

Award to (Host Institution)			
Grant Code	202X/MNDS/XXXX/XXXABC		
Grant Title	otland		
Lead Applicant			
Co-Applicant			
Grant value		Award Duration	
Date Award Letter Issued			

Congratulations on being awarded a Grant from MND Scotland!

These Terms and Conditions, together with the Award Letter, set out the terms and conditions on which the Grant is made by MND Scotland to the Host Institution and Grant Holder.

Upon the signing of these Grant Terms and Conditions the Lead Applicant shall become the "Grant Holder".

Definitions

Agreement means the agreement among the Host Institution, the Grant Holder and MND Scotland consisting of the Award Letter and these Terms and Conditions and the Appendices to these Terms and Conditions.

Arising Intellectual Property (IP) means materials, patent rights, know-how, trademarks, trade secrets, service marks, registered designs, copyrights, database rights, design rights, ideas, processes, products, confidential information (including confidential clinical trial or other regulatory data), applications for any of the above, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above, generated or validated under the Project or using the Grant.

Award Letter means the letter from MND Scotland to the Grant Holder specifying the Grant title, amount of grant awarded, the duration of the Grant and any additional terms and conditions.

Founders: John and Peigi Macleod Royal Patron: HRH The Princess Royal

Co-Applicant means a person who assists the Grant Holder in the management and leadership of the Grant.

Directly Allocated Costs means the costs of resources used by the Project that are shared by other activities and based on estimates (e.g. principal and co-applicant costs, estates costs).

Directly Incurred Costs means the costs that would *only* be incurred if the Project were to go ahead. They include salaries for staff dedicated to the project, consumables, animals, equipment, etc.

Final Report means the report submitted to MND Scotland by the Grant Holder indicating that the project has completed and detailing the outcomes of the project.

Grant means the grant referred to on the front page of these Terms and Conditions and in the Award Letter.

Grant Application means the application form for the Grant submitted by the Grant Holder dated XXXXXXX and subsequently assigned grant code 202X/MNDS/XXXX/XXXABC

Grant Holder means the principal applicant who is named on the Award Letter and who has responsibility for the intellectual leadership and overall management of the Grant.

Grant Start Date means the date on Notification of Start form, as agreed by MND Scotland.

Host Institution means the university, hospital or academic/not-for profit research institution which is the Grant Holder's employer.

Indirect Costs means the non-specific costs charged by host institutions across all grants that are based on estimates (e.g. HR and finance services, library costs).

Funder means MND Scotland

Notification of Start means the form that indicates the Grant Start Date and that should be submitted to MND Scotland before the Grant can be activated.

Profiled Payments means the regular payments that the Host Institution receives over the lifetime of the project. These are reconciled against actual expenditure annually in quarter 4.

Project means the project that is the subject of the Grant Application.

Report means the annual report that must be completed and submitted to MND Scotland detailing progress of the project (form will be provide by MND Scotland).

1. General

- 1.1 MND Scotland requires that all funds be used solely by the Host Institution and the Grant Holder, for the activities under which the Grant was awarded as specified in the Grant Application.
- 1.2 The Grant Holder must be actively engaged in directing the activities funded by this grant. Continued use of MND Scotland funds during a prolonged absence of the Grant Holder requires written agreement from MND Scotland to continue under the direction of another qualified investigator, ideally prior to the absence or, if that is not possible, as soon as reasonably practicable after the absence has commenced.
- 1.3 MND Scotland reserves the right to require evidence that the Grant Holder and Host Institution have used the money from this Grant for the purposes under which the grant was awarded. If found to have been used inappropriately, MND Scotland reserves the right to demand the money back in full.
- 1.4 MND Scotland accepts no responsibility, financial or otherwise, for expenditure or liability arising out of the use of the Grant funds by the Grant Holder or Host Institution.
- 1.5 MND Scotland does not act as an employer with respect to the Grant, and in all cases where support is provided by the Grant for the employment of staff, the Host Institution must issue a contract of employment for such staff in compliance with the relevant laws and regulations.
- 1.6 All advertisements for staff or students that will be funded by the Grant must indicate that the research is funded by MND Scotland. The Host Institution is responsible for advertising posts and must meet recruitment-associated costs.
- 1.7 The Host Institution must ensure that all permanent and temporary staff and students employed or involved in the work funded by the Grant receive training appropriate to their duties, in accordance with any applicable legal or regulatory requirements.
- 1.8 It is expected that laboratory equipment, facilities and materials necessary for undertaking the research are provided by the Host Institution and are made available in the laboratory in which the work of the Project is undertaken.
- 1.9 The Grant Holder must inform MND Scotland (at research@mdscotland.org.uk) immediately of any development that will affect adversely the progress of the Project. Failure to notify MND Scotland of such developments may result in the Grant being withheld temporarily or being prematurely terminated.
- 1.10 The Grant Holder must notify MND Scotland (at research@mdscotland.org.uk) if work on the Project ceases for a period of one month or more.

