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| **Chief Medical Officer Directorate**  Chief Scientist Office  CSOlogo |  |
|  |  |
|  |  |

Our ref: Our Ref.

Date

Dear

**OFFER OF GRANT FOR INSERT RELEVANT DETAIL**

The Scottish Ministers (acting through the Chief Scientist Office (CSO)) in exercise of their powers under Section 47 of the National Health Service (Scotland) Act 1978 hereby offer to give to the insert name of grantee (“the Grantee”) a grant of up to insert grant amount STERLING, payable as set out in PART 2 of SCHEDULE 1 in connection with funding in support of research activities by the insert name of grantee, which are more particularly described in the Application Form (“the Programme”), which is appended with this letter. The Programmemeans the purpose for which the Grant has been awarded as described in the Offer of Grant and the Application Form.

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 Programme.

2.2 The Grant shall only be used for the purposes of the Programme 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 a Research Manager at the Chief Scientist Office of the Scottish Government Health and Social Care Directorates (referred to hereafter as “CSO”).

2.5 The main objectives/expected outcomes of the Grant are set out in the agreed Application Form appended with this Offer of Grant.

2.6 No alteration, deletion or addition may be made to the Programme, these objectives/expected outcomes by the Grantee without prior agreement in writing of CSO.

2.7 By accepting the Grant the Grantee is accepting responsibility for ensuring that the Grantee, the Chief Investigator, Co-Investigators or any other person working on the Programme (including employees, students, visiting fellows, contractors and subcontractors) comply with the conditions set out in this Agreement, including the CSO Research Conditions of Grant for Research Programmes and Centres set out in **SCHEDULE 2** ("CSO Research Conditions”). The Grantee remains fully liable for all actions or omissions of the Chief Investigator, Co-Investigators or any other person working on the Programme.

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 Programme.

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.

2.10 In carrying out the programme the grantee will be expected to give regard to the [Fair Work Framework](https://www.fairworkconvention.scot/the-fair-work-framework/). Organisations are asked to commit to the following Fair Work First criteria in a way that is relevant and proportionate for the organisation:

* appropriate channels for effective voice, such as trade union recognition
* payment of the real Living Wage
* investment in workforce development
* no inappropriate use of zero hours contracts
* action to tackle the gender pay gap and create a more diverse and inclusive workplace
* offer flexible and family friendly working practices for all workers from day one of their employment
* oppose the use of fire and rehire practice

2.11 The Grantee shall be responsible for ensuring that a safe working environment is provided for all individuals associated with the Programme. 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 Scottish Ministers accept no responsibility, financial or otherwise, for expenditure (or liabilities arising out of such expenditure) or liabilities arising out of the work funded by the Grant and will not indemnify the Sponsor, Grantee, the Chief Investigator, Co-Investigators or any other person working or otherwise involved in the Programme (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 Form appended with this letter and as further set out in Appendix A (Finance) of **SCHEDULE 2**. This shall not include any Grantee insurance or indemnity arrangements.

2.15 The Grant is awarded for research in Higher Education Institutions, NHS Boards, hospitals, medical schools, primary care or other appropriate centers. The Grantee must have its registered office or principal place of business in Scotland.

**3. Payment of Grant**

3.1 The Grant shall be paid by the Scottish Ministers to the Grantee in accordance with the terms of **SCHEDULE 1** attached.

3.2 The Grantee shall submit to the Scottish Ministers a statement of compliance with the Conditions of the Grant using the form of words provided in **SCHEDULE** when submitting (i) the interim 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 the final report is received. Where the total final expenditure on the Programme 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.

3.4 All payments may be recovered if the final statement of expenditure is not received within 6 months of the end of the funding period.

3.5 CSO undertakes 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 Programme 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 Programme. 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 Programme and of any events occurring during the Programme which could prejudice the completion date. No major change in the research protocol may be made without prioragreement in writing of CSO and, where appropriate, the Research Ethics Committee or any other relevant approval body.

