Covid-19 Research Grant

Standard Conditions

This document sets out the Conditions on which Medical Research Scotland offers to support a Covid-19 Research Grant.

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1. Definitions & Interpretation

1.1 In this document entitled "Covid-19 Research Grant Standard Conditions", the words and expressions listed below shall, unless otherwise specified or the context otherwise requires, have the following meanings:

Administering Institution
means the Administering Institution referred to in the application to Medical Research Scotland for a Covid-19 Research Grant. It will normally be a Scottish University or other Scottish Research Institution;

Background Intellectual Property
Means intellectual property which is currently owned and will be required during the Covid-19 Research Grant project;

Co-investigator
means any individual named on the application form as Co-investigator;

Collaborator
means an individual, participating in the research other than the Principal Investigator, Administering Institution or Administering Institution personnel. They may, for example, provide a service necessary for project that would otherwise be unavailable.

Confidential Information
means any and all information which the disclosing Party may from time to time disclose to the receiving Party which is identified by the disclosing Party as secret and confidential or which, by reason of its character or the circumstances or manner of its disclosure, is evidently confidential, including but not limited to such Intellectual Property as is not in the public domain at the date of this Agreement, research and development projects, product or services development, formulae, specifications, chemical compounds, derivatives, biological or other materials, inventions, ideas, concepts, data, procedures and designs of experiments, tests and the results of experimentation and testing, the research results until such time as publication is agreed to be made pursuant to Condition 12.1 and the research data as set out in Condition 17 or any other know how or information relating to the disclosing Party's technical and proprietary information, business secrets or business affairs or finances or any other information designated as confidential by the disclosing Party whether belonging to the disclosing Party or a third party and whether disclosed orally, in writing, in digital form, in machine readable code or embodied in hardware or any other physical medium;

Covid-19 Research Grant Project (the "research project")
means the research project as described in the application for the Covid-19 Research Grant and awarded by Medical Research Scotland in accordance with these Covid-19 Research Grant Standard Conditions;

Foreground Intellectual Property
means new intellectual property created as a result of the Covid-19 Research Grant;

Good Industry Practice
means the exercise of that standard of skill, diligence, prudence and foresight which could reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances;

Intellectual Property
means all intellectual property rights of whatever nature (including without prejudice to the foregoing generality the patent rights, registered designs and trademarks, copyrights, plant variety rights, database rights, design rights, topography rights, internet rights, goodwill, domain names, utility model rights, semi-conductor topography rights, rights in confidential or proprietary information, rights in inventions and discoveries, know how, trade secrets, confidential

information and other industrial or intellectual property rights of a similar nature which exist or arise anywhere in the world), in and to the research arising out of the Covid-19 Research Grant award and any divisions, renewals, continuations, substitutions, registrations, confirmations, additions, extensions or re-issues thereof or applications therefor and any similar or analogous rights to any of the foregoing whether arising or granted under the law of Scotland or any other jurisdiction and any rights to apply for any of the foregoing;

Medical Research Scotland
means Medical Research Scotland (the operational name of the Scottish Hospital Endowments Research Trust), of Princes Exchange, 1 Earl Grey Street, Edinburgh EH3 9EE, with Scottish Charity Number SC014959 and references to it imply and include SHERT;

Parties
means the parties to which these Covid-19 Research Grant Standard Conditions shall apply to (including Medical Research Scotland, the Administering Institution and, where applicable, any Co-investigators and Collaborators named in the application form and involved in the awarded Covid-19 Research Grant Project) and the term Party shall be construed accordingly;

Principal Investigator
means the individual named on the application form as Principal Investigator who will be responsible for the management and integrity of the design, conduct, and reporting of the research project and for managing, monitoring, and ensuring the integrity of any collaborative relationship;

SHERT
means Scottish Hospital Endowments Research Trust, of Princes Exchange, 1 Earl Grey Street, Edinburgh EH3 9EE, with Scottish Charity Number SC014959 and operating under the name of Medical Research Scotland;

1.2 Words importing the singular shall also include the plural and vice versa.

1.3 References to a "person" include any natural person, any legal person, body or organisation incorporated or unincorporated or any other person, body or organisation whatsoever, as the context may require.

