

The James Tudor Foundation
WestPoint
78 Queens Road
Clifton
Bristol
BS8 1QU

Telephone: 0117 985 8715
Fax: 0117 985 8716

Application Guidelines

Revised and amended July 2010

Table of Contents

About the Foundation2
The history of The James Tudor Foundation 2
The objects of The James Tudor Foundation..... 3
The Council 3
Honorary officers 3

Registration.....	3
Address	3
The James Tudor Foundation	4
What we do	4
Equal opportunities and diversity	4
How to apply – a brief guide.....	5
1.Read about the Foundation.....	5
2.Read the guidelines	5
3.Check what we do not or are very unlikely to support.....	5
4.Fill in the application cover sheet.....	5
5.Write your proposal document.....	5
6.Enclose supplementary information	5
7.Post it.....	5
Who can apply	6
Exclusions (what the Foundation does not support)	6
What the Foundation is unlikely to support.....	6
What the Foundation occasionally supports.....	6
Research.....	6
Awards and scholarships	6
Building or refurbishment projects	6
Equipment.....	6
Programme areas – What we are likely to support	7
Palliative care.....	7
Medical Research	7
Health Education, awards and scholarship.....	7
The direct relief of sickness	7
The fulfilment of our charitable objects by other means.....	7
Information to help you apply	8
Types of grants made	8
Grants for more than one year.....	8
Programmes	8
When to apply.....	8
What happens to your application	8
How long will it take to get a decision?.....	8
Progress reports	8
Applying again.....	8
How to apply	9
Writing your application	10
Your proposal document.....	10
Points to cover	10
Application cover sheet.....	12
about your organisation.....	12
About your proposal	14
Checklist of information to send us.....	16
terms and conditions:.....	Error! Bookmark not defined.

About the Foundation

The history of The James Tudor Foundation

The James Tudor Foundation was established in 2004 and funded by endowment, following the transfer of membership rights from BCWA Healthcare to the HSA Group.

The objects of The James Tudor Foundation

The Foundation has been incorporated with the following objects:

- (a) the relief of sickness and the provision of financial assistance in any form to persons suffering hardship or distress arising from age, ill-health or infirmity of either themselves or any other person on whom they are dependent or who is dependent on them, or arising from the death of any such person;
- (b) the carrying out of any other legally charitable purpose in relation to the relief of sickness, poverty or the advancement of education, or any other charitable purpose, provided that in every case the purpose is of a wholly charitable nature and for the public benefit;

in the United Kingdom or anywhere else in the world

The Council

Chairman and Director

Martin Wren

Directors:

Richard Esler
Malcolm Field
Roger Jones
Cedric Nash

Honorary officers

President

Peter James

Vice Presidents:

Alan Tasker
Neil Dallas
Roger Celestin

Chief Executive
& Company Secretary

Roderick Shaw

Registration

Registered in England & Wales

Registered charity number

1105916

Address

The James Tudor Foundation

WestPoint

78 Queens Road

Clifton

Bristol

BS8 1QU

The James Tudor Foundation

What we do

The James Tudor Foundation is a charitable organisation established for the relief of sickness. The Foundation makes grants, gifts or loans within its area of benefit, principally to organisations that can maximise the effectiveness of its donations.

The Foundation operates mainly within the United Kingdom.

We prefer to consider applications from organisations that have been established for at least two years and that are registered as charities within the United Kingdom.

We also prefer smaller charities rather than large national charities that enjoy widespread support.

We make grants for charitable purposes, usually across the UK, in five programme areas:

- Palliative care
- Medical research
- Health education, awards and scholarship
- The direct relief of sickness
- The fulfilment of our charitable objects by other means

We expect to receive more applications than we are able to fund. If you are thinking of making an application, please ensure it:

- Is within an area of benefit the Foundation will support
- Is clear and concise
- Is for funding where non-charitable sources are not available
- Shows a clear need for assistance

We expect to make total donations of up to £1 million a year.