4.2 The Grantee is responsible for ensuring that the Programme is completed within the time allocated and within the financial limits of the Grant (as specified in the Application Form) and must advise CSO immediately in writing of any occurrences which may prejudice the completion of the Programme within these limits. Failure to do so may result in termination of the Programme 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 programme. If the Programme fails to progress, the Sponsor, Grantee and CSO will work together with the Chief Investigator/Co-Investigators to develop a solution. CSO will not accept financial responsibility for delays in the Programme due to staff changes.

4.4 It is suggested that a programme management committee is established to oversee the programme of work. The composition of the committee will be a matter for the Chief Investigator to decide, but the issues for consideration will include research conduct and governance, Programme and financial management and dissemination (including where appropriate archiving of data).

**5. Inspection and Information**

5.1 The Grantee shall keep the Scottish Ministers fully informed of the progress of the Programme in the form of an initial 6 month report and thereafter annual reports. Details shall include actual expenditure to date compared with profiled expenditure and any change to estimated expenditure for the financial year and/or the Programme as a whole, the reasons for any such changes and progress in achieving objectives/outcomes.

5.2 Revisions to targets/milestones against which progress in achieving objectives/outcomes are monitored shall be subject to the written agreement of the Scottish Ministers.

5.3 The Grantee shall, on completion of the Programme, submit a report to the Scottish Ministers summarising the outcomes and performance of the Programme. Such a report shall include such statistical and other information relating to the impact of the Programme as shall be required by the Scottish Ministers.

5.4 The Grantee shall also provide any other information that the Scottish Ministers may reasonably require to satisfy themselves that the Programme is consistent with the Agreement. The Grantee shall provide the Scottish Ministers with prompt access to any information they reasonably require to ensure compliance with these Conditions.

5.5 The Grantee shall keep and maintain for a period of 6 years after the expenditure occurs, adequate and proper records and books of account recording all receipts and expenditure of monies paid to it by the Scottish Ministers by way of the Grant. The Grantee shall afford the Scottish Ministers, their representatives, the Auditor General for Scotland, his/her representatives and such other persons as the Scottish Ministers may reasonably specify from time to time, such 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 such reasonable assistance and explanation as 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 Programme or on the use of the Grant or any part of it, the Grantee shall immediately notify the Scottish Ministers of such activity and provide such other information as the Scottish Ministers may reasonably require in relation to the impact on the Programme and the use of the Grant.

5.7 The Grantee shall immediately inform the Scottish Ministers of any change in its constitution for example, but not limited to, a change in status from one type of body corporate to another.

**6. Confidentiality and Data Protection**

6.1 The Grantee will respect the confidentiality of any commercially sensitive information that it has access to as a result of the Programme.

6.2 Notwithstanding the above, the Grantee may disclose any information as required by law or judicial order. All information submitted to the Scottish Ministers may need to be disclosed and/or published by the Scottish Ministers. Without prejudice to the foregoing generality, the Scottish Ministers 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, the Scottish Ministers 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 Administration or the United Kingdom, 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 the Scottish Ministers 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.

6.3 The Grantee shall ensure that all requirements of the Data Protection Laws are fulfilled in relation to the Programme. In particular, the Grantee shall (and procure that the Chief Investigator and Co-Investigators shall) ensure at all times that any personal data collected during the course of the Programme 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.

6.4 To comply with section 31(3) of the Public Services Reform (Scotland) Act 2010, the Scottish Ministers 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.

6.5 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.

**7. Assets**

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

**8. Publication and Acknowledgement of Support**

8.1 The Grantee must acknowledge CSO’s support in publications and communications (including media appearances and releases, as well as journals and conferences). CSO attaches 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 when the contribution to individual papers may be small.

8.2 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 Programme.

8.3 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 with the Programme. This includes where the 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, CSO may comment on any matters of policy raised in the work. In particular, CSO must be given 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 might be considered as “sensitive” or “newsworthy” and 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.

8.4 During the election period CSO follows Scottish Government election and communication advice. Any new announcements during this period pertaining to CSO-funded research that may be construed as political in nature must be cleared with CSO before issue.

8.5 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 (http://europepmc.org ) and be made freely available immediately. All papers derived from the Programme must acknowledge CSO Grant funding and cite the CSO Grant reference number.