1.4 References to any statute, or to any statutory provision, including any regulation, statutory instrument, or other subordinate legislation derived from such statutory sources, shall include references to any statute or other statutory provision which amends, extends, consolidates or replaces the original statutory reference or which subsequently affects any such revised statutory reference.

1.5 References to any paragraph or Condition are references to such terms and other sub-divisions contained in these Covid-19 Research Grant Standard Conditions, unless otherwise specified.

1.6 The index and headings in these Covid-19 Research Grant Standard Conditions are for convenience only and shall not affect the construction of these Covid-19 Research Grant Standard Conditions.

1.7 Any reference to "including" shall be interpreted as meaning "including, without limitation".

1.8 Reference to any Scottish legal term for any action, judicial procedure, court, concept or principle shall, where appropriate, include any equivalent or the closest approximation to such term in any other relevant jurisdiction.

2. Governing Law & Jurisdiction

2.1 These Covid-19 Research Grant Standard Conditions shall be governed by and construed in accordance with Scottish law. The Parties irrevocably agree that the courts of Scotland are to have exclusive jurisdiction to settle any questions or

disputes which may arise out of or in connection with these Covid-19 Research Grant Standard Conditions.

3. Abbreviations

ARRIVE Animal Research Reporting of In Vivo Experiments

ESRC Economic and Social Research Council

IP Intellectual Property

NC3Rs National Centre for the Replacement, Refinement & Reduction of Animals in Research

SHERT Scottish Hospitals Endowment Research Trust

4. General

4.1 The Covid-19 Research Grant Project shall be carried out by or under the general direction of the Administering Institution named in the Covid-19 Research Grant award which shall be responsible for the conduct of the research project.

4.2 If exactly the same application for funding for the Covid-19 Research Grant research project is made simultaneously to both Medical Research Scotland and another funding body, and both applications are successful, only one award may be accepted by the authorized parties from the Administering Institution. However, Medical Research Scotland will consider supplements to existing projects if it can be shown that additional funding is needed.

4.3 The Administering Institution shall notify Medical Research Scotland of the start and completion dates of the project **and of *any* events occurring during the** Covid-19 Research Grant project **which could prejudice the completion date**. Grants are intended for immediate use and are expected to start as soon as practically possible after acceptance of an award of funding. Grants starting more than 1 month after the notification of the award may be forfeited.

Medical Research Scotland should be informed as soon as practically possible, if there is a period of absence of the Principal Investigator or a Co-investigator which will delay or prevent completion of the research project. Payment of the grant may, at the discretion of Medical Research Scotland, be suspended for periods of absence for sickness or injury.

4.4 **No change in the research protocol may be made without prior written agreement of Medical Research Scotland. Further, no change in the Principal Investigator or any Co-investigator as disclosed on the application form may be made without prior written agreement of Medical Research Scotland.**

Medical Research Scotland must be informed if such a change is required as soon as the Administering Institution is aware that a change is needed. Failure to adhere to these conditions may result in termination of the Covid-19 Research Grant and the demand for partial or full repayment of funds with the exception of such funds which have been properly and legitimately spent on project work.

The Dean or equivalent and the Research Administrator of the Administering Institution will be informed by Medical Research Scotland of any such circumstances and, where appropriate, the Research Ethics Committee of the Administering Institution.

4.5 The Administering Institution shall be responsible for the provision of the basic facilities required to support the work of the Covid-19 Research Grant to ensure the funded research progresses efficiently and effectively.

4.6 The Administering Institution and other Research Institutions, if applicable, shall be responsible for providing and administering the salary of the named Principal Investigators employed by the Administering Institution and Other Research

Institutions, if applicable.

4.7 The Administering Institution shall be responsible for ensuring that all the necessary legal and regulatory requirements in order to conduct the research are met, and all the necessary licences and approvals have been obtained, before research funded by the Covid-19 Research Grant commences and for the duration of the research project. Where any research funded by the Covid-19 Research Grant is to be conducted outside the United Kingdom, such legal and regulatory requirements, and such licences and approvals, should include those applicable in the relevant jurisdiction outside the United Kingdom and, as a minimum standard, meet those of the United Kingdom.

4.8 All the Covid-19 Research Grant Conditions contained in this document will subsist, notwithstanding the termination of the Covid-19 Research Grant or the Covid-19 Research Grant period, unless otherwise agreed.

