job title: \_\_\_\_\_

Date: \_\_\_\_\_

## Schedule 1A

### General Provisions

#### 1. Confidential information

- 1.1. Each Party will, for the term and six years afterwards treat as strictly confidential any Confidential Information disclosed to it as a result of this Agreement and shall not disclose it to any person save to the extent necessary to perform its obligations in accordance with this Agreement or as expressly authorised in writing by the other Party.
- 1.2. The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Confidential Information that -
  - 1.2.1. the receiving Party is able to prove was already in its possession at the date it was received or obtained from the disclosing Party;
  - 1.2.2. the receiving Party obtains from some other person without breach of an obligation of confidence owed to the disclosing Party;
  - 1.2.3. is independently developed by or for the receiving Party (as evidenced by written records);
  - 1.2.4. comes into the public domain otherwise than through the default or negligence of the receiving Party; or
  - 1.2.5. the receiving Party is required to disclose pursuant to any law or the order of any competent court or other regulatory or government authority to which the receiving party is subject, but in each case only to the extent required and for the purpose of such disclosure.

#### 2. Freedom of Information

- 2.1. Each Party shall inform the other party immediately (and in any event prior to any disclosure of information) of any requests for information under the Freedom of Information Act 2000 concerning the Project and will not make any disclosure of information without prior consultation with the other Party. Each Party shall work with the other to achieve a response which, as far possible within the constraints imposed by such Act, protects any Confidential Information and is acceptable to both Parties.

#### 3. Data Protection

Both Parties will adhere to the relevant provisions of the Data Protection Act 1998 and any other subsequent and/or applicable data protection legislation (the “Act”) as though they are data controllers and will not do anything to make the other party be in breach of their obligations under the Act.

#### 4. Force Majeure

- 4.1. If either Party is prevented from or delayed in performing any of its obligations under this Agreement by circumstances beyond its control, then the relevant obligations will be suspended while the circumstances continue. The affected Party must tell the other Party as soon as it knows that it has a problem and give the other Party proposals as soon as possible for how it can continue the Project. The affected Party will do its best to minimise the impact on the Project. As soon as the situation changes, the affected Party must tell the other Party and continue the Project as best as it can.

#### 5. Dispute Resolution

- 5.1. If a dispute cannot be resolved by amicable means, then either Party may refer the matter to a suitably qualified mediator (if none can be agreed, one will be nominated by the Centre for

Effective Dispute Resolution). Each Party undertakes to do the utmost to achieve a resolution within a reasonable timeframe through the mediation process and only to resort to legal action if that fails.

## **6. Insurance**

- 6.1. The Partner Organisation shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Partner Organisation arising out of the Partner Organisation's obligations under this Agreement including but not limited to death or personal injury, loss of or damage to property or any other loss.

## **7. Assignment**

- 7.1. The Partner Organisation may not, without Macmillan's prior written consent, sub-contract, transfer or assign the whole or any part of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant.

## **8. Notices**

- 8.1. Any formal notice will be in writing and be sent to the Party at the address stated at the head of this Agreement or such other address notified to the other party in accordance with this Clause. A notice will be deemed to have been served:

8.1.1. if it was served in person, at the time of service; or

8.1.2. if it was served by recorded post, forty-eight hours after it was posted.

## **9. No partnership or agency**

- 9.1. Nothing in this Agreement is intended to or will operate to create a legal partnership or joint venture of any kind between the Parties, or to authorise either Party to act as an agent of the other.

## **10. Severance**

- 10.1. If any provision of this Agreement is declared void, voidable, illegal or otherwise unenforceable by any competent authority or court, or any indication to that effect is received from any competent authority or court, the Parties will co-operate to amend the offending provision in such manner as to achieve its intention, or sever it from this Agreement (if capable of severance). The remainder of this Agreement will remain valid and in full force.

## **11. Rights of Third Parties**

- 11.1. Unless expressly provided in this Agreement, no term of this Agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

## **12. Waiver**

- 12.1. Failure to insist upon strict performance of this Agreement, or failure to exercise any right or remedy to which a Party is entitled will not constitute a waiver. A waiver of any default will not constitute a waiver of any subsequent default.

## **13. Entire Agreement**

- 13.1. This Agreement constitutes the entire agreement between the Parties and supersedes any previous agreements, discussions, arrangements and understandings between the Parties relating to its subject matter.
- 13.2. Each Party acknowledges that in entering into this Agreement it has not relied upon and shall have no right or remedy in respect of any statement, representation, assistance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement. Nothing in this Agreement shall limit or exclude any liability for fraud.