- 1.11 After the due date for a Final Report, MND Scotland will not consider subsequent research proposals from a Grant Holder, or their Host Institution, until the Final Report is received and accepted by MND Scotland.
- 1.12 The Grant Holder must make all reasonable efforts, if so invited, to attend key activities organised by MND Scotland to increase awareness of research into motor neuron disease. Such events may be held up to a year after a Grant, or the Project, has finished. MND Scotland may request that researchers participate in communications showcasing their research with a view towards awareness-raising, fundraising, etc, including providing recorded videos to post on the MND Scotland website or to participate in live webinars.
- 1.13 The officers of MND Scotland reserve the right to visit the Grant Holder's laboratory/research environment during the period of the project to discuss progress, and we welcome invitations to do so.
- 1.14 Selected information on awarded Grants (including the Grant reference, Grant Holder's name, Host Institution, Grant title, lay and scientific abstracts, duration and value of support) may be placed in the public domain on MND Scotland's website and/or used by MND Scotland in publications, marketing and other promotions.
- 1.15 It is a requirement of MND Scotland's membership of the Association of Medical Research Charities ("AMRC") that MND Scotland submits to it the following information on new grants: Grant reference, Grant Holder's name, Host Institution, Grant title, Grant start and end dates, lay and scientific abstracts, value of support, Grant type (i.e. project grant, studentship, etc), whether the Grant involves the use of animals and if so what species. Further reporting to AMRC may be required to satisfy the demands of their annual audit and other information-gathering exercises to facilitate their campaign work.
- 1.16 MND Scotland acknowledges that the Host Institution is subject to the Freedom of Information Act 2000. If the Host Institution receives a request for information in respect to any part of the Grant or the Project, the Host Institution must notify MND Scotland at least seven days before a response is made and consult with MND Scotland on any response.
- 1.17 It is the responsibility of the Grant Holder and the Host Institution to adhere to the Data Protection Act 2018 and EU Regulation 679/2016 as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (and any subsequent legislation and guidance relating to data privacy) and to take all appropriate safeguards with data, in line with the policies of the Host Institution, or the law, which ever provides the highest level of data subject rights.
- 1.18 The Grant Holder and Host Institution agree and shall procure that all research personnel are made aware and, where required, consent that all information (including any personal

data) shared with MND Scotland in connection with the Project (or the Grant Application):

- (i) may be processed by MND Scotland, and their experts and advisers, some of whom may be based outside the UK and European Economic Area, for the purposes of administering and evaluating the Grant Application, funding the Project if the Grant Application is successful and monitoring and managing the performance of the Grant and Project in accordance with these Terms and Conditions;
- (ii) may be used for the purposes of knowledge-sharing and training; and
- (iii) may be disclosed to and processed by MND Scotland, Host Institutions and other institutions, external peer reviewers, experts and other appointees, government and relevant regulatory authorities, higher education funding councils and other research organisations or funding bodies for purposes connected with the Grant Application and/or the award, administration and funding of the Grant, and with donors or potential donors to MND Scotland in the course of inviting or administering donations to support the Project, or applications for grants or projects of a similar nature, some of whom may be based outside the UK and European Economic Area.

2. Funding Arrangements

- 2.1 Grants are time limited unless an extension is specifically agreed by MND Scotland. There is an expectation that the project will begin within six months of the agreed Grant Start Date.
- 2.2 When the Project is approved in principle, the initial sum awarded will be for the first year only. Approval of Grant funding for the second and subsequent years will be subject to satisfactory annual progress reports, itemised financial reconciliation statements and, in exceptional circumstances, availability of funds.
- 2.3 MND Scotland will only reimburse Directly Incurred Costs relating to the research described in the Grant Application. MND Scotland do not pay Directly Allocated Costs or Indirect Costs. MND Scotland do not anticipate that value added tax will be payable in respect of the Grant, however, if it is, the Grant shall be deemed to be inclusive of all applicable value added tax.
- 2.4 MND Scotland will only cover PhD student fees at the UK (home) rate. There are no restrictions, however, on the nationality of a MND Scotland-funded PhD student, although any additional costs incurred will need to be met from elsewhere.
- 2.5 MND Scotland will only cover the cost of PhD stipends at up to UKRI rate. Should the Grant Holder offer a stipend in excess of this amount, the additional costs incurred will need to be met from elsewhere.