8.6 In order to facilitate compliance with clause 8.5 a separate application **(Application for Open Access publication costs)** may be made for open access publication charges up to a limit of £25,000. 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 Programme (taken as the date of financial reconciliation).

8.7 CSO reserves the right to publish details of the Grant award and of the scientific objectives of the Programme.

**9. Intellectual Property Rights**

9.1 All Intellectual Property Rights generated in the Programme, including background information and know-how used in connection with the Programme, 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 Programme but not generated therein.

9.2 Notwithstanding any other terms in this Agreement, the Grantee hereby grants to the Scottish Ministers a worldwide, non-exclusive, perpetual, irrevocable, transferrable (with a right to sublicence) and royalty free licence: (a) to make use of the Background IP for all purposes related to the Programme; 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 Programme. Where any such adaptations and amendments are made by the Scottish Ministers to Intellectual Property Rights generated by the Grantee any use or publication of such adaptations and amendments shall acknowledge the input of the Scottish Ministers and such work shall not be presented solely as the work of the Grantee.

9.3 The Grantee will ensure that nothing contained in any materials produced or submitted in relation to the Programme, including the Application Form and the Background IP, by the Grantee or anyone acting on its behalf nor the reproduction of such materials, shall constitute an infringement of the rights of any third party including Intellectual Property Rights and shall indemnify the Scottish Ministers against all actions, proceedings, claims and demands made by any third party and any liabilities, costs, expenses, damages and losses incurred by the Scottish Ministers. The indemnity in this Condition does not extend to any specific adaptations or amendments described in Condition 9.2 which are solely made by the Scottish Ministers to the Intellectual Property Rights generated by the Grantee.

**10. Default and Recovery etc. of Grant**

10.1 The Scottish Ministers 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:

10.1.1 The Grantee commits a Default;

10.1.2 The Scottish Ministers consider that any change or departure from the purposes for which the Grant was awarded warrants an alteration in the amount of the Grant;

10.1.3 The Grantee fails to carry out the Programme and/or the Programme is not completed within the specified time periods and financial limits as specified in the Application Form;

10.1.4 In the Scottish Ministers’ opinion, the progress on the Programme is not satisfactory or the Grantee fails to begin the Programme within 6 months from the date of Offer of Grant; or

10.1.5 In the Scottish Ministers’ opinion, and where the Scottish Ministers have given at least 3 months advance notice to the Grantee that the future of the Programme is in jeopardy; or

10.1.6 In the Scottish Ministers’ opinion, the Grant and/or the Programme and/or the Grantee is likely to bring the reputation of the Scottish Ministers into disrepute; or

10.1.7 The Grantee provides inaccurate, incomplete, or false information in the Application Form; or

10.1.8 The Grantee makes changes to the Programme per CSO Research Condition 14 (Variation of Conditions or Specification) of the CSO Research Conditions without the prior written agreement of CSO.

10.2 If the Grant (or any part or condition thereof) does not comply with applicable Subsidy Control obligations, the Scottish Ministers 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.

10.3 The Scottish Ministers may withhold the payment of the Grant if at any time within the duration of the Agreement:

10.3.1 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;

10.3.2 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

10.3.3 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.

10.4 In the event that the Grantee becomes bound to pay any sum to the Scottish Ministers in terms of Condition 10.1, the Grantee shall pay the Scottish Ministers the appropriate sum within 14 days of a written demand for it being given by or on behalf of the Scottish Ministers to the Grantee. In the event that the Grantee fails to pay the sum within the 14 day period, the Scottish Ministers 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.

10.5 Notwithstanding the provisions of this Condition 10, in the event that the Grantee is in breach of any of the Conditions, the Scottish Ministers 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 9 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 the Scottish Ministers in accordance with the foregoing provisions.

10.6 Any failure, omission or delay by the Scottish Ministers in exercising any right or remedy to which they are entitled by virtue of Conditions 10.1 to 10.3 shall not be construed as a waiver of such right or remedy.

**11. Assignation**

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 the Scottish Ministers.