As well as making grants in response to applications we receive, we set aside funding for other uses such as awards and scholarships where they fall within our area of benefit. Such awards must comply with the objects of the Foundation and be for charitable purposes only.

Equal opportunities and diversity

The Foundation wishes its practice of supporting and encouraging equal opportunity and diversity to be matched in receiving organisations.

We welcome applications for funding from all sections of the community.

How to apply – a brief guide

1. Read about the Foundation

Please read the opening page first. It will help you quickly identify if we are likely to help you or your organisation.

2. Read the guidelines

Please read these guidelines carefully to make sure that you are eligible to apply for funding.

3. Check what we do not or are very unlikely to support

Please check the exclusions (what the Foundation does not support) and what the Foundation is very unlikely to support on page 5.

4. Fill in the application cover sheet

The application cover sheet is on page 12 of these guidelines. It helps us to deal with your application more quickly. If you are sending detailed information we ask that you submit this in a proposal document. We may ask for this at a later stage if it has not already been provided.

5. Write your proposal document

You might wish to write your proposal document at this stage, by following the recommended 'Points to cover' on page 10.

6. Enclose supplementary information

There is a checklist of information to send us on page 16.

7. Post it

Make a copy of the entire application for your records and send the original to us.

We cannot accept your application by fax or email – you must post it to us.

You must enclose of stamped addressed envelope so that the Foundation can acknowledge your application

If you have communication needs that make it difficult for you to send us your application, please contact us.

We review these guidelines regularly.

Who can apply

The purpose for which you are applying must be legally charitable and for the public benefit as defined by the Charity Commission. Your constitution must allow you to carry out the work you propose. We would prefer your organisation to be a registered charity.

Exclusions (what the Foundation does not support)

We will **not** accept applications for grants:

- that directly replace, or negatively affect, statutory funding
- for work that has already taken place
- for endowment funds
- for community development
- for adventure or residential courses, expeditions or overseas travel whatever the purpose
- for sport or recreation uses, including festivals
- for environmental, conservation or heritage causes
- for animal welfare
- from applicants who have applied to us within the last 12 months.

What the Foundation is unlikely to support

There are also categories of work or organisations that we are unlikely to fund, such as:

- large national charities which enjoy widespread support
- local organisations which are part of a wider network of others doing similar work.

For example: Age Concern or Mind.

What the Foundation occasionally supports

Research

We will fund research where its aims match our objects and where we consider that it is likely to have a beneficial impact.

Awards and scholarships

We will occasionally fund awards and scholarships where they demonstrate that they contribute to the Foundation's areas of benefit.

Building or refurbishment projects

The Foundation is less likely to make grants towards capital projects (i.e. buildings and refurbishment costs). However, capital projects will be supported where clear benefit and good management are demonstrable.

Equipment

Items of equipment may be funded, particularly if part of a wider proposal. You should contact us first if your proposal includes requests for equipment funding.

Programme areas – What we are likely to support

The five areas set out below show the nature of work for which the Foundation is likely to provide funding. It is not prescriptive, but it should help you identify where the Foundation is most likely to provide funding for the work that you do.

In every case where we make a donation the purpose must be of a wholly charitable nature and for the public benefit. We will ask you to demonstrate how the grant applied for meets the test of public benefit.

Palliative care

Palliative care is defined by the World Health Organisation as:

“... the active holistic care of patients with advanced, progressive illness. Management of pain and other symptoms and provision of psychological, social and spiritual support is paramount. The goal of palliative care is the achievement of the best quality of life for patients and their families”

The Foundation will regard applications within this area as a priority for funding considerations.

Medical Research

The objects of the Foundation include provision for the dissemination and publication of the results of medical research wherever it is carried out.

Priority will be given to research that aims to provide relief to those suffering from sickness, hardship or distress, arising from age, ill-health or infirmity.

Health Education, awards and scholarship

The Foundation is committed to the provision and improvement of medical education, knowledge and research by any means.