4.9 The Administering Institution shall be responsible for ensuring compliance with all conditions contained herein and the Research Governance Framework for Health and Community Care.

5. Finance

5.1 The Administering Institution shall exercise financial control of the Covid-19 Research Grant. All expenditure on the project shall be met in the first instance by the Institution, which should submit quarterly claims for reimbursement to Medical Research Scotland. Such claims should be clearly and severally documented and indicate the category of the expenditure under which they fall to be considered.

5.2 The funding awarded for the Covid-19 Research Grant project shall be used exclusively in connection with the Covid-19 Research Grant. Medical Research Scotland shall pay claims only in respect of expenditure properly incurred during the currency of the Covid-19 Research Grant project, or as has been agreed in accordance with Condition 16.1. The Administering Institution shall, on request by Medical Research Scotland, produce such receipts and vouchers to evidence the expenditure and shall be bound to supply such additional financial information as may reasonably be required by Medical Research Scotland.

5.3 Medical Research Scotland shall not be bound to reimburse claims for expenditure in any category in excess of the maximum stated in the application form or in excess of any amended maximum which has been agreed in accordance with Condition 16.1 and 16.2.

6. Privacy

6.1 **It is the responsibility of the Administering Institution to ensure that the requirements of the General Data Protection Regulation (GDPR) 2018 are fully observed.** In particular, the Administering Institution shall ensure at all times that any personal data collected in the course of the Covid-19 Research Grant project shall be securely held and handled and that the anonymity of persons to whom the data refer shall be preserved in any report or publication.

7. Use of Animals

7.1 Medical Research Scotland will fund projects involving the appropriate use of animal models if justified. However, wherever possible, procedures should be used which do not involve live animals. When it is essential to do experiments involving animals, the requirements of the Animals (Scientific Procedures) Act 1986, must be scrupulously observed.

7.2 The Administering Institution shall be responsible for ensuring that research involving the use of animals complies at all times with the relevant laws and regulations of the host country. Any element of research funded by the Covid-19 Research Grant project that is conducted outside the United Kingdom must, as a

minimum standard, be conducted in accordance with the rules set out in UK legislation (Animals (Scientific Procedures) Act 1986) and in accordance with UK animal welfare standards.

7.3 Home Office licences or amendments to existing licences, or equivalents in other jurisdictions in the case that research funded by the Covid-19 Research Grant involving animals is conducted outside the United Kingdom, must be obtained before any research involving animals is conducted.

7.4 All individuals involved in a Covid-19 Research Grant project using animals must implement the principles in the cross-funder guidance 'Responsibility in the Use of Animals in Bioscience Research'. All individuals involved in a Covid-19 Research Grant project using non-human primates must comply with the NC3Rs guidelines 'Primate Accommodation, Care and Use'. The 'ARRIVE guidelines' should be used when designing experiments and reporting animal-based studies, taking into account the specific editorial policies of the journal concerned.

7.5 Medical Research Scotland may require the Administering Institution to demonstrate promptly, on request, that the regulations and guidelines concerning the use of animals in research have been adhered to (as specified in Condition 7).

7.6 Applications involving the use of animals may be referred by Medical Research Scotland to the NC3Rs for review.

8. Ethics

8.1 The Administering Institution shall be responsible for ensuring that it has in place formal written procedures for managing the process for obtaining any necessary or appropriate ethical and regulatory approval for the research funded by the Covid-19 Research Grant, and must ensure that any such ethical approval is in place at all relevant times during the research project.

8.2 Ethical and regulatory approval must be obtained before any research requiring that approval is conducted. Medical Research Scotland reserves the right to decline an application on ethical grounds, even when ethical approval has been given by the appropriate Research Ethics Committee.

8.3 The Administering Institution must inform Medical Research Scotland immediately if there is a delay or failure of ethical approval being granted. An explanation of the steps that are being taken to mitigate against prolonged delay or complete failure to gain approval must be included.

8.4 The Administering Institution must inform Medical Research Scotland immediately in the event of any adverse incident being reported to the approving ethical committee.

8.5 In all studies where human material (irrespective of origin) is used, the 'Codes of Practice' issued by the Human Tissue Authority must be followed.

8.6 Medical Research Scotland may require the Administering Institution to demonstrate promptly, on request, that any required ethical and regulatory approvals are in place, or were in place when research requiring approval took place and have been adhered to.

