



«Research\_Office\_of\_Grantee\_details»

Our ref: «Reference»

«DateOfferIssued»

Dear «Research\_Office\_of\_Grantee\_details»

## **OFFER OF GRANT FOR «Title\_Of\_Project»**

The Scottish Ministers acting through the Chief Scientist Office of the Scottish Government Health and Social Care Directorates (referred to hereafter as “CSO”) in exercise of their powers under Section 47 of the National Health Service (Scotland) Act 1978, hereby offer to give to the «OrganisationName» (“the Grantee”) a grant of up to «AmountAwarded» STERLING, payable as set out in PART 2 of SCHEDULE 1, in connection with funding in support of research activities by the «OrganisationName», which are more particularly described in the Application (“the Project”), which is appended separately with this letter. The Project means the purpose for which the Grant has been awarded as described in the Offer of Grant and the Application.

### **1. Definitions and Interpretation**

- 1.1 In these Conditions, the words and expressions set out in **SCHEDULE 4** shall have the meanings ascribed to them in that Schedule.
- 1.2 In these Conditions unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.
- 1.3 The headings in these Conditions are for convenience only and shall not be read as forming part of the Conditions or taken into account in their interpretation.
- 1.4 Except as otherwise provided in these Conditions, any reference to a condition, clause, paragraph, sub-paragraph or schedule shall be a reference to a condition, clause, paragraph, subparagraph or schedule of these Conditions. The schedules are intended to be contractual in nature. They form part of the Agreement and should be construed accordingly.
- 1.5 This Agreement shall not be varied except by an instrument in writing signed by both parties.



- 1.6 These Conditions apply to the Agreement to the exclusion of any other terms that the Grantee seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

## 2. Purposes of the Grant

- 2.1 The Grant is made to enable the Grantee to carry out the Project.
- 2.2 The Grant shall only be used for the purposes of the Project and no other purpose whatsoever.
- 2.3 No part of the Grant shall be used to fund any activity or material which is party political in intention, use, or presentation or appears to be designed to affect support for a political party.
- 2.4 The Scottish Ministers' representative on matters relating to this Agreement will be an Official within CSO.
- 2.5 The main objectives/expected outcomes of the Grant are set out in the Application with this Offer of Grant.
- 2.6 No alteration, deletion or addition may be made to the Project, including these objectives/ expected outcomes by the Grantee without prior agreement in writing from CSO.
- 2.7 By accepting the Grant the Grantee is accepting responsibility for ensuring that the Grantee, the Lead Investigator, Co-Investigators or any other person working on the Project (including employees, students, visiting fellows, contractors and subcontractors) comply with the conditions set out in this Agreement, including the CSO Research Conditions of Grant set out in **SCHEDULE 2** ("CSO Research Conditions"). The Grantee remains fully liable for all actions or omissions of the Lead Investigator, Co-Investigators or any other person working on the Project.
- 2.8 The Grantee warrants that it does not, as at the date of this Offer of Grant, nor will in the future, receive competitively obtained funding from any source, for the same or substantially similar work as specified in the Project.
- 2.9 It is the responsibility of the Grantee 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 and will include the requirement for appraisals of staff performance at appropriate intervals. The Grantee must comply with all applicable laws and regulations in relation to the employment of individuals, including the costs of any sickness and maternity absence.
- 2.11 The Grantee shall be responsible for ensuring that a safe working environment is provided for all individuals associated with the Project. Its approach and policy on health and safety matters must meet all regulatory and legislative requirements and be consistent with best practices recommended by the Health and Safety Executive as well as all applicable laws and guidance. Appropriate care must be taken by the Grantee where researchers are working off-site. The Grantee must satisfy itself that all reasonable health and safety factors are addressed and monitor and audit the actual arrangements made.

- 2.12 CSO accept no responsibility, financial or otherwise, for expenditure (or liabilities arising out of such expenditure) or liabilities arising from the work funded by the Grant and will not indemnify the Sponsor, Grantee, the Lead Investigator, Co-Investigators or any other person working or otherwise involved in the Project (including employees, students, visiting fellows, contractors and subcontractors) against any claims for compensation or against any other claims (whether under statute or regulation or at common law), for which the Grantee may be liable as an employer or otherwise, or for which any such person may be liable. This Agreement does not give rise to any rights under the Contract (Third Party Rights) (Scotland) Act 2017 for any third party to enforce or otherwise invoke any term of this Agreement.
- 2.13 The progress in achieving objectives/expected outcomes shall be monitored by CSO through the provision of reports set out in **SCHEDULE 1**.
- 2.14 The eligible costs which the Grant can support are specified in the agreed Application and as further set out in Appendix A (Finance) of **SCHEDULE 2**. Any changes to the original costings outlined in the Application should be agreed in writing with CSO. This shall not include any Grantee insurance or indemnity arrangements.
- 2.15 The Grant is awarded for research in Scottish Higher Education Institutions (HEI), Health Boards and recognised academic research centres based and registered in Scotland.

### 3. Payment of Grant

- 3.1 The Grant shall be paid by CSO to the Grantee in accordance with the terms of **SCHEDULE 1** attached.
- 3.2 The Grantee shall submit to CSO a statement of compliance with the Conditions of the Grant using the form of words provided in **SCHEDULE 3** when submitting (i) the interim progress reports and (ii) the final report. The statement shall be signed by the Grantee's Director of Finance or equivalent authorised signatory.
- 3.3 The final instalment of the Grant will be withheld until a final statement of expenditure and final report is received. Where the total final expenditure on the Project is less than the grant paid, CSO will recover the excess amount of grant paid. The final statement of expenditure should be completed by the Finance Office of the Grantee and sent to CSO within 4 weeks of the end of the funding period. All payments may be recovered if the final statement of expenditure and final report is not received within 6 months of the end of the funding period.
- 3.4 CSO undertake an annual audit of expenditure on grants, randomly selected for this purpose. CSO will contact the Grantee if this Grant is selected, in which case the Grantee will be required to provide documentation confirming the directly incurred expenditure to date on the Project including salaries, consumables, travel and subsistence, equipment and other expenditure. For salaries, this may be a signed statement of staff costs from the Finance Office or details of total payments made from payroll clearly laid out in a summarised format. Dated invoices will be required for all consumables, travel and subsistence and equipment costs along with any invoices detailing other costs incurred on the Project. All payments made by CSO may be recovered and/or future payments withheld if expenditure by the Grantee is not in accordance with that agreed by CSO.

