

Standard Conditions Applying to the Award of Medical Research Scotland Research Funding [from October 2014]



This document sets out the Conditions on which Medical Research Scotland may offer to support a research project.

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1. General

1.1 The project shall be carried out by or under the general direction of the person(s) named in the **Grant award** as the grantholder(s) who shall be responsible jointly and severally for the conduct of the project. Where the research involved will be carried out by an individual or individuals other than the person(s) named in the **Grant award** as the grantholder(s) Medical Research Scotland requires a CV for the individual or individuals involved.

- 1.2 The grantholder(s) shall notify Medical Research Scotland of the start and completion dates of the project and of any events occurring during the project which could prejudice the completion date. No change in the research protocol may be made without **prior written** agreement of Medical Research Scotland and where appropriate, the Research Ethics Committee of the Institution.
- 1.3 The Principal Investigator (i.e. the first-named applicant on the grant application form), who is termed the grantholder, cannot accept paid appointments away from the funded laboratory during tenure of the grant. Failure to direct the research due to avoidable absence from the funded laboratory may result in termination of the grant and the demand for partial or full repayment of funds with the exception of such funds which have been properly and legitimately spent on project work.
- 1.4 The grantholder is responsible for ensuring that the project is completed within the time allocated and within the financial limits of the grant and must advise Medical Research Scotland immediately of any occurrences which may prejudice the completion of the project within these limits. Failure to do so may result in termination of the project and the demand for partial or full repayment of funds with the exception of such funds which have been properly and legitimately spent on project work. The Dean or equivalent and the Research Administrator of the institution will be informed of the circumstances.
- 1.5 The Institution shall be responsible for the provision of the basic facilities required to support the work of the project.
- 1.6 The Institution shall be responsible for ensuring compliance with all Conditions contained in this section and the Research Governance Framework for Health and Community Care.
- 1.7 The Institution shall be responsible for ensuring that all the necessary legal and regulatory requirements in order to conduct the research are met, and all the necessary licences and approvals have been obtained, before research funded by the grant commences and for the duration of the grant.
- 1.8 All the grant Conditions contained in this document must subsist, notwithstanding the termination of the project or the grant period, unless otherwise agreed.
- 1.9 Principal applicants who have already been awarded a Medical Research Scotland research project grant will not be considered for further research project grant funding.
- 1.10 Since Medical Research Scotland became an independent research charity on 1 November, 2005, the same application can be sent to other grant funding bodies including the CSO of the Scottish Executive. However, if funding is obtained from Medical Research Scotland and another funding body, the Applicant cannot hold more than one grant for the same research project.

2. Staff

- 2.1 It is the responsibility of the Institution to enter into contracts of employment with all persons whose salaries are reimbursed from the grant. Such contracts should provide for the rate of pay and conditions of service normally applicable to the appropriate grades of the persons employed by that institution.
- 2.2 The grantholder(s) must ensure that staff working on the project devote to it the appropriate amount of time in relation to the amount of financial support received from Medical Research Scotland. Subject to agreement by Medical Research Scotland, those research workers with clinical, teaching or other National Health Service interests may undertake work in such interests in accordance with their contract with their employer.

3. Equipment

- 3.1 Any equipment paid for by Medical Research Scotland shall become and remain the property of the Institution and be in the care of and maintained in good condition by the Institution. This will include appropriate insurance or maintenance by the Institution.
- 3.2 During the period when such equipment is in the care of the Institution, the members of Medical Research Scotland or their agents shall not be liable for any claims arising out of the presence or use of such equipment.

4. Finance

- 4.1 The Institution shall exercise financial control of the grant. All expenditure on the project shall be met in the first instance by the Institution, which should submit quarterly claims for reimbursement to Medical Research Scotland. Such claims should be clearly and severally documented and indicate the category of the expenditure under which they fall to be considered.
- 4.2 **No transfer of funds between awarded categories of expenditure may take place.** However, in exceptional circumstances, the Institution may apply to Medical Research Scotland to seek Medical Research Scotland's written approval to a transfer of funds between budget headings (all within the overall budget for the grant) to facilitate the completion of the project work, such consent cannot be unreasonably withheld.
- 4.3 Medical Research Scotland shall pay such claims in respect of salaries up to the maximum of the scale for the grade as stated in the **Grant award** or up to any amended maximum which has been agreed, in accordance with **paragraphs 2.1 and 2.2** and shall, in addition, pay the employer's share of National Insurance and superannuation contributions. Medical Research Scotland will **not** make any payments for any increase in any salary of the Institution's staff which is above the salary agreed to by Medical Research Scotland as set out in the **Grant award**.
- 4.4 Medical Research Scotland shall not be bound to reimburse claims for expenditure in any category in excess of the maximum stated in the **Grant award** or in excess of any amended maximum which has been agreed in accordance with **paragraphs 15.1 and 15.2 (below)**.
- 4.5 Medical Research Scotland shall pay claims only in respect of expenditure properly incurred during the currency of the grant (as stated in the **Grant award**), or as has been agreed in accordance with paragraph **15.1**. The Institution shall be bound to supply such additional financial information as may reasonably be required by Medical Research Scotland.