9. Safety

9.1 All research procedures and protocols should adhere to current legislation, standards and institutional policies. If the research proposed involves the use of genetically-manipulated organisms, the Administering Institution must ensure that both the procedures for such modifications and the recombinant organisms themselves have been approved by the Health & Safety Executive, for both laboratory use and, if appropriate, clinical use, or, in the case where research funded by the Covid-19 Research Grant is conducted outside the United Kingdom, the relevant jurisdiction's regulations and conditions for modification and use are

complied with and, as a minimum standard, meet those of the United Kingdom.

9.2 Where the research involves equipment or procedures which may be hazardous (such as the use of radioisotopes, potential carcinogens or lasers) the Administering Institution must ensure that the requirements of the local safety committee, or, in the case where research funded by the Covid-19 Research Grant is conducted outside the United Kingdom, the relevant jurisdiction's equivalent, have been satisfied and that all appropriate safety procedures and regulations have been complied with and, as a minimum standard, those of the United Kingdom have been met. Liability for failures in this regard shall be the responsibility of the Administering Institution and Medical Research Scotland shall take no liability.

10. Reviews & Reporting Procedures

10.1 A Scientific Adviser or any authorised officer of Medical Research Scotland or a group appointed on its behalf by Medical Research Scotland must be able, reasonable notice having been given, to discuss progress of the Covid-19 Research Grant project with the Principal investigator and Co-investigators involved.

10.2 The Administering Institution will **provide progress reports to Medical Research Scotland in such form as Medical Research Scotland may require, as specified.**

11.2.1 A **Final Report** must be submitted by the Principal Investigator at the end of the funding period and it should be lodged with Medical Research Scotland **within 3 months of the end of the** Covid-19 Research Grant project. This will include *inter alia*, the outcomes of the project and evidence of any impact of the research.

11.2.2 Further reports may be required at any time by Medical Research Scotland.

10.3 Should any of the above reports not be submitted timeously then the Dean or equivalent at the Administering Institution will be notified.

10.4 Copies of all final form publications originating from research funded by Medical Research Scotland, published either before or after the Final Report, must be provided to Medical Research Scotland. **All publications arising from research funded by Medical Research Scotland must acknowledge the contribution provided by Medical Research Scotland**

10.5 Failure to comply with these Conditions will result in a formal letter being sent to the Dean or equivalent at the Administering Institutions and may result in termination of the Covid-19 Research Grant and the demand for partial or full repayment of funds. The Dean or equivalent and the Research Administrator of the Administering Institution will be informed of the circumstances.

11. Publicity about Financial Support and Objectives

11.1 The Administering Institution will ensure that details of the financial support given by Medical Research Scotland for the Covid-19 Research Grant and the scientific objectives of the research are publicised. Medical Research Scotland is required to publish such information itself.

12. Publication or Disclosure of Results

12.1 Medical Research Scotland acknowledges that the scientific outcomes of the Covid-19 Research Grant project will be presented at seminars, symposia, international, national or regional professional meetings; and that data and reviews will be published in journals (as well as theses or dissertations that normally would be made publicly available through the Administering Institution's libraries). Medical Research Scotland expects that, other than when commercial interests dictate, publications should be in an open access format (including both open access journals and availability of manuscripts through institutional repositories). Open access should be interpreted in line with the Budapest Open Access Initiative *Ten*

years on from the Budapest Open Access Initiative: setting the default to open, September 12 2012, that is …

Free availability on the public internet, permitting any users to read, download, copy, distribute, print, search, or link to the full texts of these articles, crawl them for indexing, pass them as data to software, or use them for any other lawful purpose, without financial, legal, or technical barriers other than those inseparable from gaining access to the internet itself. The only constraint on reproduction and distribution, and the only role for copyright in this domain, should be to give authors control over the integrity of their work and the right to be properly acknowledged and cited.

https://www.budapestopenaccessinitiative.org/boai-10-recommendations

Medical Research Scotland expects Administering Institutions and Principal Investigator to take due cognizance of the need to protect patentable or commercially sensitive subjects.

12.2 **Acknowledgement of funding from Medical Research Scotland *must* be made in all publications, whether in printed or electronic journals, poster displays or oral presentations.** After formal acceptance of an award has been received, the Principal Investigator will be sent an electronic copy of the Medical Research Scotland logo, for appropriate use in poster displays, presentations and suitable publications.