- 2.6 MND Scotland will not pay expenses for interviewing candidates.
- 2.7 Any contract of employment offered must not extend beyond the end date of the Project (unless the Host Institution wishes to extend the contract at its own expense).
- 2.8 The Host Institution will meet the cost of any long-term leave and ensure that all annual leave entitlement is taken within the period of the Project. Long-term leave may include (without limitation) maternity, paternity, or long-term sick leave. Responsibility lies with the Host Institution.
- 2.9 MND Scotland are not employers and will not meet any claims for unfair or constructive dismissal and will only consider requests for additional costs to meet claims that occur as a direct result of MND Scotland terminating the Grant early, as set out in clause 2.10 below.
- 2.10 Should MND Scotland terminate the Grant before expiration of the period for which it was granted for a reason other than those set out in sub-clauses 1 to 8 of clause 5.1 (and provided that the full amount of the Grant has not been advanced at that time) they will consider claims by the Host Institution to recompense reasonable expenses incurred by the Host Institution in respect of redundancy or breach of any contract for Directly Incurred Costs that results directly from the early termination of the Grant provided that the Host Institution and Grant Holder use all reasonable endeavours to mitigate costs and expenses incurred and provided that no contract of employment is subject to notice periods other than on the University's standard employment terms. The recompense, if any, would not in any case exceed the amount of the Grant remaining to be paid to the Host Institution at the time of the termination of the Grant.
- 2.11 The full amount of Grant funding will be split up into regular payments that the Host Institution receive over the lifetime of the Project. These are called profiled payments and are paid in arrears. The Grant payment schedule is provided as a separate document.
- 2.12 To receive the profiled Grant payments, the Host Institution will need to invoice MND Scotland for the agreed amount each quarter profiled payments schedule. Invoices must be received within 30 days of the agreed dates. MND Scotland will not pay invoices that are submitted greater than 6 months after their due date.
- 2.13 The 4th payment in each year of the Project will be withheld until MND Scotland has received an itemised financial reconciliation statement covering all expenditure for the year.
- 2.14 Funds for the following Project year will only be released upon satisfactory review of the Annual Report and the annual itemised financial reconciliation statement by MND Scotland. The final payment for the grant will only be released upon satisfactory review of the final report and financial reconciliation statement.

- 2.15 Should the itemised expenditure in the 4th payment of Grant each Project year be less than the payments made to the Host Institution under the previous 3 payments, MND Scotland will withhold payment of the 4th payment sum and reserve the right to request the return of unspent funds.
- 2.16 Should the Project require that payments are not in equal instalments, for example if a project requires funds to be front-loaded in its first year due to start-up costs, this should be indicated to MND Scotland at the time profiled payments are being agreed, and before the start of the Project.
- 2.17 The Host Institution must ensure that all outstanding eligible costs associated with the project are included in the final invoice. MND Scotland will consider the award closed 6 months after the Project completion date and no further invoices or claims for payment can be accepted after this period.
- 2.18 The Host Institution will be responsible for any expenditure on the Project in excess of the funding stipulated in the Award Letter and in the profiled payments schedule.
- 2.19 If the Project is under-budget at completion, excess monies shall belong to MND Scotland, unless otherwise agreed, and must be returned to MND Scotland.
- 2.20 Funding from other sources: financial support for clearly defined aspects of the project from separate funding sources is permitted. Such supplementary funding must be disclosed in the Grant Application or, if later, at the time such funding is received.
- 2.21 Equipment purchased with MND Scotland funds within the terms of this grant must not be modified or removed from the Host Institution without the permission of MND Scotland.
- 2.22 Neither the Host Institution nor the Grant Holder shall, without prior written consent of MND Scotland, dispose of any asset funded, in part or in whole, with Grant funds during the lifetime of the asset (unless the equipment is being utilised by patients participating in a clinical study). During that period, MND Scotland shall be entitled to the proceeds of the disposal – or, at their discretion, the relevant proportion of the proceeds based on the percentage of Grant funding used in connection with the acquisition or improvement of the asset against the whole proceeds. Recovery by MND Scotland shall not be required where the value of the asset is less than £1,000.

3. Change of Terms of Grant

- 3.1 Revisions to the project shall be subject to the written agreement of MND Scotland. Input from the MND Scotland Scientific Advisory Panel may be sought when proposed changes to the

Project are major in nature and, in that case, MND Scotland will engage in dialogue with the Grant Holder based on advice from the MND Scotland Scientific Advisory Panel.