This programme is by its nature wide and diverse. It may include disease prevention and education, medical education, health communication, public health and preventative medicine.

The funding priorities for this programme will be those requests that provide for the greatest good. They will not necessarily be wholly UK based proposals.

The Foundation will consider scholarships, prizes and grants for any deserving person engaged in the field of healthcare or medicine, although this funding is usually conducted through a sponsoring organisation.

The direct relief of sickness

The Foundation has been established with principal object of the relief of sickness. It may be that funding outside of the other four areas could benefit those in need who are within our area of benefit.

The fulfilment of our charitable objects by other means

Occasionally, we may receive applications that do not neatly fit into one of the above programmes. Where it is clear to us that the proposal will help us achieve our charitable objectives, and would help those in need who are within our area of benefit, we will consider such a proposal.

Information to help you apply

Types of grants made

We will more usually support project costs, although core costs will be considered.

Core costs may include capital development or running costs such as staff salaries and overheads.

Grants for more than one year

Grants are usually for one year but may be for more. Generally, we will not make grants for longer than three years. Thought should be given to how needs would be met beyond the support of the Foundation.

Programmes

You will need to nominate the programme that best fits your proposal. Making your work fit more than one programme will not increase your likelihood of receiving a grant, but please do let us know if your work genuinely fits more than one programme.

When to apply

We do not set deadlines for applications and you can apply for a grant at any time.

Our governing body, the Council, usually meets four times a year but you do not need to time your application to coincide with these meetings. We do not publish the dates of the meeting of the Council.

What happens to your application

If you have enclosed a stamped, self-addressed envelope we aim to send you an acknowledgement letter within one month of receiving your application. If your proposal is ineligible we will tell you in this letter. We will assess all eligible applications and may contact you for further information.

How long will it take to get a decision?

We aim to make decisions on most grants within four months. If your application is likely to take longer than this we will let you know within six weeks of your making the application.

Progress reports

If you receive a grant, you will be asked for progress reports telling us how the work is developing. We would normally expect a report every six months. We have produced a separate document on what we expect after a grant is awarded. This will be provided to successful applications, and is available on request.

Applying again

If you have had an application refused, you can apply again 12 months after you sent us your last application. If this happens please carefully check that your request meets our objects.

If you have received funding in the past you may apply again, but further awards cannot be guaranteed.

If you are currently funded by the Foundation and wish to apply for a grant to continue or develop this work, you should contact us at least six months before the end of the grant.

How to apply

1. Read the guidelines

Please read these guidelines carefully to make sure that you are eligible to apply for funding, that your proposal fits our priorities and that you send us the information we need.

2. Check what we do not or are very unlikely to support

Please check the exclusions (what the Foundation does not support) and what the Foundation is very unlikely to support on page 5.

3. Fill in the application cover sheet

The application cover sheet on pages 10 of these guidelines helps us to deal with your application more quickly. The questions which limit you to a number of words may be entered on to a database. Detailed information should be submitted in a proposal document.

4. Write your proposal document

Write your proposal document by following the 'Points to cover' on pages 10.

5. Enclose supplementary information

– see checklist on page 16

There is a checklist of information to send us on page 16. You may also send other documents that you think are relevant to your application, although we will not be able to read large amounts of additional information.

6. Post it

Make a copy of the entire application for your records and send the original **together with a S.A.E. to:**

Grant Applications
The James Tudor Foundation
WestPoint
78 Queens Road
Clifton
Bristol
BS8 1QU

We cannot accept your application by fax or email – you must post it to us. We will not acknowledge receipt of your application unless you include a SAE.

If you have communication needs that make it difficult for you to send us your application, please contact us.

Writing your application

Your proposal document

Please cover the points 1-13, set out below, in your application. Some points will be more relevant to your proposal than others, but please address as many as you can.

We generally expect an application for under £10,000 to be no more than two sides of A4. Applications for over £10,000 would generally be four sides of A4 but are occasionally more.

Points to cover

1. A brief description of your organisation

This should include your aims, date established, size, structure, governing body, legal status, number of staff and volunteers, and the geographical area where you work.