13. Commercial, Industrial and Intellectual Property

13.1 Medical Research Scotland is committed to advancing healthcare through its support for biomedical research. As a charity, Medical Research Scotland is under an obligation to ensure that the useful results of research that it funds are applied for the public good. To meet these objectives, Medical Research Scotland wishes to encourage everyone involved in Medical Research Scotland-funded research to play an active role in ensuring the protection and exploitation of the Intellectual Property arising out of the research that Medical Research Scotland funds. The Administering institution must develop and implement appropriate strategies and procedures for the identification, protection and exploitation of all intellectual property created or acquired in connection with Medical Research Scotland funded activity. Where more than one Research Institution is named in this application form as Collaborator to deliver the Covid-19 Research Grant project, they must have agreed an intellectual property collaboration agreement **before** submitting this application.

13.2 Medical Research Scotland must be notified as soon as practically possible if any foreground intellectual property is generated as a result of a Covid-19 Research Grant, including details of the foreground intellectual property.

13.3 Subject to Conditions 13.5 and 13.6 If the Administering Institution and/or other collaborating Research institution if applicable, does not exploit the Intellectual Property to Medical Research Scotland's reasonable satisfaction whether in accordance pursuant to these Covid-19 Research Grant Standard Conditions, Medical Research Scotland shall have the right, but not a duty, to protect and exploit such Intellectual Property either by itself or by a third party on behalf of Medical Research Scotland. The Administering Institution and/or other collaborating Research institution if applicable, agree to do, and will ensure that their employees, other personnel, subcontractors and students do, all acts required to assist Medical Research Scotland in such protection and exploitation (including to execute and deliver such further documents as may be required by law or otherwise necessary or reasonably desirable to implement and/or perfect these Covid-19 Research Grant Standard Conditions.

13.4 Subject to Conditions 13.5 and 13.6, in order to support Medical Research Scotland's obligation to ensure that the useful results of research that it funds are applied for the public good, in the event that the Administering and/or other

collaborating Research institution if applicable, does not protect or exploit the Intellectual Property to Medical Research Scotland's reasonable satisfaction pursuant to Condition 13.3 above, the Administering Institution and the External Partner Organisation shall, if requested by Medical Research Scotland in writing, grant to Medical Research Scotland appropriate rights (being licence(s) (including the right to sub-licence) and/or assignation(s) of the Intellectual Property in whole or in part, all as Medical Research Scotland shall reasonably determine at its sole discretion) to exploit the Intellectual Property (and if required procure the same of any other third party associated with the project). Medical Research Scotland shall inform the Administering Institution and/or other collaborating Research institution if applicable, in the event that it is not satisfied with any aspect of either the protection or the exploitation of the Intellectual Property by the Administering Institution and/or other collaborating Research institution if applicable. Medical Research Scotland shall give the Administering Institution and/or other collaborating Research institution if applicable, a period of 3 months to remedy any points with which it is not satisfied prior to issuing a written request for such grant of rights.

13.5 Medical Research Scotland accepts that Intellectual Property created or acquired in connection with Medical Research Scotland-funded activity may be the result of a wider research programme involving other researchers and personnel with funders other than Medical Research Scotland. The Administering Institution agrees to advise Medical Research Scotland if there will be any third party funding applied to the Covid-19 Research Grant project (at the time of application to Medical Research Scotland for the funding of the Covid-19 Research Grant). If Medical Research Scotland has been notified in writing of such additional funding source(s) pursuant to Condition 15.2, then Medical Research Scotland shall also send a copy of Condition 13.4 to such additional funding source(s).

13.6 Medical Research Scotland shall consider any timeous approach made by such additional funding source(s) with regard to taking the protection and/or exploitation of the Intellectual Property forward in the event that the Administering Institution and/or other collaborating Research institution if applicable does not remedy the points of concern with the 3 month notice period and a grant of rights requires to be made.

13.7 It is accepted that commercial exploitation of Intellectual Property may take time to develop and may result from collaborative work, involving more than one funding source, over several years. Notwithstanding this, Medical Research Scotland requires that the Intellectual Property Manager monitors Medical Research Scotland-funded research after completion of the funding award on a regular basis and ensures that Medical Research Scotland is advised of progress of the exploitation of the Medical Research Scotland-funded Covid-19 Research Grant research. In the event that a funded Covid-19 Research Grant research cannot be commercialised (either alone or in collaboration with other funded research), the Administering Institution shall advise Medical Research Scotland of the reasons for this in writing following such a decision being made to assist in future funding round decisions.