**12. Termination**

The Agreement may be terminated by the Scottish Ministers giving not less than 3 months’ notice in writing from the date of the notice being sent.

**13. Corrupt Gifts and Payments of Commission**

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.

**14. Continuation of Conditions**

14.1 These Conditions, except for Condition 7, 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.

14.2 Conditions 7 and 9 shall continue to apply until the end of the period referred to in that Condition.

**15. Compliance with the Law**

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

**16. Governing Law**

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

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 ([**csograntsteam@gov.scot**](mailto:csograntsteam@gov.scot)). You should retain a copy of the offer of Grant and Schedules for your own records.

Yours sincerely

Insert

Click here to enter a date.

**GRANT ACCEPTANCE**

On behalf of Grantee, I accept the foregoing offer of Grant by the Scottish Ministers dated Click here to enter a date on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that Grantee 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**

**PART 1: THE PROGRAMME**

1. **Programme**

A detailed description of the Programme, insert Title, (insert grant reference) including particular obligations and milestones is specified in the amended and agreed Application Form appended with this letter.

**2. Purpose of Grant**

To fund the research as described in the agreed Application Form.

As part of progressing the Programme, the Grantee is responsible for:

1. ensuring the research supported by the Programme is conducted in accordance with [UK Policy Framework for Health and Social Care Research](https://www.hra.nhs.uk/planning-and-improving-research/policies-standards-legislation/uk-policy-framework-health-social-care-research/), [guidance on Governance Arrangements for Research Ethics Committees](https://www.hra.nhs.uk/planning-and-improving-research/policies-standards-legislation/governance-arrangement-research-ethics-committees/), that appropriate ethical approval to undertake research is granted before any work requiring approval begins, and that any research programme has documented NHS organisation approval before any work that involves the NHS commences.
2. ensuring that sponsorship arrangements are in place for all research supported by the Programme and that Sponsor(s) are satisfied before a research project begins that arrangements are in place (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.
3. ensuring that research supported by the Programme complies with all current and future relevant legislation, 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.
4. adherence to the [Fair Work Framework](https://www.fairworkconvention.scot/the-fair-work-framework/) (see Condition 2.10)
5. notifying CSO immediately if there is any indication that research or financial misconduct has occurred.

The Grantee shall procure that the Chief Investigator will be responsible for delivering the work as set out in the agreed Application Form appended, governance arrangements within the Programme including personnel management, research management, financial controls, and provision of information to CSO.

The progress in achieving objectives/expected outcomes shall be monitored by CSO. The Grantee shall, and shall ensure that the Chief Investigator shall, provide to CSO:

* An initial progress report on a form to be provided by CSO to be submitted to CSO 6 months from the start of the Programme.
* Annual report on a form to be provided by CSO to be submitted to CSO as per Condition 5.1 that summarises the activities during the past year towards the aims of the Programme as set out above and which includes a finance report detailing the expenditure to date along with a completed SCHEDULE 3 as per Condition 3.2.
* A final report on a form to be provided by CSO to be submitted on completion of the Programme for review and for subsequent publication by CSO of the significant outputs of the Programme over the course of the entire period of CSO funding since the inception of the Programme[[1]](#footnote-1). A separate finance report must also be provided along with a completed SCHEDULE 3 within 4 weeks of the end of the funding period.

**PART 2: PAYMENT OF GRANT**

Subject to Appendix A (Finance) of **SCHEDULE 2,** the total Grant of up to insert amount shall be payable over the financial years insert start date to insert end date. The Grant for each financial year has been allocated as follows and will be payable in quarterly instalments to a payment schedule issued by CSO:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Financial Year** |  |  |  |  |  |
| **Funding** |  |  |  |  |  |

2. The Grantee shall provide an initial 6 month report and annual reports as per Condition 5.1 of the Conditions.

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 CSO and not the details set out in this offer letter.

4. CSO reserves the right to withdraw its award of Grant if the Programme does not commence within 6 months of the start date set out in the agreed Application Form. If there is any risk that the Programme will not begin within this timescale, the Grantee must contact the appropriate CSO Research Manager to explain the reason for the delay. Only in exceptional circumstances will an extension to this timetable be approved by CSO.