Also tell us briefly about your organisation's track record and recent achievements.

2. What is the need for the work and how have you identified it?

Why have you decided to do this work? Who have you consulted about your project/proposal? Will these works build on your previous activities?

What are your links with other organisations doing similar work?

3. What will our funding support?

Please summarise the work you want to do.

What activities are planned? Where will they take place? How long will they take? When will they be completed? How does it meet the requirement for public benefit?

4. What do you want to achieve through the work and who do you aim to reach?

Please specify what the results of the work will be.

What specific differences will the work make? Please give numbers of beneficiaries and who they are, for example their ethnic origin, age, gender and whether they have any disabilities. What will make this work a success?

5. How does the work meet the test of public benefit?

Please clearly demonstrate how you believe the work for which you are seeking funding will provide 'public benefit' as defined by the Charity Commission

6. How does the work match the objects of The James Tudor Foundation?

The objects can be found on page 4.

7. How will you attract and involve the people who you aim to benefit?

8. Who will do the work and how will it be supervised and managed?

9. How will you evaluate whether your work achieved what it set out to do?

Please explain how you will assess the progress of the work against the results described in point 4.

10. What plans, if any, do you have to share the results of your work with others?

How will others benefit from your learning?

11. How will you continue the work after our grant has ended and how is it to be funded?

If you have no plans to continue the work, please tell us how it will be wound down.

12. Please provide us with the following financial information:

(a) An income and expenditure budget for the proposed work. This must show:

- (i) the categorised costs of carrying out the work you are proposing for each year, clearly showing the funding you are requesting from us
- (ii) any income already secured towards these costs or expected from other sources. Tell us what these sources are
- (iii) other income still to be raised and from where you plan to raise it.

(b) Are you applying elsewhere for the same funding for which you are applying to The James Tudor Foundation? If so, please provide details.

(c) The current year's summary income and expenditure budget for the organisation as a whole. If your application is for more than one year, please provide summary budgets for each year if possible.

(d) Your most recent annual report.

(e) Your most recent full accounts (if not for your last financial year, please let us know when these will be available).

13. If your organisation is not a registered charity, please send us a copy of your constitution or set of rules.

This should set out:

- the organisation's name and objectives
- what happens to the organisation's profits (if relevant)
- how the governing body is elected or appointed
- what will happen to the assets if the organisation closes down
- the date the constitution or set of rules was adopted
- the signature, name and position of Chair or other senior office holder.

Reference number _____

(office use only)

Application cover sheet

Before completing this application cover sheet, please take time to read our guidelines carefully to make sure you are eligible to apply.

To help us process your application quickly, please make sure that you answer all the questions you can and attach all the requested enclosures, including your proposal document.

Please use this application cover sheet as the front page of your application.

Section one

about your organisation

Legal name of your organisation (if your application is successful, we will make the grant payment out to this name unless you tell us otherwise)	
Name by which your organisation is commonly known, if not the same as above	
Date established	
Charity Registration Number	
Main contact (the person we should write to)	
Title (Mr/Mrs/Ms/Miss/Other)	
Job title/Role within the organisation	
Organisation's main address	
Postcode	
Telephone	
Fax	
E-mail	
Organisation's website address	

Section one, continued

Address (for main contact and correspondence) if different	
Postcode	
Telephone	
Fax	
E-mail	

Local authority area in which your organisation is located	
Local authority area(s) which the proposal will benefit (if different from above)	
Have you applied to The James Tudor Foundation before?	NO <input type="checkbox"/> YES <input type="checkbox"/>
If Yes please provide details:	
Please tell us how you heard about the James Tudor Foundation:	

Section two

About your proposal

What is the title of the project or activity?

Please complete the following two sentences using no more than 25 words for each. This will be used in our management reports. You can give us more detail in your proposal document.

The work to be funded aims to...

We want to use our grant to pay for...

How much money in total are you requesting from the Foundation?