## **4. Responsibilities of the Grantee**

- 4.1 The Grantee must notify CSO of the start and completion dates of the Project and of any events occurring during the Project which could prejudice the completion date. No major change in the research protocol may be made without prior agreement in writing to CSO and, where appropriate, the Research Ethics Committee or any other relevant approval body.
- 4.2 The Grantee is responsible for ensuring that the Project is completed within the time allocated and within the financial limits of the Grant (as specified in the Application) and must advise CSO immediately in writing 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 Agreement by Scottish Ministers and the demand for partial or full repayment of funds.
- 4.3 The Sponsor and Grantee must put in place appropriate management and monitoring arrangements for the Project. If the Project fails to progress, the Sponsor, Grantee and CSO will work together with the Lead Investigator/Co-Investigators to develop a solution. CSO will not accept financial responsibility for delays in the Project due to staff changes.

## **5. Inspection and Information**

- 5.1 The Grantee shall keep CSO fully informed of the progress of the Project. A progress report will be required at 6 months for all projects. For projects that last 24 months or less, a progress report is required at 12 months and for those more than 24 months, a progress report at 18 months (and thereafter annually) is required. The CSO reserves the right to request a progress report at any time in the life of a Project. The progress report should be in the format provided by CSO unless otherwise stated.
- 5.2 Revisions to targets/milestones against which progress in achieving objectives/outcomes are monitored shall be subject to the written agreement of CSO.
- 5.3 The Grantee shall, on completion of the Project, submit a report to CSO summarising the outcomes and performance of the Project. This report shall include such statistical and other information relating to the impact of the Project as required by CSO.
- 5.4 The Grantee shall also provide any other information that CSO may reasonably require to satisfy themselves that the Project is consistent with the Agreement. The Grantee shall provide CSO with prompt access to any information they reasonably require to ensure compliance with these Conditions.
- 5.5 Adequate and proper records and books of account recording all receipts and expenditure of monies paid by CSO by way of the Grant should be kept and maintained by the Grantee for a period of six years after the expenditure occurs. The Grantee shall afford CSO, their representatives, the Auditor General for Scotland, his/her representatives and other persons as CSO may reasonably specify from time to time access to those records and books of account as may be required by them at any reasonable time in response to a written request for such access from the person seeking it. The Grantee shall provide reasonable assistance and explanation that the person carrying out the inspection may from time to time require.

- 5.6 In the event of the Grantee becoming aware of or suspecting any irregular or fraudulent activity that may have any impact on the Project, or on the use of the Grant or any part of it, the Grantee shall immediately notify CSO of such activity and provide such other information as CSO may reasonably require in relation to the impact on the Project and the use of the Grant.
- 5.7 The Grantee shall immediately inform CSO of any change in its constitution for example, but not limited to, a change in status from one type of corporate body to another.

## **6. Fair Work First conditionality**

- 6.1 The Grantee shall pay at least the real Living Wage to:
- 6.1.1 all staff aged 16 and over, including apprentices, who are directly employed by the Grantee and work in Scotland
- 6.1.2 all staff aged 16 and over, including apprentices, who are directly employed by the Grantee and directly engaged in delivering the funded activity but are based elsewhere in the UK
- 6.2 The Grantee shall ensure that at least the real Living Wage is paid to all workers aged 16 and over, including apprentices (in a third party) not directly employed by the Grantee who are directly engaged in delivering the funded activity and based anywhere in the UK.
- 6.3 The Grantee shall demonstrate that all workers employed within their organisation, including agency workers, have access to effective workers' voice channel(s).
- 6.4 The Grantee shall provide any and all information reasonably required by Scottish Ministers to satisfy themselves that the Fair Work First obligations herein, namely, to pay at least the real Living Wage and providing access to effective workers' voice channels, are being complied with.

## **7. Confidentiality and Data Protection**

- 7.1 The Grantee will respect the confidentiality of any commercially sensitive information that it has access to as a result of the Project.
- 7.2 Notwithstanding the above, the Grantee may disclose any information as required by law or judicial order. All information submitted to CSO may need to be disclosed and/or published by CSO. Without prejudice to the foregoing generality, CSO may disclose information in compliance with the Freedom of Information (Scotland) Act 2002, any other law, or, as a consequence of judicial order or order by any court or tribunal with the authority to order disclosure. Further, CSO may also disclose all information submitted to them to the Scottish or United Kingdom Parliament, or any other department, office or agency of Her Majesty's Government in Scotland, in right of the Scottish or the United Kingdom Administration and their servants or agents. When disclosing such information to either the Scottish Parliament or the United Kingdom Parliament, it is recognised and agreed by both parties that CSO shall, if they see fit, disclose such information but are unable to impose any restriction upon the information that it provides to Members of the Scottish Parliament or Members of the United Kingdom Parliament. Such disclosure shall not be treated as a breach of this Agreement.

- 7.3 The Grantee shall ensure that all requirements of the Data Protection Laws are fulfilled in relation to the Project. In particular, the Grantee (and procure that the Lead Investigator and Co-Investigators) shall ensure at all times that any personal data collected during the course of the Project shall be securely held and handled and that the anonymity of persons to whom the data refers shall be preserved, including in any report or publication.
- 7.4 To comply with section 31(3) of the Public Services Reform (Scotland) Act 2010, CSO publish an annual statement of all payments over £25,000. In addition, in line with openness and transparency, the Scottish Government publishes a monthly report of all payments over £25,000. The Grantee should note that where a payment is made in excess of £25,000 there will be disclosure (in the form of the name of the payee, the date of the payment, the subject matter and the amount of grant) in both the monthly report and the annual Public Services Reform (Scotland) Act 2010 statement.
- 7.5 CSO shall process personal data in accordance with its privacy policy amended as required. Details of the CSO privacy policy are available on the CSO website:  
<https://www.cso.scot.nhs.uk>

## 8. Assets

- 8.1 Recovery of assets by CSO shall not be required, but the Grantee must note and abide by CSO Research Condition 4 (Equipment) set out in **SCHEDULE 2**.