## Schedule 1B

### Definitions

The following words are used in this Agreement with the following meanings:

<b>“Agreement”</b>	means this agreement and the schedules and appendices attached to this Agreement;
<b>“Confidential Information”</b>	means all information used in or otherwise relating to a Party’s internal operations, future proposed activities and their Intellectual Property Rights or other technical, financial or commercial information disclosed to it as a result of this Agreement which is not publicly known at the date of disclosure;
<b>“Event of Force Majeure”</b>	means an event beyond the reasonable control of a Party that makes performance of this Agreement impossible including but not limited to: act of God, riot, civil disturbance or act of terrorism, fire, war, explosion or flood, provided that no event shall be treated as an Event of Force Majeure if it is attributable to a wilful act or omission by that Party or any failure to take reasonable steps to overcome the event by that Party;
<b>“Final Report”</b>	means the final Project report as described in the Proposal and Schedule 3;
<b>“Grant”</b>	means the amount of grant funding set out in Schedule 2;
<b>“Intellectual Property Rights”</b>	means all intellectual property rights including all patents, trade marks and service marks, rights in goodwill, present and future copyrights, database rights and design rights, whether or not any of them are registered or registrable and including applications for registration of any of them, trade secrets and rights of confidence, and all rights or forms of protection of a similar nature which have an equivalent effect to any of them which may exist anywhere in the world;
<b>“Interim Reports”</b>	means the written interim reports on progress of the Project as described in the Proposal and Schedule 3;
<b>“Macmillan Licence Fee”</b>	means £1 excluding VAT, as set out within the agreement, to be paid to Macmillan Cancer Support Trading Limited by the Partner Organisation in consideration for a licence to use the Macmillan Name and Logo in respect of the Project and for any associated services;
<b>“Macmillan Name and Logo”</b>	means the name MACMILLAN CANCER SUPPORT and the logo set out in Schedule 3 or as notified by Macmillan to the Partner Organisation from time to time;
<b>“Macmillan Representative”</b>	means the Macmillan staff member named as such in Schedule 2 and any successor that may be appointed by Macmillan and notified to the Partner Organisation;
<b>“Monitoring Requirements”</b>	means the monitoring requirements set out in Schedule 3 and the Proposal;
<b>“Parties”</b>	means the parties to this Agreement;

<b>“Partner Organisation Licence Fee”</b>	means £1 excluding VAT, to be paid to the Partner Organisation by Macmillan in consideration for a licence to use the Partner Organisation Name and Logo in respect of the Project and for any associated services.
<b>“Partner Organisation Representative”</b>	means the Partner Organisation staff member named as such in Schedule 2 and any successor that may be appointed by the Partner Organisation and notified to Macmillan;
<b>“Project”</b>	means the Project described in the Proposal;
<b>“Project Leader”</b>	means the person employed by the Partner Organisation who is named as the Project leader in the Proposal;
<b>“Project Outputs”</b>	the project outputs described in the Proposal;
<b>“Project Staff”</b>	means the members of staff, if any, referred to in the Proposal and employed by the Partner Organisation or third parties to undertake the Project and their successors in post, whether or not their successors have identical titles or role descriptions (so long as they carry out similar duties to those described in the Proposal);
<b>“Project Team”</b>	means those employees, contractors or consultants who will work on the Project and who are referred to in the Proposal;
<b>“Proposal”</b>	means the Proposal set out in Appendix 1.

## Schedule 2

### Administrative and Financial Arrangements

Date by which Project must start	<a href="#">Click here to enter text.</a>
Any other relevant information	
Maximum total amount of funding payable	£
Length of Funding* period	<a href="#">Click here to enter text.</a>
Payment arrangements	Payments are made: 1. in arrears, with the exception of the Q1 payment which will be made on commencement of the project; 2. subject to receipt by the Macmillan Representative of the signed invoice for each payment and for the first instalment receipt of the Partner Organisation Licence Fee invoice; 3. at agreed intervals, in accordance with the Schedule of Payments below.
Schedule of Payments	Subject to the 'Payment arrangements' above, Macmillan shall pay the Grant as follows:
Macmillan Representative	<a href="#">Click here to enter text.</a>
Partner Organisation contact for all day to day issues relating to this Agreement	<a href="#">Click here to enter text.</a>
Address formal notices to:	