£

Section two, continued

Over what period will the grant be spent? Please insert dates below.

Start ____/____/____

End ____/____/____

Please be aware that any false information provided to support this application will result in the application being rejected and no future applications being considered from you by the James Tudor Foundation.

A Director or Trustee of the organisation (or person in charge) should sign below.

I confirm that to the best of my knowledge and belief all the information in this application is true and correct. I declare that I am authorised to make this application and I have read and accept the terms and conditions listed in the guidelines.

Signed	
Date	
Full name	
Job title/Role	

Checklist of information to send us

We aim to let you know as quickly as possible whether your application has been successful. If you have not answered all of the questions and enclosed all of the requested information, it may take longer to deal with your application.

Please use this checklist to make sure you have included the following:

- A fully completed application cover sheet (pages 12-15)
- A proposal document covering all the points on pages 10-11
- An income and expenditure budget for the proposed work
- The current year's summary income and expenditure budget for the organisation
- Your most recent annual report
- Your most recent full accounts
- Your constitution or set of rules (if you are not a registered charity)
- Equal opportunities policy, if you have one
- Your policy for working with children and young people (if required)
- Your business plan (if you feel it is relevant to your application).
- A S.A.E. for our acknowledgement.

Terms and conditions:

If the recipient (“you”) accept a grant from The James Tudor Foundation it will be on the understanding that you have agreed the following general terms and conditions:

1. These terms and conditions must be signed by an authorised representative of the recipient and returned to the Foundation.
2. If we make a grant offer to you we will require confirmation of your bank details, e.g. a photocopy of a recent bank statement or a letter from your bank.
3. Receipt of the grant payment will be acknowledged by you.
4. You acknowledge and agree that the Foundation shall not be liable to you for any loss, damage, costs, or expenses of any nature howsoever incurred or suffered by you or your employees, agents or contractors arising from these terms and conditions or the award or application of the grant.
5. You agree to indemnify and keep the Foundation indemnified against any breach by you or your employees, agents or contractors of these terms and conditions and any claim brought against the Foundation by a third party resulting from the application of the grant by you.
6. You acknowledge that to the extent possible you will comply and have complied with all relevant bribery and anti - money laundering legislation.
7. Unless otherwise agreed in advance by the Foundation grant awards must be spent within 12 months of the date of the award (“the grant period”). If the grant remains unspent at the end of this period the Foundation reserves the right to request repayment of the grant.
8. The Foundation reserves the right to terminate a grant and require repayment if we find that any form of false information has been deliberately supplied to the Foundation or if in the sole opinion of the Foundation the grant is not being used for the purpose for which it was awarded or in compliance with any applicable guidelines or legislation.
9. The Foundation reserves the right to terminate a grant and require repayment if the organisation concerned becomes insolvent, make a voluntary arrangement with its creditors or goes into administration, receivership or liquidation and if the grant has not already been spent on its intended purpose.
10. The Foundation reserves the right to terminate a grant and require repayment if you or any of your employees, agents or contractors commits any breach of these terms and conditions and in the case of a breach capable of remedy fails to remedy the same within 14 days after receipt of notice from the Foundation giving full particulars of the breach and containing a request for it to be remedied.
11. If the Foundation terminates the grant and/or makes a request for repayment, you shall make the repayment to the Foundation within two weeks of being notified to do so.
12. The grant will only be used for the purpose indicated in your proposal. It must be spent in the way prescribed, at the place indicated if applicable, and in the period agreed.
13. No changes to the expenditure of the grant will be made without the prior written agreement of the Foundation. The Foundation may in such circumstances require the recipient to make a change of use application for consideration by the Foundation’s directors; this may result in a request for repayment of all or part of the award.
14. Any part of the grant that is not required for the purpose approved will be refunded to the Foundation within two weeks of written request from the Foundation.
15. You will send a progress report six-monthly together with a copy of your annual report and accounts at the end of the grant period.
16. You will keep accurate and comprehensive financial records of the spending of the grant, and submit these with your progress reports. The Foundation reserves the right to ask for confirmation from your external auditors that the grant has been correctly applied. The Foundation also reserves the right at its discretion and cost to commission a separate audit of the grant.