## 9. Publication and Acknowledgement of Support

- 9.1 The Grantee must acknowledge CSO funding support in publications and communications (including media appearances and releases, as well as journals and conferences). CSO attach great importance to the publication and dissemination of the results of research undertaken with its grant support. CSO financial support should always be acknowledged, even where contribution to individual papers is minor.
- 9.2 CSO may, at its discretion, for the purposes of NHS Scotland or elsewhere in the United Kingdom and for the purposes of social work activities in Scotland or elsewhere in the United Kingdom, inform, as appropriate, any Minister of the Crown, any Health Board or similar statutory body, and any Local Authority in the UK of any results of the Project.
- 9.3 The Grantee is responsible for ensuring that articles or papers that arise from the research funded give an accurate account of the research. For awareness, CSO must be informed in advance of any intended publication or significant public presentation of any work containing results, information or technical knowledge connected to the Project. This includes where research results are to be presented by poster display or oral presentation to a medical or scientific meeting. Abstracts should be sent to CSO in advance of submission to the organisers of the meeting, and additional results and any text used should be submitted as soon as possible prior to the meeting. CSO must also receive a copy prior to submission for publication, a CSO may comment on any matters of policy raised in the work. In particular, CSO must be given, where possible, at least 5 working days' advance notice of, and an opportunity to comment on, any publicity material or press release relating to research supported by the Grant that may be considered as "sensitive", "newsworthy", or exploitable by the media. Where new or previously unreported research results are to be made public at any meeting where representatives of the specialist or general news media may be present, the

data and any text to be used should be sent to CSO in advance of the presentation, together with full information about the meeting.

- 9.4 During the election period, CSO follow Scottish Government election and communication advice. Any new announcements during this period pertaining to Scottish Ministers-funded research that may be construed as political in nature must be cleared with CSO before issue.
- 9.5 A copy of the final, peer-reviewed version of all papers arising from the funded research and accepted for publication must be deposited in [Europe PubMed Central](#) and be made freely available immediately. All papers derived from the Project must acknowledge CSO Grant funding and cite the CSO Grant reference number.
- 9.6 In order to facilitate compliance with condition 9.5, a separate application may be made for open access publication charges up to the limit per grant stated on the open access application. This support is limited to papers presenting the methods and/or findings of the study which are accepted for publication within 18 months of completion of the Project (taken as the date of financial reconciliation).
- 9.7 CSO reserve the right to publish details of the Grant award and of the scientific objectives of the Project.

## **10. Intellectual Property Rights**

- 10.1 All Intellectual Property Rights generated in the Project, including background information and know-how used in connection with the Project, are and shall be owned by the Grantee. For the purposes of this Agreement, “Background IP” is defined as all intellectual property including but not limited to all information, know-how and data made available by the Grantee for use in the Project but not generated therein.
- 10.2 Notwithstanding any other terms in this Agreement, the Grantee hereby grants to CSO a worldwide, non-exclusive, perpetual, irrevocable, transferrable (with a right to sublicense) and royalty-free licence: (a) to make use of the Background IP for all purposes related to the Project; and (b) to make use of, including the right to use, adapt and amend, all Intellectual Property Rights generated by the Grantee or by anyone acting on its behalf for the purposes of and in connection with the Project. Where any such adaptations and amendments are made by CSO to Intellectual Property Rights generated by the Grantee, any use or publication of these adaptations and amendments shall acknowledge the input of CSO and such work shall not be presented solely as the work of the Grantee.
- 10.3 The Grantee will ensure that nothing contained in any materials produced, submitted, or reproduced in relation to the Project by the Grantee or anyone acting on its behalf, including the Application and the Background IP, shall constitute an infringement of the rights of any third party including Intellectual Property Rights and shall indemnify CSO against all actions, proceedings, claims and demands made by any third party and any liabilities, costs, expenses, damages and losses incurred by CSO. The indemnity in this Condition does not extend to any specific adaptations or amendments described in Condition 10.2 which are solely made by CSO to the Intellectual Property Rights generated by the Grantee.

## **11. Default and Recovery etc. of Grant**

- 11.1 CSO may re-assess, vary, make a deduction from, withhold, or require immediate repayment of the Grant or any part of it in the event that:
- 11.1.1 The Grantee commits a Default
  - 11.1.2 CSO consider that any change or departure from the purposes for which the Grant was awarded warrants an alteration in the amount of the Grant
  - 11.1.3 The Grantee fails to carry out the Project and/or the Project is not completed within the specified time periods and financial limits as specified in the Application
  - 11.1.4 In CSO' opinion, the progress of the Project is not satisfactory or the Grantee fails to begin the Project within 6 months from the date of Offer of Grant; or
  - 11.1.5 In CSO' opinion and where CSO have given at least 3 months advance notice to the Grantee that the future of the Project is in jeopardy; or
  - 11.1.6 In CSO' opinion, the Grant and/or the Project and/or the Grantee is likely to bring the reputation of CSO into disrepute; or
  - 11.1.7 The Grantee provides inaccurate, incomplete, or false information in the Application; or
  - 11.1.8 The Grantee makes changes to the Project per CSO Research Condition 15 (Variation of Conditions or Specification without the prior written agreement of CSO
- 11.2 If the Grant (or any part or condition thereof) does not comply with applicable Subsidy Control obligations, CSO may require immediate repayment of the Grant or any part of it together with interest at such rate and on such basis as may be determined from time to time in accordance with the law.
- 11.3 CSO may withhold the payment of the Grant if at any time within the duration of the Agreement:
- 11.3.1 The Grantee passes a resolution that it be wound up, or a court makes an order that the Grantee be wound up. In either case, otherwise than for the purposes of reconstruction or amalgamation, or circumstances arise which would enable a court to make such an order, or the Grantee is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
  - 11.3.2 Where the Grantee is an individual, if a petition is presented for the Grantee's bankruptcy or the sequestration of his estate, or a criminal bankruptcy order is made against the Grantee; or the Grantee makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignation for the benefit of creditors, or if an administrator or trustee is appointed to manage his affairs; or
  - 11.3.3 A receiver, manager, administrator, or administrative receiver is appointed to the Grantee, or over all or any part of the Grantee's property, or circumstances arise which would entitle a court or a creditor to appoint such a receiver, manager, administrator or administrative receiver.