### Schedule 3

#### Monitoring, Reporting and Publications Requirements

Item	Project Team Obligations
<b>Progress Reports</b>	<p>The Partner Organisation will report on Project progress and Grant expenditure to the Macmillan Representative on a monthly basis throughout the duration of the Project and the Partner Organisation will at Macmillan's reasonable request from time to time give Macmillan verbal or written reports on any aspect of the Project.</p>
<b>Interim Reports</b>	<p>The Partner Organisation will provide Macmillan with Interim Reports on progress of the Project as described in the Proposal.</p> <p>The exact layout, frequency and content of the Interim Reports will be agreed between the Parties in writing, but may include:</p> <ol style="list-style-type: none"> <li>1. an executive summary;</li> <li>2. background and context;</li> <li>3. methodology;</li> <li>4. findings;</li> <li>5. conclusions and recommendations;</li> <li>6. impact indicators;</li> <li>7. breakdown of receipt and expenditure of Grant to date.</li> </ol>
<b>Final Project Report</b>	<p>The Final Report will be submitted to Macmillan at the completion of the Project.</p> <p>The exact layout and content of the Final Report will be agreed between the parties in writing, but is likely to set out (as a minimum):</p> <ol style="list-style-type: none"> <li>1. an executive summary</li> <li>2. background and context;</li> <li>3. methodology;</li> <li>4. findings;</li> <li>5. conclusions and recommendations;</li> <li>6. impact indicators;</li> <li>7. full breakdown of all receipt and expenditure of Grant.</li> </ol> <p>The Final Report will be provided to Macmillan in electronic format. the Partner Organisation will agree with the Macmillan Representative the number of physical (bound) copies which the Partner Organisation will also provide to Macmillan.</p> <p>Macmillan shall confirm its acceptance of the Final Report to the Partner Organisation in writing.</p>

Item	Project Team Obligations
<p><b>Acknowledgement</b></p>	<p>The Partner Organisation must include in every communication and/or output about, relating to, resulting or deriving from the Project and in all references to Macmillan funded work on websites, electronic bulletin boards and other similar and applicable sites, the notice:</p> <p>“funded by Macmillan Cancer Support”</p> <p>and, where appropriate, Macmillan’s partnership logo as reproduced below:</p> <div data-bbox="523 616 1002 862" data-label="Image"> </div> <p>The Partner Organisation will follow Macmillan’s brand guidelines when using the Macmillan name and logo and any other applicable requirements notified to the Partner Organisation by Macmillan from time to time.</p>
<p><b>Dissemination</b></p>	<p>The Partner Organisation will send to Macmillan a draft copy of any material deriving from the Project intended for publication at least 28 days before the date for submission for publication. Macmillan will have 7 days to comment on the draft copy and the Partner Organisation will not publish any materials without Macmillan’s prior written consent.</p> <p>The Partner Organisation will accommodate reasonable requests from Macmillan where these do not affect the independence of the research programme, including those that relate to supporting wide dissemination of the findings as set out in 12.1.</p> <p>Where applicable, the Partner Organisation will commit to expressing Project Outputs using statistical methods that are scientifically robust and support wide dissemination as set out in 12 and governed by Schedule 3.</p> <p>Engagement with key stakeholders should inform development of research objectives and interpretation of results and application. Wide engagement is encouraged to raise awareness of projects and facilitate implementation.</p> <p>The Project Outputs should include a communication and engagement plan, which will be agreed with Macmillan prior to publication.</p> <p>Press releases and publications will be jointly branded between Macmillan and the Partner Organisation. The Macmillan media &amp; PR team will lead on developing and issuing each press release</p>

<b>Item</b>	<b>Project Team Obligations</b>
	unless otherwise agreed by both parties, with input from the Partner Organisation's main Project representative accountable to Macmillan and the Partner Organisation's media team. Macmillan will support dissemination of other communications outputs through available channels as appropriate and as agreed for each output.

## Schedule 4 - Principles of working

The below principles frame the relationship that Macmillan expects to have with its Partner Organisations:

<b>Principle</b>	<b>Principle in practice</b>
1. Working in partnership	Partnership is the best way to ensure maximum impact and this should be a two-way relationship. Macmillan will contribute internal expertise and networks to support and promote the research. Partner Organisations will work with Macmillan to maximise the potential of the research to benefit people affected by cancer.
2. Involving people affected by cancer	Partner Organisations will consider in what ways people affected by cancer can be meaningfully involved in their research. Macmillan believes that this supports impactful research. Macmillan can provide examples of successful involvement and facilitate access to volunteers affected by cancer.
3. Regular communication	Partner Organisations will maintain an ongoing dialogue with Macmillan through regular reporting and will share their findings with Macmillan at the earliest opportunity. In turn, Macmillan will provide a named contact for each Grant and will respond promptly to queries, issues or updates.
4. Dissemination and engagement	Notwithstanding any of the requirements set out within the Agreement, Partner Organisations will work closely with Macmillan teams (including Evidence, Media and PR, Policy, Campaigns and Influence, and Fundraising) to plan and undertake communications and attend engagement events to raise awareness of their research and its findings. Macmillan will support Partner Organisations to deliver communications in accessible ways, especially for people affected by cancer, donors and the general public.
5. Open access	Open access to research outputs is an important way of maximising the impact of research. Partner Organisations are expected to share their research outputs (not just publications, but also datasets and other outputs) with the wider research community, and with the public and other audiences as appropriate. Macmillan will support open access publication costs.
6. Long term impact monitoring	Impact can take a long time to emerge, often beyond the timescales of a research project. Macmillan will want to work with Partner Organisations to monitor impact both during and beyond the grant funding period. Partner Organisations are encouraged to maintain longer term contact with the charity through its research community.

## Schedule 5 - Timeline

## **Appendix 1**

### **Proposal**