17. As grant holders, you are responsible for all matters relating to Health and Safety, employment and liabilities to third parties and for ensuring that the grant is used in accordance with all applicable laws, licences and regulations.
18. We reserve the right to share the information you have provided with relevant parties (e.g. Charity Commission) to verify your application.
19. The grant should be acknowledged in all printed materials that you produce about the work for which you have received funding, and acknowledged appropriately elsewhere, for example in annual reports or brochures. The Foundation may use your name in its publicity material. We may put a link from our website to funded organisations. The recipient may only use the Foundation's name and logo with the Foundation's prior written consent.
20. Copies of all associated press releases and papers published should be forwarded to the Foundation without delay.
21. Any officer of the Foundation may wish to visit a grant recipient and shall be entitled to see the work funded during the grant period, we would only expect this by prior arrangement.
22. The James Tudor Foundation is registered with the Information Commissioner and any personal information you provide as part of your application is stored in a database and will only be used for the purpose of the Charity's administration and in accordance with applicable data protection legislation.
23. In the event of a dispute between the Foundation and the recipient, such dispute shall be determined by agreement between the parties or failing such agreement within 30 days by such independent expert as the parties shall jointly appoint whose determination shall be conclusive and binding. The charges and costs of the independent expert shall be paid as the independent expert shall direct (or in the absence of direction between the parties equally).
24. These terms and conditions shall remain in force as follows:
25. (a) for a period of one year following the payment of the grant; OR
26. (b) so long as any grant monies remain unspent by the recipient; OR
27. (c) so long as any of these terms and conditions remain unperformed or as
28. otherwise stated whichever shall be the longer.
29. No variations to these terms and conditions shall be made unless agreed in writing by you and an officer of the Foundation.
30. You are not entitled to assign, sub-licence, novate or part with possession of any of your rights or liabilities under these terms and conditions without the prior written consent of the Foundation.
31. A person who is not party to these terms and conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these terms and conditions.
32. These terms and conditions are subject to English Law and the courts of England have exclusive jurisdiction to settle any dispute or claim arising out of them.

Sometimes additional conditions will be added to take account of aspects of a particular grant. We will confirm any variance of terms and conditions applying to your grant at the point of offer.

Signed by

Position.....

On behalf of

Dated

Additional Clauses

Employment of Staff

- 1.1 The Foundation does not act as an employer. In all cases where the grant includes support for the employment or engagement of any persons (whether employed or self-employed) ("**Staff**"), the recipient shall be responsible for complying with all laws relating to the engagement of Staff in the country in which the recipient is situated. The Foundation will not be responsible for claims under any statute or at common law in relation to, nor any liabilities arising from the engagement of Staff and you undertake to indemnify the Foundation in full in respect of any liability or claims made against the Foundation howsoever arising from the engagement of Staff by you for the purposes of this grant.
- 1.2 You must obtain from all Staff funded by the grant, undertakings to comply with these terms and conditions.
- 1.3 You shall be responsible for maintaining appropriate policies of insurance covering professional, public and employers' liabilities insurance and shall provide evidence of such cover to the Foundation upon request.
- 1.4 The Foundation will not pay the cost of maternity, paternity or sickness leave for Staff funded by the grant. As the employer, you will be obliged to pay any statutory or contractual maternity and/or paternity and/or sickness payments from funds not comprising grant monies. If a member of Staff is due to take maternity or paternity or sickness leave, you should inform the Foundation of the dates in advance so that the relevant part of the grant can be suspended for the period of such leave until full-time employment is resumed. Should alternative arrangements be proposed, including temporary appointments or return to work on a part-time basis, the Foundation's permission must be obtained in writing prior to the commencement of the relevant leave.
- 1.5 The tenure of appointment of Staff must be confined strictly to the grant period unless you wish to retain the Staff beyond this period for your own purpose and at your own expense.
- 1.6 If a senior member of Staff funded by the grant ceases to work on the research funded by the grant, then the Foundation must be informed immediately. In such circumstances, the Foundation reserves the right to terminate the grant. Any unspent grant monies shall be returned to the Foundation in accordance with paragraph 14.
- 1.7 The Foundation's rights under this paragraph shall remain in full force and effect after the end of the grant period.