5. Privacy

- 5.1 **It is the responsibility of the grantholder(s) to ensure that the requirements of the Data Protection Act 1998 are fully observed.** In particular, the grantholder(s) shall ensure at all times that any personal data collected in the course of the project shall be securely held and handled and that the anonymity of persons to whom the data refer shall be preserved in any report or publication.

6. Use of Animals

- 6.1 Medical Research Scotland will fund projects involving the appropriate use of animal models if justified. However, wherever possible, procedures should be used which do not involve live animals. When it is essential to do experiments involving animals, the requirements of the Animals (Scientific Procedures) Act 1986 must be scrupulously observed.
- 6.2 The Institution shall be responsible for ensuring that research involving the use of animals complies at all times with the United Kingdom regulations (Animals

(Scientific Procedures) Act 1986). Home Office licences, or amendments to existing licences, do not have to be obtained before an application for an award is submitted, but if an award is made then the necessary licences must be obtained before any research involving animals conducted.

- 6.3 All grantholders using animals must implement the principles in the cross-funder guidance 'Responsibility in the Use of Animals in Bioscience Research' (<http://www.nc3rs.org.uk/responsibility-use-animals-bioscience-research>). All grantholders using non-human primates must comply with the NC3Rs guidelines 'Primate Accommodation, Care and Use' (<http://www.nc3rs.org.uk/non-human-primate-accommodation-care-and-use>). The ARRIVE guidelines (<http://www.nc3rs.org.uk/arrive-guidelines>) should be used when designing experiments and reporting animal-based studies, taking into account the specific editorial policies of the journal concerned.
- 6.4 Medical Research Scotland may require the Institution to demonstrate promptly, on request, that the conditions as specified in Section 6.1-6.3 above have been adhered to.
- 6.5 Applications involving the use of animals may be referred to the NC3Rs for review.

7. Ethics

- 7.1 The Institution shall be responsible for ensuring that it has in place formal written procedures for managing the process for obtaining any necessary or appropriate ethical approval for the research funded by the grant, and must ensure that any such ethical approval is in place at all relevant times during the grant.
- 7.2 Ethical approval does not have to be obtained before an application for an award is submitted, but if an award is made then the necessary approval must be obtained before any research requiring that approval is conducted. Medical Research Scotland reserves the right to decline an application on ethical grounds, even when approval has been given by the appropriate Research Ethics Committee (REC).
- 7.3 The Institution must inform Medical Research Scotland immediately if there is a delay or failure of ethical approval being granted. An explanation of the steps that are being taken to mitigate against prolonged delay or complete failure to gain approval must be included.
- 7.4 The Institution must inform Medical Research Scotland immediately in the event of any adverse incident being reported to the approving Research Ethics Committee (REC).
- 7.5 In all studies where human material (irrespective of origin) is used, the Codes of Practice issued by the Human Tissue Authority (<http://www.hta.gov.uk/legislationpoliciesandcodesofpractice/codesofpractice.cfm>) must be followed.
- 7.6 Medical Research Scotland may require the Institution to demonstrate promptly, on request, that any required ethical approvals are in place, or were in place when research requiring approval took place.

8. Safety

- 8.1 All research procedures and protocols should adhere to current legislation, standards and institutional policies. If the research proposed involves the use of genetically-manipulated organisms, the Institution must ensure that both the procedures for such modifications and the recombinant organisms themselves have been approved by the Health & Safety Executive, for both laboratory use and, if appropriate, clinical use.
- 8.2 Where the research involves equipment or procedures which may be hazardous

(such as the use of radioisotopes, potential carcinogens or lasers) the Institution must ensure that the requirements of the local safety committee have been satisfied and that all appropriate safety procedures and regulations have been complied with. Liability for failures in this regard shall be the responsibility of the Institution.