5. The Grantee shall comply with the additional obligations set out in Appendix A (Finance) of **SCHEDULE 2**.

**SCHEDULE 2**

**CSO Research Conditions of Grant for Research Programmes and Centres**

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# **Eligibility**

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

# **Sponsorship**

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

# **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 Chief 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.

3.4The Grantee must ensure that equality, diversity and inclusion are considered and supported at all stages throughout the performance of the Programme. 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.

# **Equipment**

## 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 Form.

## 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.

# **Finance**

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

# **Use of Animals**

The Programme must adopt procedures and techniques which avoid the use of animals.

# **Ethics and Research Governance Approvals**

## 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 or equivalent.

## The Grantee shall notify CSO of any significant changes to the work described in the agreed Application Form resulting from these reviews noted above.

## Ethical approval to undertake the research 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. Projects within the Programme can start and funding can commence provided no work is done which requires ethical approval.

## 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.

## Clinical trials must be registered by the Grantee on a publicly accessible database including where applicable the ISRCTN registry.

## 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.

# **Research and Financial Misconduct**

The Grantee must have in place adequate systems 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.

As part of the Programme, and as addressed in Schedule 1 (The Programme), the Grantee is responsible for notifying the CSO immediately if there is any indication that research or financial misconduct has occurred.

# **Monitoring and Evaluation**

9.1 The Chief Investigator (or an individual nominated by) 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 some instances where this is not feasible, the Chief 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 Chief Investigator is required to submit accurate and updated information on the outputs from the Programme through the e-VAL system, which is now accessed through the ResearchFish website - <https://www.researchfish.com/>. More information can be found in the Dissemination section of the CSO website.

9.3 The Chief Investigator is responsible for ensuring that a final Programme report and other information and actions as required by CSO as part of the Programme 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 Chief Investigator complies with the requirements set out in this CSO Condition of Grant.

9.4 Funding of further Grant applications from the Chief Investigator will not be considered until outstanding actions detailed in CSO Research Condition 9.3 have been completed, to the satisfaction of CSO.

## Copies of all publications originating from the CSO-sponsored research, published either before or after the final report, must be provided to CSO.

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

# **Public Engagement in Science**

The Grantee and/or Chief 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:

* opinion formers, influencers and policymakers
* scientific community
* health professionals
* consumers/patients
* the public

# **Commercial Exploitation**

11.1 The Grantee is responsible for ensuring that CSO is 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 Programme which could have commercial value.

11.2 The Grantee is responsible for ensuring that the CSO is 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, and shall ensure that all engaged in the research shall, 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 takes the view (at its sole discretion) that the Grantee has not taken adequate steps to exploit the Innovation (whether commercially or otherwise) the 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 of any such view 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 Programme. 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 Programme 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.

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

# **Preserving and Sharing Research Data**

12.1 CSO, in common with other public research funders, strongly encourages 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. CSO encourages this and will consider applications for the costs associated with archiving and data sharing (see Conditions of Grant 8.5 and 8.6).

12.2 CSO recognises that the Chief 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 Chief Investigator, and that publications making secondary use of the data should acknowledge the intellectual property rights of the Chief Investigator.

12.3 Whether or not the data are likely to be used for secondary analysis, the Chief Investigator must ensure that the raw data or results are stored for a minimum period of 5 years after completion of the Programme. 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.

# **Continuing Subsistence of Conditions**

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

# **Variation of Conditions or Specification**

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

* Any change of substance in the objectives of the Programme
* Any change of Chief Investigator/Co-Investigators/ Centre Director
* Any change of the maximum expenditure figure for each element of the Grant given in the Specification
* Any change in the duration of the Gran

must be approved by CSO. If CSO does 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 Programme or seek repayment of the Grant monies in accordance with Condition 10.1 (Default and Recovery etc. of Grant) of the Conditions of Grant.