13.8 The Administering Institution and/or other collaborating Research institution if applicable, acknowledge and agree that all provisions in this Condition 13 will apply to them on a several basis.

14. Consequences of Breach of Conditions

14.1 Should Medical Research Scotland find that any of the Covid-19 Research Grant Standard Conditions have been breached to a material extent by the Administering Institution and/or other Collaborator and/or that the Medical Research Scotland-funded research has been exploited without consulting and accrediting Medical Research Scotland in accordance with these Covid-19 Research Grant Standard Conditions then Medical Research Scotland shall serve the Administering Institution

and/or Collaborator (as appropriate) with a notification of default letter and if the default is not rectified by the Administering Institution and/Collaborator (as appropriate) within 30 days of notice then:

14.1.1 Medical Research Scotland reserves the right to award no further grants to applicants applying from the Administering Institution or involving the Collaborator;

14.1.2 In the case of a Covid-19 Research Grant project in progress, Medical Research Scotland shall be entitled to withhold payment of any or all of the funding due until matters are resolved to the reasonable satisfaction of Medical Research Scotland;

14.1.3 The Administering Institution shall without prejudice to any other rights which Medical Research Scotland has or may have, on demand, pay to Medical Research Scotland such sums that are equivalent to the grant awarded by Medical Research Scotland pursuant to the relevant Covid-19 Research Grant;

14.1.4 The Administering Institution and/or the Collaborator (whichever is in breach of these Covid-19 Research Grant Standard Conditions) shall without prejudice to any other rights which Medical Research Scotland has or may have, on demand, pay to Medical Research Scotland all costs and expenses (including legal costs and disbursements) incurred by Medical Research Scotland as a result of its breach of these Covid-19 Research Grant Standard Conditions.

15. Commercial Exploitation of Results

15.1 Medical Research Scotland, save as otherwise provided for in these Conditions, will not stipulate any method of commercial exploitation, this will be left to the Administering Institution and/or other collaborating Research institution if applicable, to determine. The Administering Institution and/or other collaborating Research institution if applicable shall notwithstanding the foregoing be responsible for dealing with the commercial exploitation of the Intellectual Property pursuant to these Covid-19 Research Grant Standard Conditions in accordance with Good Industry Practice.

15.2 The Covid-19 Research Grant is awarded on the basis that Medical Research Scotland is the sole funder of the project. The Administering Institution hereby undertakes to keep Medical Research Scotland fully informed of all circumstances regarding compliance with these Covid-19 Research Grant Standard Conditions and, in particular, shall inform Medical Research Scotland of any third parties who propose to provide funding with regard to the project as provided in Condition 13.5 above.

15.3 Where any Intellectual Property arising from the Covid-19 Research Grant is to be commercialised other than by way of licensing or the setting up of a Commercialisation Vehicle as specified below (condition 15.4), the Administering Institution shall be responsible for informing Medical Research Scotland that this will be the case prior to any commercialisation of any Intellectual Property arising from the Covid-19 Research Grant.

15.4 Where work funded by Medical Research Scotland is to give rise to the creation of a separate legal entity (the "Commercialisation Vehicle"), the Administering Institution shall notify Medical Research Scotland forthwith in writing.

15.5 The Administering Institution and/or other collaborating Research institution if applicable, acknowledge and agree that all provisions in this Condition 15 will apply to them on a several basis.

16. Variation of Conditions or Specifications

16.1 No alteration, deletion or addition may be made to any of these Covid-19 Research

Grant Standard Conditions, or any part of the Covid-19 Research Grant project without the **prior agreement in writing** of Medical Research Scotland. In particular:

- any change of substance in the objectives of the project;
- any change of Principal Investigator or Co-investigator;
- any potential move of any of the Principal Investigator or Co-investigator from the Administering Institution or Other Research Institution;
- any change of the maximum expenditure figure for each element of the grant given in the Covid-19 Research Grant award;
- any change in the duration of the Covid-19 Research Grant project;

must be so approved.