9. Reviews & Reporting Procedures

- 9.1 A Scientific Advisor or any authorised officer of Medical Research Scotland or a group appointed on its behalf by Medical Research Scotland must, reasonable notice having been given, have access to the project to discuss its progress with the grantholder(s) and the staff involved, and to inspect equipment or other materials provided from the grant.
- 9.2 The grantholder(s) **must** provide **Progress Reports** at 6 months for projects of up to 12 months and at 18 months into the grant for projects of three years. Progress Reports **must** be submitted **within one month** of the mid-point. Such reports must be submitted on the forms available from the Medical Research Scotland website. Progress Reports should include confirmation **by the Institution** that the grant is in progress, that the people employed on the grant are still in post and that the money paid has been applied for the purposes of the grant, in accordance with its terms. For projects of three years, a **Set-up Progress Report** must also be provided within six months after commencement of the project. The Set-up Progress Report must be submitted on the tick-box form available from the Medical Research Scotland website. If the Progress Report and/or Set-up Progress Reports are not received within the time limits prescribed in this condition, funding will be suspended until such time as a satisfactory report is received. Any change of objective must be agreed with Medical Research Scotland in accordance with **paragraph 15.1**. Further reports may be required at any time by Medical Research Scotland.
- 9.3 If, in the view of the Members of Medical Research Scotland, a Progress Report is deemed to have been unsatisfactory, funding will be suspended until such time as the Members' concerns have been addressed.
- 9.4 A **Final Report** must be submitted at the end of the funding period and it should be lodged with Medical Research Scotland **before the expiry of 3 months** from the end of the project. If the Final Report is not received the final instalment of the monies due on the grant will not be paid until the Final Report is received.
- 9.5 Finally, a **Post-Completion Report** should be provided one year **after** completion of the grant. This report must be submitted on the tick-box form available from the Medical Research Scotland website. This form will review the progress of the work funded and any commercial, industrial and intellectual property rights arising from it, as well a list of updated publications and copies thereof. This helps Medical Research Scotland to assess whether its aims are being met through the projects it funds. [see also Condition 12.8]
- 9.6 Should any grantholder fail to submit a report (as required under Conditions 9.2, 9.4 and 9.5 above) within the stipulated time limits then the Dean or equivalent and appropriate Research Administrator at the Institution will be notified.
- 9.7 Subject always to the restrictions on publication contained in Condition 11.2, copies of all final form publications originating from research funded by Medical Research Scotland, published either before or after the Final Report, must be provided to Medical Research Scotland. All publications arising from research funded by Medical Research Scotland **must** acknowledge the contribution provided by Medical Research Scotland. Failure to comply with these Conditions will result in a formal letter being sent to the Dean or equivalent and Research Administrator.
- 9.8 Grantholder(s) in receipt of a grant will normally be required (if asked) to present their work **in person** to Members of Medical Research Scotland at some

point throughout the tenure of their funding.

- 9.9 Failure to adhere to these conditions may result in termination of the grant and the demand for partial or full repayment. The Dean or equivalent and the Research Administrator of the Institution will be informed of the circumstances.

10. Publicity about Financial Support and Objectives

- 10.1 Grantholder(s) are expected to publicise details of the financial support given by Medical Research Scotland for the project and also of its scientific objectives. Medical Research Scotland is required to publish such information itself.

11. Publication or Disclosure of Results

- 11.1 **If the outcome of a project supported by Medical Research Scotland is potentially suitable for commercial exploitation, whether patentable or not, then the grantholder(s) must draw this to the attention of Medical Research Scotland specifically and in good time before submission for publication.** Grantholder(s) are referred to the publication procedure set out in Condition 11.2 and are reminded that any form of prior disclosure whatsoever (including review by a publication committee) may prejudice subsequent filing of a patent application.

- 11.2 Medical Research Scotland acknowledges that it is the Institution's policy that new or previously unreported results of the project be published, and any proposals for publications (including public presentations) containing any details of work or results generated from the project shall be considered for such publication or presentation by Medical Research Scotland, who agrees that the Institution and/or any grantholder(s) may present at seminars, symposia, international, national or regional professional meetings, and to publish in journals, theses or dissertations, or otherwise, methods and results of the Project, provided however that Medical Research Scotland shall have been furnished with copies of any proposed publication and presentation at least forty five (45) days in advance of the first submission of such proposed publication or presentation to a journal, editor, or other third party. Medical Research Scotland shall have forty five (45) days after receipt of said copies, to object to such proposed presentation or proposed publication if in Medical Research Scotland's reasonable opinion a delay of publication is necessary in order to protect the commercial use of the information derived from the project or because there is patentable or commercially sensitive subject matter which needs protection. In the event that Medical Research Scotland makes such objection the Institution and any grantholder(s) shall refrain from making such publication or presentation unless or until satisfactory protection of such work or results has been obtained.