Equipment

- 1.1 Any equipment purchased with grant monies ("**Equipment**") is to be used primarily and mainly for the purpose of the grant. The Equipment may only be used for other uses if it does not interfere with or delay the research or reduces the effectiveness of the Equipment. The Foundation reserves the right to require a full or partial repayment of the grant, should the Equipment cease to be used for the purposes of the grant.
- 1.2 You are responsible for ensuring that all Equipment has adequate insurance cover and if any Equipment is damaged or destroyed during its useful lifetime you will be required to repair or replace it to its full value.

- 1.3 It is your responsibility to maintain the Equipment during its actual useful lifetime. The Equipment shall not be disposed of during its useful lifetime without the Foundation's prior written approval.
- 1.4 The Foundation's rights under this paragraph shall remain in full force and effect after the end of the grant period.

Intellectual Property and Commercial Exploitation

In this clause the following words shall have the following meaning:

- "Background IPR"** means such Intellectual Property (other than Foreground IPR) which is legally and beneficially owned or controlled by the recipient as of the date of these terms and conditions;
- "Foreground IPR"** means any patent, registered design, copyright, database right, design right, trade mark, service mark, application to register any of the aforementioned rights, trade secret, right in unpatented know-how that arises or is obtained or developed by either party, or by a contractor on behalf of either party in the course of or in connection with any research funded by the grant;
- "Intellectual Property"** means any patent, registered design, copyright, design right, database right, trade mark, service mark, application to register any of the above, trade secret, know-how and any other intellectual property right of any nature whatsoever in any part of the world.

- 1.1 Title to all Background IPR shall remain with the recipient. Subject to the remaining provisions of this clause below, title to the Foreground IPR shall belong to the recipient.
- 1.2 You agree to:
 - notify the Foundation promptly if any Foreground IPR that may be of medical or commercial value is created from research funded by the grant, and ensure that such Foreground IPR is protected and not published or otherwise publicly disclosed prior to protection;
 - bear all costs incurred in connection with the protection of any Foreground IPR.
- 1.3 You agree to ensure that the Foreground IPR is not commercially exploited in any way without the prior written consent of the Foundation, such consent not to be unreasonably withheld. The Foundation may require you to enter into a licence permitting the Foundation to publish the results of research (where this will not damage the chances of success of protecting the Foreground IPR), and agreeing to share the benefits of commercial exploitation on terms to be agreed. For the avoidance of doubt, exploitation includes use of the Foreground IPR for any commercial purpose or any licence, sale, assignment, materials transfer or other transfer of rights.
- 1.4 You must not enter into confidentiality agreements with any other party where that party would place restrictions on the publication of or obtain knowledge of the results of research or the Foreground IPR without obtaining the prior written approval of the Foundation.
- 1.5 If you decide not to commercially exploit the Foreground IPR or proceed with the protection of any Foreground IPR, title to the Foreground IPR shall belong to the Foundation or shall be transferred to a third party as directed by the Foundation.

- 1.6 You agree to permit the Foundation, free of charge, use of any copyright material created or acquired in connection with the use of the grant except where, and only for so long as, such use involves publication of the material and any such proposed publication would be likely to prejudice the protection of any Foreground IPR or infringe the intellectual property rights of a third party.
- 1.7 You warrant that you are the exclusive legal and beneficial owner of the Background IPR and the use of the Background IPR in any research funded by the grant shall not infringe the rights of a third party.
- 1.8 The Foundation's rights under this paragraph shall remain in full force and effect after the end of the grant period.