- 11.4 In the event that the Grantee becomes bound to pay any sum to CSO in terms of Condition 11.1, the Grantee shall pay CSO the appropriate sum within 14 days of a written demand for it being given by or on behalf of CSO to the Grantee. In the event that the Grantee fails to pay the sum within the 14 day period, CSO shall be entitled to interest on the sum at the rate of 2 per cent per annum above the Bank of England base lending rate prevailing at the time of the written demand, from the date of the written demand until payment in full of both the sum and interest.
- 11.5 Notwithstanding the provisions of this Condition 11, in the event that the Grantee is in breach of any of the Conditions, CSO may, provided that the breach is capable of a remedy, postpone the exercise of their rights to recover any sum from the Grantee in terms of Condition 11 for such period as they see fit and may give written notice to the Grantee requiring it to remedy the breach within such period as may be specified in the notice. In the event of the Grantee failing to remedy the breach within the period specified, the Grantee shall be bound to pay the sum to CSO in accordance with the foregoing provisions.
- 11.6 Any failure, omission or delay by CSO in exercising any right or remedy to which they are entitled by virtue of Conditions 11.1 to 11.3 shall not be construed as a waiver of such right or remedy.

## **12. Assignment**

- 12.1 The Grantee shall not be entitled to assign, sub-contract or otherwise transfer its rights or obligations under the Agreement without the prior written consent of CSO.

## **13. Termination**

- 13.1 The Agreement may be terminated by CSO giving no less than 3 months' notice in writing from the date of the notice being sent.

## **14. Corrupt Gifts and Payments of Commission**

- 14.1 The Grantee shall ensure that its employees shall not breach the terms of the Bribery Act 2010 in relation to this or any other grant. The Grantee shall ensure that adequate controls are in place to prevent bribery.

## **15. Continuation of Conditions**

- 15.1 These Conditions, except for Condition 8, shall continue to apply for a period of 5 years after the end of the financial year in which the final instalment of the Grant was paid.
- 15.2 Conditions 8 and 10 shall continue to apply until the end of the period referred to in that Condition.

## **16. Compliance with the Law**

- 16.1 The Grantee shall ensure that in relation to the Project, they and anyone acting on their behalf shall comply with the relevant law for the time being in force in Scotland.

## **17. Governing Law**

17.1 This contract is governed by the Law of Scotland and the parties hereby prorogate to the exclusive jurisdiction of the Scottish Courts.

17.2 If the offer of this Grant on the whole terms and conditions as set out in the letter and the annexed Schedules is accepted, the Grant Acceptance should be signed and dated below and the offer of Grant and Schedules should be returned to CSO ([csograntteam@gov.scot](mailto:csograntteam@gov.scot)). A copy of the grant acceptance should be kept by the Grantee for reference.

Yours sincerely,

«**DateOfferIssued**»»

## GRANT ACCEPTANCE

On behalf of the «OrganisationName», I accept the foregoing offer of Grant by the Scottish Ministers dated «DateOfferIssued».on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that the «OrganisationName» is solvent. I confirm that I hold the relevant signing authority.

Signed:

«Director/Company Secretary/Authorised Signatory»

Print Name:

Position in Organisation of Person Signing:

Date: [Click here to enter a date.](#)

Place of Signing:

Signed:

«Witness»

Witness Name:

Address:

Date: [Click here to enter a date.](#)

Place of Signing:

## SCHEDULE 1

### 1. Project

- 1.1 A detailed description of the Project, «OrganisationName», «[Title\_of\_project]», including particular obligations and milestones is specified in the agreed Application.

### 2. Purpose of Grant

- 2.1 To fund the research as described in the agreed Application.
- 2.2 As part of progressing the Project, the Grantee is responsible for:
- 2.2.1 Ensuring the research supported by the Project is conducted in accordance with [UK Policy Framework for Health and Social Care Research](#), [guidance on Governance Arrangements for Research Ethics Committees](#), that appropriate ethical approval to undertake research is granted before any work requiring approval begins, and that any research project has documented NHS organisation approval before any work that involves the NHS commences.
  - 2.2.2 Ensuring that sponsorship arrangements are in place for all research supported by the Project and that Sponsor(s) are satisfied that arrangements are in place before a research project begins (a) for the research team to access resources and support to deliver the research as proposed; and (b) that arrangements are in place allocating responsibilities for the management, monitoring and reporting of the research.
  - 2.2.3 Ensuring that research supported by the Project complies with all current and future relevant legislation and Government regulations, whether in force or not as at the date of this Grant. This requirement includes approval or licence from any regulatory body that may be required before research can commence.
  - 2.2.4 Adherence to the [Fair Work Framework](#) (see Condition 6).
  - 2.2.5 Notifying CSO immediately if there is any indication that research or financial misconduct has occurred.
- 2.3 The Grantee shall procure that the Lead Investigator will be responsible for delivering the work as set out in the agreed Application, governance arrangements within the Project including personnel management, research management, financial controls, and provision of information to CSO.
- 2.3 The progress in achieving objectives/expected outcomes shall be monitored by CSO. The Grantee shall ensure that the Lead Investigator provides CSO with:
- 2.3.1 An initial progress report using the template available on the grants management system, must be submitted to CSO 6 months from the start of the Project.
  - 2.3.2 Progress reports using the template available on the grants management system must be submitted to CSO as specified in Condition 5.1, summarising the activities during the reporting period towards the aims of the Project as set

This is Schedule 2, the CSO Research Conditions referred to in the Agreement between the Scottish Ministers and the Grantee.

out in the Application along with a completed SCHEDULE 3 as per Condition 3.2.