- 11.3 **Acknowledgement of funding from Medical Research Scotland must be made in all publications, whether in printed or electronic journals, poster displays or oral presentations.**

12. Commercial, Industrial and Intellectual Property

- 12.1 Medical Research Scotland is committed to advancing healthcare through its support for biomedical research. As a charity, Medical Research Scotland is under an obligation to ensure that the useful results of research that it funds are applied for the public good. To meet these objectives, Medical Research Scotland wishes to encourage Medical Research Scotland-funded researchers and their Institutions to play an active role in ensuring the protection and exploitation of the Intellectual Property arising out of the research that Medical Research Scotland funds.

- 12.2 Specifically, Medical Research Scotland requires the Institution to:

- 12.2.1 develop and implement appropriate strategies and procedures for the identification, protection and exploitation of all Intellectual Property

- created or acquired in connection with Medical Research Scotland funded activity;
- 12.2.2 notify Medical Research Scotland promptly in writing (and without exception) when Intellectual Property that may be of medical or commercial value is created, and ensure that such Intellectual Property is protected and not published or otherwise publicly disclosed prior to protection (while at the same time ensuring that potential delays in publication are minimised);
- 12.2.3 permit Medical Research Scotland to have reasonable access to personnel, facilities and information utilised in, or created or acquired pursuant to, a Medical Research Scotland-funded activity or the exploitation envisaged under this Condition 12;
- 12.2.4 ensure that all persons in receipt of Medical Research Scotland funding or working on a Medical Research Scotland-funded activity (including employees, students, visiting fellows and subcontractors) are employed or retained on terms that (i) vest in the Institution (rather than any other third party) all Intellectual Property which is created or acquired by any such person in connection with a Medical Research Scotland-funded activity and (ii) include adequate confidentiality undertakings to ensure the proper protection and exploitation of the Intellectual Property.
- 12.3 **No Intellectual Property created or acquired in connection with Medical Research Scotland-funded activity may be commercially exploited in any way without Medical Research Scotland's prior written consent**, such consent not to be unreasonably withheld. In this context commercial exploitation includes use for any commercial purpose or any licence, sale, assignation, materials transfer or other transfer of rights. As a condition of granting such consent, Medical Research Scotland shall require the Institution to agree to terms of commercial exploitation including the sharing of the benefits (such as revenues and equity) arising from the exploitation as between the Institution and Medical Research Scotland.
- 12.4 Subject to paragraphs 12.6 and 12.7, if the Institution does not protect or exploit the Intellectual Property to Medical Research Scotland's reasonable satisfaction pursuant to these Standard Conditions, Medical Research Scotland shall have the right, but not a duty, to protect and exploit such Intellectual Property. The Institution agrees to do, and will ensure that their employees, other staff, subcontractors and students do, all acts required to assist Medical Research Scotland in such protection and exploitation (including to execute and deliver such further documents as may be required by law or otherwise necessary or reasonably desirable to implement and/or perfect these Standard Conditions).
- 12.5 Subject to paragraphs 12.6 and 12.7, in order to support Medical Research Scotland's obligation to ensure that the useful results of research that it funds are applied for the public good, in the event that the Institution does not protect or exploit the Intellectual Property to Medical Research Scotland's reasonable satisfaction pursuant to paragraph 12.4 above, the Institution shall, if requested by Medical Research Scotland in writing, grant to Medical Research Scotland appropriate rights (being licence(s) (including the right to sub-licence) and/or assignation(s) of the Intellectual Property in whole or in part, all as Medical Research Scotland shall reasonably determine at its sole discretion) to exploit the Intellectual Property (and if required procure the same any other third party associated with the project). Medical Research Scotland shall inform the Institution in the event that it is not satisfied with any aspect of either the protection or the exploitation of the Intellectual Property by the Institution. Medical Research Scotland shall give the Institution a period of 3 months to remedy any points with which it not satisfied prior to issuing a written request

for such grant of rights.