# **Appendix A - FINANCE**

**1. General**

1.1 The Offer of Grant issued by the Scottish Ministers acting through the Chief Scientist Office (CSO) of the Scottish Government must be signed by the Grantee and returned to CSO. Programmes are expected to start (unless there are exceptional circumstances) within 6 months of the date of the Offer of Grant.

1.2 When a Programme commences, usually when the first staff are appointed on the Programme, the Start Certificate provided by CSOmust becompleted 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 Programme until a signed Start Certificate and, where appropriate, research ethics 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 For Research Centres these are normally 80% of full economic costs up to a maximum of £3 million over a maximum period of 5 years with the possibility following review to extend for a further 5 years. Research Programmes are normally 80% of full economic costs up to a maximum of £1 million over a maximum period of 5 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.

1. **Use of Grant**
   1. Transfers of funds between fund headings are permitted only within Directly Incurred, 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 Programme. 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 annual and final expenditure statement which has not been incurred in line with the Conditions of Grant.
   2. Directly Incurred must not be used to meet costs on any other Grant or activity.

**3. Costings**

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 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.

**3.1 Directly Incurred**; these are costs that are specific to a Programme that can be charged as the cash value actually spent. The costs are supported by an audit record. They include:

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

**Travel and Subsistence:** funds for travel and subsistence for use by staff or patients who are directly engaged in the Programme where these are required by the nature of the work. Modest dissemination costs incurred during the life of the Programme may be included under this heading; however, funds for open access publication or conference attendance should not be included here.

**Dissemination costs:** A separate application for open access publication charges (up to a limit of £25,000) 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 Programme as signified by the date of financial reconciliation of the Grant.

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

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

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

**Investigators***:* Proposals will need to show the costs of the Chief Investigator, Co-Investigators and any other staff whose time charged to the Programme 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.

**3.3 Indirect Costs**: These include non-specific costs charged across the Programme based on estimates that are not otherwise included as Directly Allocated costs.

All costing shall be at current prices, inclusive of VAT and other taxes where applicable, 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 Programme partners, whether cash or in-kind contributions, shall be clearly identified in the proposal.

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

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

* all Directly Incurred costs
* any Directly Allocated costs that are specific to the Programme. Full justification for the level of staff effort and shared facilities requested shall be included in the Programme
* the amount of Chief Investigators’ effort, including writing up of the final report, and the associated estimated costs
* the estimated costs associated with technicians specific to the Programme 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 Programme:

* 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 Indirect costs.

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| --- | --- | --- |
| 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 |
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**Change Log**

**SCHEDULE 3**

**STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT**

Insert Reference **–** insertProgramme Title

This is to confirm that the grant claimed by «name of Grantee» in relation to the above Programmeduring 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 «name of Grantee».

Signed:

Name in block capitals:

Position:

Date: Click here to enter a date.

**SCHEDULE 4**

**DEFINITIONS**

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

**“Application Form”** means the CSO application form submitted by the Grantee describing the research activities for which the Grant was awarded, reviewed by the Application Appraisal Panel, as the same may have been subsequently modified by the Grantee, and thereafter confirmed in writing as agreed by the CSO;

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

**“Chief 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 chief investigator and Principal Investigator will normally be the same person. For the purposes of a CSO grant the Chief 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 Chief Investigator in the management and leadership of the Programme or a person who makes a substantial intellectual contribution to the formation or development of the Programme (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 Programmes 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:

1. 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)
2. Any failure to perform or the negligent performance of any obligation under this Agreement;
3. Any breach of any legislation or licences or other applicable permits by the Grantee; or
4. Any negligence or negligent or fraudulent miss-statement or misappropriation of Grant, or any other default

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

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

“**Grant**” means the grant offered by the Scottish Ministers 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 Chief Investigator is based;

“**Intellectual Property Rights**” means all copyright and neighbouring and related rights, moral rights, patents, trade marks, 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 Programme 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;

**“Programme”** 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](https://www.hra.nhs.uk/planning-and-improving-research/policies-standards-legislation/uk-policy-framework-health-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.

1. Activities supported by the core funding provided by CSO to the Unit in the past and awarded with this agreement, the final (legacy) report will be used as a record of the impact of core funding. [↑](#footnote-ref-1)