- 2.3.3. A final report using the template available on the grants management system must be submitted by the end of the Project for review and for subsequent publication on the CSO website. The final report should summarise the significant outputs of the Project over the course of the entire period of CSO funding and be accompanied by a funded project outcomes report. The grantee is responsible for providing a separate finance report along with a completed SCHEDULE 3 within 4 weeks of the end of the funding period.

### 3. Payment of Grant

- 3.1 Subject to Appendix A (Finance) of SCHEDULE 2, the total Grant of up to «AmountAwarded» shall be payable over «StartDate» to «EndDate». The Grant will be payable in quarterly instalments to a payment schedule issued by CSO. A full payment schedule detailing the profiled grant instalments will be issued on receipt of a signed Grant Acceptance, Start Certificate and Ethics.
- 3.2 The Grantee shall provide progress reports as per Condition 5.1.
- 3.3 In the event of revisions to profiled expenditure as per Conditions 4.1 and 4.2 of the Conditions, the technical and financial reporting requirements for the affected reporting years will reflect the revised work programme and financial profile that are agreed in writing with the CSO and not the details set out in this offer letter.
- 3.4 CSO reserve the right to withdraw its award of Grant if the Project does not commence within 6 months of the signed award letter or otherwise agreed with CSO. If there is any risk that the Project will not begin within this timescale, the Grantee must contact CSO to explain the reason for the delay. Only in exceptional circumstances will an extension to this timetable be approved by CSO.
- 3.5 The Grantee shall comply with the additional obligations set out in Appendix A (Finance) of **SCHEDULE 2**.

This is Schedule 2, the CSO Research Conditions referred to in the Agreement between the Scottish Ministers and the Grantee.

## **SCHEDULE 2**

### **CSO Research Conditions of Grant for Response Mode Funding**

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This is Schedule 2, the CSO Research Conditions referred to in the Agreement between the Scottish Ministers and the Grantee.

## **1. Eligibility**

- 1.1 The Grant is open to applications from Scottish Higher Education Institutions (HEI), Health Boards and recognised academic research centres based and registered in Scotland.

## **2. Sponsorship**

- 2.2 As specified in Condition 2.11 (Purposes of the Grant) of the Conditions, CSO (including CSO) do not assume sponsorship responsibility for research funded through its research Grant Schemes.

## **3. Staff**

- 3.1 The Grantee is responsible for ensuring that all clinicians working on a Grant are aware that they are individually responsible for making appropriate cover with a professional defence organisation for any activities not covered by NHS indemnity arrangements or by any additional provision made by the Grantee. CSO will not meet the needs of such cover, and the Grant funding should not be used for such costs.
- 3.2 The Grantee is responsible for ensuring that any honorary contracts required by clinical or other staff working under a Grant have been obtained prior to the start of the award.
- 3.3 The Lead Investigator must be a permanent salaried member of staff or have an employment contract with the Grantee which extends 24 months beyond the end of the Grant period.
- 3.4 The Grantee must ensure that equality, diversity and inclusion are considered and supported at all stages throughout the performance of the Project. The approach to supporting equality, diversity and inclusion is expected to exceed all relevant legal obligations, including but not limited to those of the Equality Act 2010 as amended from time to time.

## **4. Equipment**

- 4.1 The purpose of the Grant is to fund research activity and therefore equipment costs and purchases by the Grantee should be kept to the minimum necessary and as a very minor proportion of the Grant funds used. Equipment costs will be assessed for value for money and need as part of the evaluation of the research Grant Application.
- 4.2 Any equipment procured through the Grant will be the property of the Grantee who will be responsible for appropriate ongoing insurance, safety and maintenance of any equipment. The procurement of equipment, consumables and services, including maintenance by the Grantee, must comply with all relevant applicable legislation, and consideration must be given to the energy and waste implications of all procurements.

This is Schedule 2, the CSO Research Conditions referred to in the Agreement between the Scottish Ministers and the Grantee.

## 5. Finance

- 5.1 The Grantee shall exercise financial control of the Grant funds according to the conditions set out in Appendix A (Finance).

## 6. Use of Animals

- 6.1 Wherever possible, investigators must adopt procedures and techniques which avoid the use of animals. Where this is not possible, the research must be designed to meet full compliance with all Home Office Regulations and any legal requirements regarding the use of animals including:

- a) Ensuring that the least sentient species with the appropriate physiology is used
- b) Ensuring that the number of animals used is the minimum sufficient to provide the statistical power to answer the question posed
- c) Ensuring that the severity of procedures performed on animals is kept to a minimum. Experiments should be kept as short as possible. Appropriate anaesthesia, analgesia and humane end points should be used to avoid any pain and suffering.

- 6.2 The Grantee must comply with the provisions of the Animals (Scientific Procedures) Act 1986 and any amendments where applicable, and ensure that all necessary licences are in place before any work requiring approval takes place. The Grantee should also follow the guidance set out in the “Responsibility in the use of animals in bioscience research”: [Responsibility in the use of animals in bioscience research | NC3Rs](#).