- 12.6 Medical Research Scotland accepts that Intellectual Property created or acquired in connection with Medical Research Scotland-funded activity may be the result of collaborative work, involving more than one funding source. If Medical Research Scotland has been notified in writing of such additional funding source(s) pursuant to paragraph 14.3, then Medical Research Scotland shall also send a copy of the paragraph 12.5 notice to such additional funding source(s).
- 12.7 Medical Research Scotland shall consider any timeous approach made by such additional funding source(s) with regard to taking the protection and/or exploitation of the Intellectual Property forward in the event that the Institution does not remedy the points of concern with the 3 month notice period and a grant of rights requires to be made.
- 12.8 It is accepted that commercial exploitation of Intellectual Property may take time to develop and may result from collaborative work, involving more than one funding source, over several years. Notwithstanding this, Medical Research Scotland requires that the Intellectual Property Manager monitors Medical Research Scotland funded research after completion of the funding award on a regular basis and ensures that Medical Research Scotland is (i) advised of progress of the exploitation of the Medical Research Scotland funded project and (ii) receives its allocation of any monetary returns and/or other consideration for such exploitation in accordance with all relevant commercialisation agreements and timescales. In the event that a funded research project cannot be commercialised (either alone or in collaboration with other funded research), the Institution shall advise Medical Research Scotland of the reasons for this in writing following such a decision being made to assist in future funding round decisions.

13. Consequences of Breach of Conditions

- 13.1 Should Medical Research Scotland find that any of the Standard Conditions have been breached to a material extent by the Institution and/or that the Medical Research Scotland funded research has been exploited without consulting and accrediting Medical Research Scotland in accordance with these Standard Conditions then Medical Research Scotland shall serve the Institution with a notification of default letter and if the default is not rectified by the Institution within 30 days of notice then (i) Medical Research Scotland reserves the right to award no further grants to applicants applying from the Institution concerned and (ii) the Institution shall without prejudice to any other rights which Medical Research Scotland has or may have, on demand, pay to Medical Research Scotland (a) such sums that are equivalent to the grant awarded by Medical Research Scotland pursuant to the relevant project, and (b) all costs and expenses (including legal costs and disbursements) incurred by Medical Research Scotland as a result of the breach by the Institution of these Standard Conditions.

14. Commercial Exploitation of Results

- 14.1 Medical Research Scotland will not stipulate any method of commercial exploitation, this will be left to the Institution to determine. The Institution shall notwithstanding the foregoing be responsible for dealing with the commercial exploitation of the Intellectual Property pursuant to these Standard Conditions in accordance with Good Industry Practice.
- 14.2 Subject to paragraph 14.3, the Institution will be responsible for payment to Medical Research Scotland of all Royalties received by the Institution as follows:
- 14.2.1 it shall be entitled to deduct from the Royalties all proper and reasonable costs for patenting and external legal and exploitation costs;
- 14.2.2 thereafter, it shall be allowed to deduct up to 10% of the balance of

the Royalties, to cover proper and reasonable costs for patenting and external legal and exploitation costs, if it can be shown that the Institution has been unable to cover its costs in patenting/exploitation in respect of other grants from Medical Research Scotland in the five years prior to the commencement of the grant.

- 14.2.3 thereafter, Medical Research Scotland shall be paid from the balance of the Royalties (the "Balancing Sum") in accordance with the table below:

Balancing Sum	Percentage of Balancing Sum to be paid to Medical Research Scotland	Percentage of Balancing Sum to be retained by the Institution
£0 - £50,000	30%	70%
£50,001 - £250,000	40%	60%
£250,001+	50%	50%

- 14.3 The **Grant award** is made on the basis that Medical Research Scotland is the sole funder of the project. The Institution hereby undertakes to keep Medical Research Scotland fully informed of all circumstances regarding compliance with these Standard Conditions and, in particular, shall inform Medical Research Scotland of any third parties who propose to provide funding with regard to the project.
- 14.4 Notwithstanding the generality of Condition 14.3, it is, however, accepted that commercial exploitation of Intellectual Property may result from collaborative work, involving more than one funding source and may involve the intellectual or other input of various third parties. In the event that there is an additional funding source, or if a significant contribution is made to the development of the Intellectual Property by a third party in terms of the provision of intellectual input or the provision of background intellectual property, then a fair split of the Royalties shall be negotiated and agreed by the relevant parties in the circumstances taking account of the input of each of the parties involved.
- 14.5 The Institution shall deliver to Medical Research Scotland within thirty (30) days of the end of each six (6) month period, a statement which shall show, on a country-by-country basis (if applicable) the Royalties payable to Medical Research Scotland together with a breakdown of the figures on request.
- 14.6 The Institution shall keep and maintain for at least six (6) years, in the United Kingdom, true and detailed records and books of accounts containing all data necessary for the calculation of the Royalties (and where appropriate procure that any relevant third party does the same). It shall on receiving reasonable notice from Medical Research Scotland at any time permit an independent accountant acting on behalf of Medical Research Scotland and at Medical Research Scotland's expense access to inspect and take copies of its records and books of account and shall furnish such evidence to such independent accountant appointed by Medical Research Scotland as is necessary to enable that person to verify the amount of Royalties due to Medical Research Scotland.
- 14.7 If Medical Research Scotland disputes the calculation of Royalties payable to it pursuant to Condition 14 in respect of any relevant period (which must be for a minimum period of six (6) months) such dispute shall be referred to an independent accountant appointed by agreement between Medical Research Scotland and the Institution or in the absence of any such agreement by the President for the time being of the Institute of Chartered Accountants of Scotland. The determination of the independent accountant appointed pursuant to this paragraph 14.7 shall be final and binding on the parties as to the amount of Royalties payable to Medical Research Scotland for the relevant period. Medical Research Scotland shall be responsible for the fees associated with the appointment of the independent accountant unless the Institution has made an error in the Royalty calculations which is greater than ten per cent (10%) of the

