

## **EACR-Mark Foundation-Pezcoller Foundation**

### **RISING STAR AWARD**

#### **Award Terms & Conditions**

**Purpose:** The EACR-Mark Foundation-Pezcoller Foundation Rising Star Award, the “Award” is intended to support [name], *the “Principal Investigator” or the “PI” to carry out the project described at Appendix 1 at [name of institution], the “Institution”.*

**Term of Award:** <<*insert date*>> – <<*insert date*>> (*maximum of two years*)

**The Project:** As described in the application for the Award and attached at Appendix 1.

**Use of Funds:** Award funds may be used solely for the purpose of funding the approved project. Funds may not be used for equipment purchases, and no more than €10,000 of the funds may be applied toward indirect costs of the project. Funds will be awarded as set out in the application and attached at Appendix 2.

If the PI becomes unavailable to work on the project for more than 30 days, the EACR must be notified immediately and may elect to withhold funding or terminate the Award. Funds are not transferrable between institutions.

Institution must return all Award funds that are not used in support of the project and are not authorized by the EACR for an alternate use, including any such funds that remain on hand at Institution at completion of the project or earlier termination of the Award. In addition, Institution must return unspent Award funds immediately upon becoming aware that the PI has engaged in fraud, scientific misconduct, or any other behavior that is reasonably likely to cast doubt upon the results of any research or the integrity of any data, or has engaged in any behavior that could adversely affect the reputation, image, mission, or integrity of the EACR.

If the PI is subsequently awarded ERC Starting Grant funding for the project, having been initially placed on the reserve list, then Institution

agrees to return Award funds on a pro rata basis from the start date of the ERC funding to the end date of the Award.

**Records:** Institution must keep detailed, accurate and separate records of use and expenditure of Award funds and of materials and other activities financed by the Award. During the term of the Award and for three (3) years thereafter, Institution agrees to make such records available to authorized representatives of the EACR upon request.

**Reporting:** The PI shall submit a narrative scientific report and a financial report, due thirty (30) days after the end date of the Award period. The PI also will provide additional reports as needed and as reasonably requested by the EACR to monitor the progress made in accomplishing the purpose of the Award.

**Publications:** The PI acknowledges that it is a condition of the Award that the results of the funded project be made publicly available and that the funders receive appropriate acknowledgement in all publications and presentations. The PI shall use the following acknowledgement statement in any publications or other public communications about the Award, including in publications of the results of the project carried out under the Award: “Supported by an award from the European Association for Cancer Research, The Mark Foundation for Cancer Research and the Pezcoller Foundation”.

**Intellectual Property:** Intellectual property conceived, reduced to practice, or otherwise developed by the PI using Award funds (the “Project IP”) shall be owned and managed by Institution in accordance with its applicable policies. PI shall notify the EACR upon submitting an invention disclosure or similar document disclosing any Project IP to Institution’s technology transfer or similar office, and the PI shall provide EACR with a copy of such disclosure promptly thereafter.

Institution agrees that the EACR and the other funders of the Award (i.e., The Mark Foundation for Cancer Research (U.S.) Ltd. and the Pezcoller Foundation) shall have, and Institution hereby grants to all such parties, a non-exclusive right and license to use and to practice the Project IP for non-commercial research purposes related to the diagnosis, treatment, prevention and/or cure of cancer and its complications. The foregoing license survives expiration of the Award term and is sublicensable to academic and other non-profit research institutions for non-commercial research purposes, and to third party research organizations (such as contract research organizations) that are carrying out non-commercial research.

**Commercialization:** In the event Institution receives an expression of interest from a third party that is interested in taking an option or a license to any Project IP,

or intends to form a spin-out company to commercialize any Project IP, Institution or the PI will notify EACR of the same and will make reasonable efforts, upon request, to introduce EACR to the potential licensee of such Project IP. This requirement will survive expiration of the Award term.

- Compliance: The PI shall carry out the project under the Award in compliance with good scientific practices and all applicable laws, rules and regulations, including those applicable to protecting the rights, integrity and confidentiality of human trial subjects (including, to the extent applicable, approval of any human trials by an appropriately constituted institutional review board or independent ethics committee); those applicable to the treatment of animals in research; those applicable to the operation of research facilities; those relating to non-discrimination, sexual harassment, and equal employment opportunity; and those applicable to data protection, data privacy and information security. The PI will not commence any work on the project until the PI has received all required institutional approvals.
- Liability: EACR and the co-funders exclude to the fullest extent permissible by law any liability in connection with the Award and any research carried out under the award.
- Termination: EACR and the co-funders reserve the right to terminate the Award on 30 days' notice if it becomes aware of any breach of these terms and conditions and, where capable of remedy, such breach is not remedied within 30 days by Institution.
- Anti-Terrorism and Anti-Bribery: Institution acknowledges that it does not support or promote violence or the destruction of any State, provide resources or support to individuals or organizations associated with terrorist activity or related training, or provide subgrants to any individuals or organizations that engage in any of these activities.
- Institution further acknowledges that none of the activities financed by the Award violates any laws that prohibit corrupt payments to government officials for the purpose of obtaining or keeping business and that the funders of the Award have not authorized any activity that would constitute such payments. Institution will ensure that Award funds are not used to make corrupt payments to government officials for the purpose of obtaining or keeping business.
- Publicity: EACR and the co-funders of the Award may use the name of the Institution and the PI's name, likeness, and biographical information on their websites and in other public materials and statements to identify the PI as the recipient of the Award.

Jurisdiction: This agreement shall be subject to the laws of England and Wales and the jurisdiction of the English courts.