## 7. Ethics and Research Governance Approvals

- 7.1 All necessary and appropriate research governance reviews and approvals must be put in place by the Grantee before research that requires these reviews and approvals can begin. These reviews and approvals shall include, where necessary and appropriate, a research ethics committee review (i.e. NHS Research Ethics Committee or University Ethics Committee as appropriate), NHS R&D, the Health Research Authority (HRA), the Administration of Radioactive Substances Advisory Committee (ARSAC), the Human Fertilisation and Embryology Authority (HFEA), the Medicines and Healthcare products Regulatory Agency (MHRA), and information governance reviews such as review by the Public Benefit & Privacy Panel for Health & Social Care or equivalent.
- 7.2 The Grantee shall notify CSO of any significant changes to the work described in the Application resulting from these reviews noted above.
- 7.3 Research ethics must be sought by the Grantee and confirmed as granted before any work requiring such approval begins and a copy of this approval must be sent to CSO. Ongoing funding is conditional on sponsor and relevant ethics approvals being in place before the research begins. However, initial funding can be released with agreement from CSO in order to put these in place.



This is Schedule 2, the CSO Research Conditions referred to in the Agreement between the Scottish Ministers and the Grantee.

- 7.4 A clinical trial application (CTA) is required for any trial falling within the scope of the applicable UK clinical trial regulations and must be obtained prior to the start of the clinical trial phase of the study.
- 7.5 Clinical trials must be registered by the Grantee on a publicly accessible database including, where applicable, the ISRCTN registry.
- 7.6 Payments to healthy volunteers participating in clinical research are allowable, provided that the payment is for expense, time and inconvenience, and is not at a level which would induce people to take part in studies against their better judgement.

## **8. Research and Financial Misconduct**

- 8.1 The Grantee must have adequate systems in place for ensuring the quality and financial management of research that is carried out by its staff so that scientific misconduct (e.g. plagiarism, falsification of data, improper selection of data) or financial misconduct can be prevented. The Grantee shall have effective mechanisms in place for identifying scientific and financial misconduct and clearly publicised and agreed on procedures for investigating allegations of such misconduct.
- 8.2 As part of the Project, and as addressed in Schedule 1 (The Project), the Grantee is responsible for notifying CSO immediately if there is any indication that research or financial misconduct has occurred.

## **9. Monitoring and Evaluation**

- 9.1 The Lead Investigator (or an individual nominated by the Lead Investigator) is obliged to confirm their patient recruitment monthly on the Central Portfolio Management System. Patient recruitment data is collated across NHS Research Scotland by local R&D boards. In instances where this is not feasible, the Lead Investigator (or leading Scottish health board) is obliged to upload patient recruitment for all locations across the UK to the Central Portfolio Management System.
- 9.2 The Lead Investigator is responsible for ensuring that a final report and other information and actions required by CSO as part of the Project completion will be available and completed to the satisfaction of CSO by the end of the Grant funding period. This should conform to the guidelines as provided by CSO. The Grantee shall ensure that the Lead Investigator complies with the requirements set out in this CSO Research Condition.
- 9.3 Funding of further Grant applications from the Lead Investigator will not be considered until outstanding actions detailed in CSO Research Condition 9.2 have been completed to the satisfaction of CSO.
- 9.4 Copies of all publications originating from CSO-sponsored research, published either before or after the final report, must be provided to CSO.

This is Schedule 2, the CSO Research Conditions referred to in the Agreement between the Scottish Ministers and the Grantee.

- 9.5 The Grantee shall ensure that the Lead Investigator complies with the CSO Research Conditions placed on them in this Schedule 2.

## **10. Public Engagement in Science**

- 10.1 The Grantee and/or Lead Investigator and/or Co-Investigators are expected to participate in activities which seek to raise awareness of science amongst lay audiences. Research-active NHS organisations are expected to develop and deliver their own communication strategies and in some cases, if relevant, local Investigators might be able to involve themselves with those communication initiatives. Universities also have a role in developing opportunities for science dialogue with lay audiences. Key audiences for the Grantee to consider in its communication activities are:

- a) opinion formers, influencers and policymakers
- b) scientific community
- c) health professionals
- d) consumers/patients
- e) the public

## **11. Commercial Exploitation**

- 11.1 The Grantee is responsible for ensuring that CSO are informed promptly in writing of any discovery, development, application or technical knowledge ("Innovation") generated, created or arising in the course of the research and the Project which could have commercial value.
- 11.2 The Grantee is responsible for ensuring that CSO are notified in advance of any proposed discussion or negotiation with any person, company or firm with a view to commercial use or exploitation of such innovation.
- 11.3 The Grantee shall ensure that all engaged in the research make every effort to ensure that any potential innovation is appropriately exploited. If, at the end of a period of 5 years from the date of final payment of the Grant, CSO take the view (at its sole discretion) that the Grantee has not taken adequate steps to exploit the innovation (whether commercially or otherwise), CSO shall notify the Grantee in writing to that effect. In arriving at such a view, CSO will first consult the Grantee (but will always have full discretion to form its view) and shall subsequently notify the Grantee in writing. On such notification from CSO, the Grantee automatically assigns and transfers to CSO all rights, title, and interest, and waives all moral rights in all Intellectual Property Rights generated during the Project. To the extent that such Intellectual Property Rights do not so automatically vest in CSO, the Grantee shall hold such Intellectual Property Rights in trust for CSO.
- 11.4 The Grantee must ensure that all parties associated and involved with the Project are aware of and accept the arrangements and conditions for exploitation.
- 11.5 The Grantee shall enter into formal collaborative arrangements through one or more agreements covering the contributions and rights of the organisations and individuals concerning exploitation.

This is Schedule 2, the CSO Research Conditions referred to in the Agreement between the Scottish Ministers and the Grantee.

- 11.6 Such agreement(s) must be put in place by the Grantee before the research and the Project begins. The terms of collaboration agreements must not conflict in any way with the Grant Conditions.

## **12. Preserving and Sharing Research Data**

- 12.1 CSO, in common with other public research funders, strongly encourage the sharing of data from research it supports. Where the data may be of interest to researchers other than the original investigators, consent from research participants should be worded in terms that enable the data to be used for secondary analysis and datasets should be preserved in a way that encourages other analysts to use them. The best method for ensuring this is to deposit the data with full supporting documentation in a public archive, such as the UK Data Archive.
- 12.2 CSO recognise that the Lead Investigator has a right to a limited period of exclusive use of the data, that secondary analyses may be most fruitfully conducted in collaboration with the Lead Investigator, and that publications making secondary use of the data should acknowledge the intellectual property rights of the Lead Investigator.
- 12.3 Whether or not the data are likely to be used for secondary analysis, the Lead Investigator must ensure that the raw data or results are stored for a minimum period of 5 years after completion of the Project. At any time during this period, the data or results may be requested by CSO. If a longer period of storage is required, this will be indicated in the notice of funding.