Royalties payable, in which case the Institution will pay the relevant fees.

- 14.8 Late payments shall be subject to interest payable on demand at the rate of four per cent (4%) per annum above the base rate of Bank of Scotland from time to time from the date specified for payment until that amount is paid in full.
- 14.9 All Royalties shall be made without any deductions whatsoever except for deductions which the Institution and/or other relevant third party is required to make under United Kingdom law in respect of income tax or under any other law in respect of taxation. If any such deductions are required to be made, the Institution shall provide Medical Research Scotland with (or procure the provision to Medical Research Scotland of) certificates in respect of such payments and, if appropriate, shall give Medical Research Scotland reasonable assistance when requested in obtaining tax relief in the United Kingdom.
- 14.10 Where work funded by Medical Research Scotland is to give rise to the creation of a separate company or other legal entity (the "Commercialisation Vehicle"), the Institution shall notify Medical Research Scotland forthwith in writing. Medical Research Scotland shall require to be treated on the same basis as the Institution in terms of any proposed shareholding in the Commercialisation Vehicle and/or Royalties to be received from the Commercialisation Vehicle, subject to the Medical Research Scotland and the Institution reaching agreement on the percentage of shareholding they should each receive and Royalties being apportioned between the Institution and Medical Research Scotland in accordance with paragraph 14.2 above. Medical Research Scotland may nominate itself or an associated entity to hold any such shareholding and/or receive any such Royalties. Medical Research Scotland (or its associated entity) shall require the right to receive regular progress updates and where it has a shareholding, the Institution shall assist Medical Research Scotland in procuring that it has the ability to make transfers of shares to associated entities without restriction.
- 14.11 Notwithstanding the generality of Condition 14.10, it is, however, accepted that the Commercialisation Vehicle may be created to facilitate the exploitation of Intellectual Property resulting from collaborative work, involving more than one funding source and may involve the intellectual or other input of various third parties. In the event that there is an additional funding source, or if a significant contribution is made to the development of the Intellectual Property by a third party in terms of the provision of intellectual input or the provision of background intellectual property, then a fair split of the shareholding in the Commercialisation Vehicle and/or Royalties shall be negotiated and agreed by the relevant parties in the circumstances taking account of the input of each of the parties involved.

15. Variation of Conditions or Specifications

- 15.1 No alteration, deletion or addition may be made to any of these Standard Conditions, or any part of the **Grant award** without the prior agreement in writing of Medical Research Scotland. In particular:
- any change of substance in the objectives of the project;
 - any change of grantholder(s);
 - any potential move of any of the grantholder(s) from the Institution to another;
 - any change of the maximum expenditure figure for each element of the grant given in the **Grant award**;
 - any change in the duration of the grant;
- must be so approved.
- 15.2 If Medical Research Scotland does not approve a change proposed by the

grantholder(s) or the Institution, Medical Research Scotland may, after consultation with the Institution, cancel or renegotiate the arrangements for support of the project.

- 15.3 If Medical Research Scotland does not receive a letter and report as required by Condition 9.2 above, Medical Research Scotland will cancel the arrangements for support of the project.

16. Archiving of Research Data

- 16.1 It is the responsibility of the principal investigator, in collaboration with the head of department/division or equivalent of the employing organisation, to ensure that the raw data/results are stored for a minimum period of 5 years after completion of the project. At any time during this period the data/results may be requested by Medical Research Scotland. In the case of long term/longitudinal studies/population surveys, it may be necessary for a longer period of storage both in the interest of the principal investigator and Medical Research Scotland. Principal investigators, where appropriate, are encouraged to consider depositing data with the ESRC Data Archive.