16.2 If Medical Research Scotland does not approve a change proposed by the Administering Institution as provided for in Condition 16.1, Medical Research Scotland may, after consultation with the Administering Institution (but at its sole discretion), cancel or renegotiate the arrangements for support of the Covid-19 Research Grant.

17 Archiving of Research Data

17.1 The Administering Institution will ensure that the raw data/results are stored for a minimum period of 10 years after completion of the Covid-19 Research Grant project. At any time during this period the data/results may be requested by Medical Research Scotland. In the case of long term/longitudinal studies/population surveys, it may be necessary for a longer period of storage both in the interest of the Administering Institution and Medical Research Scotland. The Administering Institution, where appropriate, are encouraged to consider depositing data with the ESRC (Economic and Social Research Council) Data Archive.

18. Research and Financial Misconduct

18.1 It is the responsibility of the Administering Institution to **notify Medical Research Scotland immediately** if there is **any** indication that **research or financial misconduct has occurred** or may occur. Failure to do so may lead to the Covid-19 Research Grant's suspension or termination. Reimbursement of inappropriate claims will be sought. The Administering Institution will take reasonable steps to ensure the avoidance of misconduct on any aspect of research funded by Medical Research Scotland.

19. Confidentiality

19.1 Each of the Parties undertakes: (i) to keep the Confidential Information confidential by taking commercially reasonable precautions, and at least those precautions which it uses to protect its own confidential information; (ii) only to use such Confidential Information for the purposes for which it was so disclosed or came into its possession under the relevant project or pursuant to these Covid-19 Research Grant Standard Conditions; (iii) not to disclose any Confidential Information to any third party (other than as specifically stated within these Covid-19 Research Grant Standard Conditions) without the prior written consent of the disclosing Party.

19.2 Each of the Parties undertakes to disclose Confidential Information of the other Party only to those of its officers, employees, agents and contractors, engaged by the disclosing Party who need to know such Confidential Information in connection with the relevant Covid-19 Research Grant or pursuant to these Covid-19 Research Grant Standard Conditions and only to the extent to which such disclosure is necessary for the purposes contemplated.

19.3 The obligations contained in this Condition 19 shall survive the expiry or termination of the relevant Covid-19 Research Grant for any reason but shall not apply to any

Confidential Information which:

19.3.1 is publicly known at the time of disclosure to the receiving Party;

20.3.2 after disclosure becomes publicly known otherwise than through a breach of these Covid-19 Research Grant Standard Conditions by the receiving Party, its officers, employees, agents or contractors;

19.3.3 can be proved by the receiving Party to have reached its hands otherwise than by being communicated by the other Party including being known to it prior to disclosure, or having been developed by or for it wholly independently of the other Party or having been obtained from a third party without any restriction on disclosure on such third party of which the recipient is aware, having made due enquiry;

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

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

20. Dispute Resolution

20.1 In the event of a dispute arising pursuant to a Covid-19 Research Grant and/or these Covid-19 Research Grant Standard Conditions the Parties agree that they shall each in good faith attempt to resolve the dispute.

20.2 Work and activity to be carried out under the Covid-19 Research Grant shall not cease or be delayed by this dispute resolution procedure unless Medical Research Scotland notifies the Parties to the contrary.

20.3 The Parties acknowledge however that, notwithstanding the provisions of this Condition 20, nothing herein shall prevent any Party from bringing proceedings in any court of competent jurisdiction to protect the Intellectual Property or rights of confidentiality of that Party, or if a Party is clearly acting in bad faith in the conduct of the dispute resolution procedure or has committed a material breach of these Covid-19 Research Grant Standard Conditions or if the dispute has not been resolved within 21 days after this dispute resolution procedure has been invoked.

21. No Waiver

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

22. Severability

22.1 If any of the paragraphs or Conditions or other provisions of these Covid-19 Research Grant Standard Conditions are found by an arbiter, court or other competent authority to be void or unenforceable, such provision shall be deemed to be deleted from these Covid-19 Research Grant Standard Conditions but the remaining provisions of these Covid-19 Research Grant Standard Conditions shall continue in full force and effect insofar as they are not affected by any such deletion.

In the event of any such deletion, the Parties shall attempt to negotiate in good faith with a view to replacing the provisions so deleted with legal and enforceable provisions that have similar economic and commercial effect to the provisions so deleted.

April 2020