## **13. Continuing Subsistence of Conditions**

- 13.1 These CSO Research Conditions shall subsist notwithstanding the termination of the Project howsoever arising or the Grant period unless otherwise agreed.

## **14. Variation of Conditions or Specification**

- 14.1 No alteration, deletion or addition may be made to any of these CSO Research Conditions or any part of the specification of the Project as set out in the Application without the prior agreement in writing of CSO. In particular:

- a) any change of substance in the objectives of the Project
- b) any change of Lead Investigator/Co-Investigators/ Centre Director
- c) any change of the maximum expenditure figure for each element of the Grant given in the Specification
- d) any change in the duration of the Grant

must be approved by CSO. If CSO do not approve a change proposed by the Grantee, CSO may, after consultation with the Sponsor and/or Grantee, cancel or renegotiate the arrangements for support of the Project or seek repayment of the Grant monies in accordance with Condition 11.1 (Default and Recovery etc. of Grant) of the Conditions of Grant.

## **Appendix A - FINANCE**

### **1. General**

- 1.1 The Offer of Grant issued by CSO acting through the Chief Scientist Office (CSO) of the Scottish Government must be signed by the Grantee and returned to CSO. Projects are expected to start (unless there are exceptional circumstances) within 6 months of the date of the Offer of Grant.
- 1.2 When a Project commences, usually when the first staff are appointed on the Project, the Start Certificate provided by CSO must be completed by the Grantee's Finance Office and returned to CSO. The start and finish dates must always be the first and last days of a month respectively. A finance contact for the Grant must be identified. No money will be paid for a new Project until a signed Start Certificate and, where appropriate, evidence of research ethics approval is received from the Grantee (see Research Conditions 7.3). No transfer of funds between awarded categories of expenditure may take place without the prior agreement of CSO.

### **Full Research Grants**

- 1.3 Response Mode Grants are normally 80% of full economic costs (FEC) up to a maximum of £350,000 over a maximum period of 3 years. Payments are made by profile on completion of a payment schedule proforma that is sent to the Finance Officer of the Grantee. Payments are made quarterly in arrears. All payments made by CSO may be recovered and/or future payments withheld if expenditure by the Grantee is not in accordance with that agreed by CSO.

### **2. Use of Grant**

- 2.1 Transfers of funds between fund headings are permitted only within Directly Incurred cost categories, excluding equipment, at the rate applicable for the heading as set out in the Offer of Grant. The Grantee must not transfer funds to create new posts without prior approval from CSO. Funds can only be transferred and used to meet the cost of activity or activities that meet the agreed aims and objectives of the Project. While approval does not need to be sought from CSO for the transfer of funds (excluding the creation of new posts), CSO reserve the right to query any expenditure outlined in the final expenditure statement which has not been incurred in line with the Conditions of Grant.
- 2.2 Directly Incurred costs must not be used to meet costs on any other Grant or activity.

### **3. Costings**

- 3.1 All costs that contribute to the full economic cost (FEC) of the proposal shall be included so long as they fall within the guidelines below. All costs shall be based on the Transparent Approach to Costing (TRAC) (for Higher Education Institutes (HEI's)) or similar validated project costing methodologies (for other Research Organisations) and entered under one of the following cost headings.

- 3.2 **Directly Incurred;** These -refer to the costs of a Research Organisation's research resources. They are charged based on estimated use rather than actual expenditure.

**Staff:** payroll costs requested for staff, full or part-time, who will work directly on the Project and whose time can be supported by a full audit trail during the life of the Project.

**Travel and Subsistence:** funds for travel and subsistence for use by staff or patients who are directly engaged in the Project where these are required by the nature of the work.

**Open access costs:** A separate application for open access publication charges may be made using the Application for Open Access publication costs form supplied by CSO. This support is limited to papers presenting the methods and/or findings of the study which are accepted for publication no later than 18 months after completion of the Project as signified by the date of financial reconciliation of the Grant.

**Equipment:** The cost of equipment dedicated to the Project and costing over £3,000 (inc VAT).

**Other costs:** Costs of other items dedicated to the Project, including consumables, survey fees, purchase/hire of vehicles, and items of equipment costing less than £3,000. Only in exceptional cases where evidence is given that no computer support is available and this is essential to the Project will computers and associated hardware and software be provided. Library charges and the costs of recruiting Project staff will not be met.

Modest dissemination costs including conference costs incurred during the life of the Project may be included under this heading.

- 3.3 **Directly Allocated:** These are the costs of a Research Organisation's research resources that will be charged to the Project on the basis of estimated use, rather than actual costs. They include:

**Investigators:** Proposals will need to show the costs of the Lead Investigator, Co-Investigators and any other staff whose time charged to the Project will be based on estimates rather than actual costs (Note that CSO will not meet salary costs relating to distinction awards or discretionary points).

**Estates:** These costs may include building and premises costs, basic services and utilities, and equipment maintenance not already included under other cost headings.

**Other Directly Allocated:** These costs must be applied by using one of the following four headings: 1. costs of pooled staff, 2. usage costs of research facilities, 3. central & distributed computing and 4. charge out rates for shared equipment.

- 3.4 **Indirect Costs:** These include non-specific costs charged across the Project based on estimates and are not included elsewhere as directly allocated costs.

All costs shall be at current prices, inclusive of VAT and other applicable taxes, with no allowance for inflation. Any allowance for inflation that has been included in the full economic costing of the proposal by the Research Organisation must be excluded.

Resources to be provided by any Project partners, whether cash or in-kind contributions, shall be clearly identified in the proposal.