17. Research and Financial Misconduct

- 17.1 It is the responsibility of the principal and/or co-investigators, the head of department/division or equivalent, and/or Dean or equivalent and the Institution to **notify Medical Research Scotland immediately** if there is any indication that **research or financial misconduct has occurred**. Failure to do so may lead to the project's suspension or termination. Reimbursement of inappropriate claims will be sought.

18. Confidentiality

- 18.1 Each of the Parties undertakes: (i) to keep the Confidential Information confidential by employing commercially reasonable precautions, and at least those precautions which it employs to protect its own confidential information; (ii) only to use such Confidential Information for the purposes for which it was so disclosed or came into its possession under the relevant project or pursuant to these Standard Conditions; (iii) not to disclose any Confidential Information to any third party (other than as specifically stated within these Standard Conditions) without the prior written consent of the disclosing Party.
- 18.2 Each of the Parties undertakes to disclose Confidential Information of the other Party only to those of its officers, employees, agents and contractors, engaged by the disclosing Party who need to know such Confidential Information in connection with the relevant project or pursuant to these Standard Conditions and only to the extent to which, such disclosure is necessary for the purposes contemplated.
- 18.3 The obligations contained in this Condition 18 shall survive the expiry or termination of the relevant project for any reason but shall not apply to any Confidential Information which:
- 18.3.1 is publicly known at the time of disclosure to the receiving Party;
 - 18.3.2 after disclosure becomes publicly known otherwise than through a breach of these Standard Conditions by the receiving Party, its officers, employees, agents or contractors;
 - 18.3.3 can be proved by the receiving Party to have reached its hands otherwise than by being communicated by the other Party including being known to it prior to disclosure, or having been developed by or for it wholly independently of the other Party or having been obtained from a third party without any restriction on disclosure on such third party of which the recipient is aware, having made due enquiry;
 - 18.3.4 is required by law, regulation or order of a competent authority

(including any regulatory or governmental body or securities exchange) to be disclosed by the receiving Party, provided that, (i) where practicable, the disclosing Party is given reasonable advance notice of the intended disclosure and (ii) such disclosure shall only be made to the extent properly required.

- 18.4 Each Party shall promptly notify the disclosing Party (and Medical Research Scotland if different) if it becomes aware of any breach of confidentiality by any person to whom it divulges all or any part of the Confidential Information and shall give the other Party all reasonable assistance in connection with any proceedings which the other Party may institute against such person for breach of confidentiality.

19. Dispute Resolution

- 19.1 In the event of a dispute arising pursuant to a project and/or these Standard Conditions the Parties agree that they shall each in good faith attempt to resolve the dispute.
- 19.2 Work and activity to be carried out under the project shall not cease or be delayed by this dispute resolution procedure unless Medical Research Scotland notifies the other Parties to the contrary.
- 19.3 The Parties acknowledge however that, notwithstanding the provisions of this Condition 19, nothing herein shall prevent any Party from bringing proceedings in any court of competent jurisdiction to protect the Intellectual Property or rights of confidentiality of that Party, or if a Party is clearly acting in bad faith in the conduct of the dispute resolution procedure or has committed a material breach of these Standard Conditions or if the dispute has not been resolved within 21 days after this dispute resolution procedure has been invoked.

20. No Waiver

- 20.1 No modification, alteration or waiver of the provisions of this Agreement by Medical Research Scotland shall be effective unless it is in writing and executed by or on behalf of Medical Research Scotland. No delay, omission or failure by Medical Research Scotland to exercise any right or remedy shall operate as a waiver by Medical Research Scotland. Any partial exercise of a right or remedy by Medical Research Scotland shall not preclude any other or further exercise of any such right of action by Medical Research Scotland.

21. Severability

- 21.1 If any of the paragraphs or Conditions or other provisions of these Standard Conditions are found by an arbiter, court or other competent authority to be void or unenforceable, such provision shall be deemed to be deleted from these Standard Conditions but the remaining provisions of these Standard Conditions shall continue in full force and effect insofar as they are not affected by any such deletion. In the event of any such deletion, the Parties shall attempt to negotiate in good faith with a view to replacing the provisions so deleted with legal and enforceable provisions that have similar economic and commercial effect to the provisions so deleted.

22. Definitions & Interpretation

- 22.1 In this document entitled "Standard Conditions Applying to the Award of a Research Project Grant" ("Standard Conditions"), the words and expressions listed below shall, unless otherwise specified or the context otherwise requires, have the following meanings:

"Applicants" means the applicant(s) named on the relevant grant application form submitted to Medical Research Scotland for a project, who upon receipt of the award of grant from Medical Research Scotland shall be known as "grantholder(s)";

- “Confidential Information” means any and all information which the disclosing Party may from time to time disclose to the receiving Party which is identified by the disclosing Party as secret and confidential or which, by reason of its character or the circumstances or manner of its disclosure, is evidently confidential, including but not limited to such Intellectual Property as is not in the public domain at the date of this Agreement, research and development projects, product or services development, formulae, specifications, chemical compounds, derivatives, biological or other materials, inventions, ideas, concepts, data, procedures and designs of experiments, tests and the results of experimentation and testing, the research results until such time as publication is agreed to be made pursuant to paragraph 11.2 and the research data as set out in paragraph 16.1 above or any other know-how or information relating to the disclosing Party’s technical and proprietary information, business secrets or business affairs or finances or any other information designated as confidential by the disclosing Party whether belonging to the disclosing Party or a third party and whether disclosed orally, in writing, in digital form, in machine readable code or embodied in hardware or any other physical medium;
- “Good Industry Practice” means the exercise of that standard of skill, diligence, prudence and foresight which could reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances as the Institution under this Agreement;
- “Institution” means the “Institution” referred to in the relevant grant application form submitted to Medical Research Scotland for a project;
- “Intellectual Property” means all intellectual property rights of whatever nature (including without prejudice to the foregoing generality the patent rights, registered designs and trade marks, copyrights, plant variety rights, database rights, design rights, topography rights, internet rights, goodwill, domain names, utility model rights, semi-conductor topography rights, rights in confidential or proprietary information, rights in inventions and discoveries, know how, trade secrets, confidential information and other industrial or intellectual property rights of a similar nature which exist or arise anywhere in the world), in and to the Project Work and any divisions, renewals, continuations, substitutions, registrations, confirmations, additions, extensions or re-issues thereof or applications therefor and any similar or analogous rights to any of the foregoing whether arising or granted under the law of Scotland or any other jurisdiction and any rights to apply for any of the foregoing;

“Intellectual Property

“Manager”	means the intellectual property manager or other similar officer of the Institution, details of which are referred to in the relevant grant application form submitted to Medical Research Scotland for a project;
“Medical Research Scotland”	means Medical Research Scotland (the operational name of the Scottish Hospital Endowments Research Trust), of Princes Exchange, 1 Earl Grey Street, Edinburgh EH3 9EE, with Scottish Charity Number SC014959 and references to it imply and include SHERT;
“Parties”	means the parties to which these Standard Conditions shall apply to (including Medical Research Scotland, the Institution and the Applicants) and the term “Party” shall be construed accordingly;
“Project Work”	means all research work carried out pursuant the project for which a grant from Medical Research Scotland is being awarded;
“Royalties”	means royalties paid to the Institution, pursuant to Condition 14 and the commercial exploitation of the Intellectual Property;
“SHERT”	means Scottish Hospital Endowments Research Trust, of Princes Exchange, 1 Earl Grey Street, Edinburgh EH3 9EE, with Scottish Charity Number SC014959 and operating under the name of Medical Research Scotland.

- 22.2 Words importing the singular shall also include the plural and *vice versa*.
- 22.3 References to a "person" include any natural person, any legal person, body or organisation incorporated or unincorporated or any other person, body or organisation whatsoever, as the context may require.
- 22.4 References to any statute, or to any statutory provision, including any regulation, statutory instrument, or other subordinate legislation derived from such statutory sources, shall include references to any statute or other statutory provision which amends, extends, consolidates or replaces the original statutory reference or which subsequently affects any such revised statutory reference.
- 22.5 References to any paragraph or Condition are references to such terms and other sub-divisions contained in these Standard Conditions, unless otherwise specified.
- 22.6 The index and headings in these Standard Conditions are for convenience only and shall not affect the construction of these Standard Conditions.
- 22.7 Any reference to “including” shall be interpreted as meaning “including, without limitation”.
- 22.8 Reference to any Scottish legal term for any action, judicial procedure, court, concept or principle shall, where appropriate, include any equivalent or the closest approximation to such term in any other relevant jurisdiction.

23. Governing Law & Jurisdiction

- 23.1 These Standard Conditions shall be governed by and construed in accordance with Scottish law. The Parties irrevocably agree that the courts of Scotland are to have exclusive jurisdiction to settle any questions or disputes which may arise out of or in connection with these Standard Conditions.

(revised October 2014)