The costs of a Lead Investigator's time in writing up the final report may be included in the proposal.

The following costs associated with the Project **must be justified by the Grantee**:

- all Directly Incurred costs
- any Directly Allocated costs that are specific to the Project. Full justification for the level of staff effort and shared facilities requested shall be included in the Project
- the amount of Lead Investigators' effort, including writing up of the final report, and the associated estimated costs
- the estimated costs associated with technicians specific to the Project whose time cannot be supported by timesheets
- research facilities and shared laboratory equipment which cannot be substantiated through usage records

The Grantee **does not need to justify** the following Directly Allocated costs not specific to the Project:

- estates costs
- general technical services provided to a department in such areas as health and safety, equipment maintenance, storerooms etc
- shared laboratory equipment

The Grantee **does not need to justify** the breakdown of Indirect costs.

This is the schedule referred to in the forgoing Offer of Grant dated: «DateOfferIssued»

## Change Log

V1.0	26 November 2015	Initial Version
V2.0	January 2022	Updated for the introduction of Research Programmes
V3.0	August 2022	Updated by legal advisors
V4.0	April 2025	Revised for Response Mode Grants

This is the schedule referred to in the forgoing Offer of Grant dated: «DateOfferIssued»

### **SCHEDULE 3**

#### **STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT**

**«Reference» - «[Title\_Of\_Project]»**

This is to confirm that the grant claimed by «OrganisationName» in relation to the above Project during the financial year ended 31 March 20«XX» was properly due and was used for its intended purpose(s) in accordance with the terms and conditions of the Grant. This statement is supported by the records of «OrganisationName»

Signed:

Name in block capitals:

Position:

Date: [Click here to enter a date.](#)



## SCHEDULE 4

### DEFINITIONS

“**Agreement**” means the agreement constituted by CSO’ invitation to apply for a grant, the Application, these Conditions and the Grantee’s acceptance of these Conditions;

“**Application**” means the CSO application submitted by the Grantee describing the research activities (as appended) for which the Grant, reviewed by the Application Appraisal Panel, was awarded. This includes any amendments agreed by CSO in writing during the application process.

“**Application Appraisal Panel**” means a panel of independent experts appointed by CSO to review and consider the Grantee’s application and make funding recommendations to CSO;

“**Lead Investigator**” means the person who takes overall responsibility for the design, conduct and reporting of a study if it is at one site; or if the study involves researchers at more than one site, the person who takes primary responsibility for the design, conduct and reporting of the study whether or not that person is an investigator at any particular site. In the case of a single-site, the Lead Investigator and Principal Investigator will normally be the same person. For the purposes of a CSO grant, the Lead Investigator must be a permanent salaried member of staff at a Scottish HEI or NHS Board, or have a contract with a Scottish HEI or NHS Board that extends at least 2 years beyond the expected end date of any submitted proposal;

“**Co-Investigator**” means a person who assists the Lead Investigator in the management and leadership of the Project, or a person who makes a substantial intellectual contribution to the formation or development of the Project (postdoctoral research assistants, clinical fellows and technology specialists or equivalent roles);

“**Conditions**” means these grant conditions including the CSO Research Conditions;

“**CSO Research Conditions**” means the CSO Research Conditions of Grant for Research Projects and Centres set out in **SCHEDULE 2**

“**Data Protection Laws**” means any law, statute, subordinate legislation, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body including the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) and any statutory modification or re-enactment thereof and the UK GDPR;

“**Default**” means:

- a) any breach of the obligations of either party under this Agreement (including, but not limited to, any breach of any undertaking or warranty given under or in terms of this Agreement);
- b) any failure to perform or the negligent performance of any obligation under this Agreement;
- c) any breach of any legislation or licences or other applicable permits by the Grantee; or
- d) any negligence or negligent or fraudulent mis-statement or misappropriation of Grant, or any other default,

In all cases by either party, its employees, agents, sub-contractors, or representatives;

“**Effective voice**” means the dimension of Fair Work as defined by the Fair Work Convention in their Fair Work Framework and includes ensuring that workers are able to be listened to at both an individual and collective level, air their views and influence workplace outcomes;

“**Financial Year**” means a period from 1 April in one year until 31 March in the next;

This is the schedule referred to in the forgoing Offer of Grant dated: «DateOfferIssued»

**“Grant”** means the grant offered by CSO to the Grantee as specified in the research grant letter, as varied from time to time in accordance with these Conditions;

**“Grantee”** means the eligible institution or organisation to whom the grant will be payable and at which the Lead Investigator is based;

**“Intellectual Property Rights”** means all copyright and neighbouring and related rights, moral rights, patents, trademarks, design rights, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), semiconductor topography rights, plant variety rights and all other rights in the nature of intellectual property whether or not registered, in any materials or works in whatever form (including but not limited to any materials stored in or made available by means of an information technology system and the computer software relating thereto) which are created, produced or generated as part of the Project by or on behalf of the Grantee and which subsist, or will subsist now or in the future in any part of the world;

**“Principal Investigator”** means the individual responsible for the conduct of the research at a research site. There should be a Principal Investigator for each research site;

**“Project”** means the purpose/project for which the Grant has been awarded as described in the Offer of Grant;

**“Payment”** means each of the payments specified in Schedule 1 hereto;

**“Sponsor”** means an individual, organisation, or group taking on responsibility for securing the arrangements to initiate, manage and finance a study. A group of individuals and/or organisations may take on sponsorship responsibilities and distribute them by agreement among the members of the group, provided that, collectively, they make arrangements to allocate all the responsibilities in the UK Policy Framework for Health and Social Care Research that are relevant to the study;

**“Subsidy Control”** means the United Kingdom’s international commitments on subsidy control arising from, amongst others, the EU-UK Trade and Cooperation Agreement, World Trade Organisation Membership and commitments arising from international treaties and agreements to which the United Kingdom is a party;

**“Transparent Approach to Costing (TRAC)”** an agreed methodology used by universities and other higher education bodies for calculating full economic costs;

**“UK GDPR”** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.