- 3.2 If the Grant Holder would like to transfer the Grant to another institution, and the Host Institution agrees, any such transfer will be subject to prior written approval from MND Scotland. MND Scotland must be given as much notice as possible.
- 3.3 If the Grant Holder transfers to another institution during the Grant, MND Scotland reserves the right to require that the equipment funded by the Grant is transferred with them.

4. Reports and Publications

- 4.1 The Grant Holder is required to submit a 'Notification of Start' form.
- 4.2 The Grant Holder is required to submit an annual progress Report (at the anniversary of the Grant Start Date) to MND Scotland. The structure and associated word limits will be indicated on the Report form provided. If the Report is not received by the due date, the Joint Funders will be entitled to terminate the Project and reclaim Grant funds.
- 4.3 The Grant Holder is required to submit a Final Report within three months of the completion of the Project or the Grant period (whichever occurs earlier). The structure and associated word limits will be indicated on the Final Report form provided.
- 4.4 In the case of PhD projects, a copy of any theses stemming from the Project research must also be sent to MND Scotland, preferably in digital format.
- 4.5 If there are exceptional reasons which will prevent submission of the Final Report within the period allowed, a request may be made, before the due date passes, for the submission period to be extended. Such requests must be made in writing and may be agreed by MND Scotland.
- 4.6 The final instalment of the Grant will be paid by MND Scotland only after receipt and approval of the Final Report.
- 4.7 The Grant Holder should, subject to the procedures laid down by the Host Institution, publish the results of the research arising from the Project in accordance with normal practice.
- 4.8 Grant Holders are expected to promote the dissemination of the results of their research by:
 - Publications in appropriate scientific journals or by other arrangements if more suitable, after consultation with MND Scotland; in the case of publication in

scientific journals, due effort should be made to ensure outputs are open access. MND Scotland Grant Holders are entitled to publish in [AMRC Open Research](#)

- Knowledge transfer events, communicating with the public, after consultation with MND Scotland.

- 4.9 MND Scotland Grant Holders must acknowledge MND Scotland on all publications (including posters), exhibitions, press announcements and other similar events including the inclusion of the MND Scotland logo on all presentations related to the funded research. You should use the format: “This work was supported by MND Scotland [2023/MNDS/1234/XXXABC]”
- 4.10 MND Scotland may contact the Grant Holder and the Host Institution up to 5 years after the completion of the Project to request information about further outputs (e.g. publications), impacts or funding arising from the Project funded by the Grant and the Grant Holder and the Host Institution shall provide such information (provided that they still have access to it).
- 4.11 Any PhD students supported by MND Scotland should be branded appropriately. Prior permission should be obtained from MND Scotland if circumstances are such that this condition is not appropriate.
- 4.12 The Grant Holders must notify MND Scotland, **in advance**, of any media releases or similar public pronouncements that refer to any research arising as a result of the Grant, whether direct or indirect, and supply a copy of the releases. At least five working days’ notice of any publicity stemming from the research is mandatory, with advance notice of any publications stemming from research arising from the Grant once manuscripts have been accepted for publication. It is considered good practice to inform MND Scotland of any research outputs when uploading copies to research repositories. This will enable MND Scotland to respond efficiently to media and other enquiries. MND Scotland’s Communication team will be able to assist researchers with press enquiries. and they require copies of any releases along with a layperson summary on any announcements.

Researchers must heed the difference between presenting themselves as a ‘researcher funded by MND Scotland’ and that of a spokesperson for the organisation. Appropriate etiquette must be exercised when interacting with agencies who may work on the false assumption that researchers are in the employ of MND Scotland and that their views and opinions are representative of the organisation. Where there is any doubt or confusion, MND Scotland should be consulted (research@mndscotland.org.uk).

- 4.13 Feedback to people with MND/carers, where volunteers are involved in research – the Grant Holder is required to provide regular information to participants, and volunteers via appropriate mediums. The Grant Holder is encouraged to provide regular information to MND Scotland which can be used in publications or circulated to supporters. This is in addition to annual Reports and publications.

5. Termination of Award

5.1 MND Scotland reserves the right, by written notice and with reasons in writing, to terminate the provision of all or any part of the Grant at any time. Circumstances which may lead to termination include (without limitation):

1. Any breach of these Terms and Conditions or the Award Letter
2. Failure to start work within 6 months of the agreed Grant Start Date
3. Work on the Project has stopped or the Grant Holder has ceased to be actively involved in the project
4. Failure to submit adequate and timely progress Reports
5. Failure to submit adequate and timely annual financial reconciliation statements
6. The Project diverging substantially from the original approved project, except under circumstances in which the changes are acceptable (and approved in writing) on scientific grounds
7. Serious and unresolvable problems identified as a result of a site visit
8. The Grant Holder or the Host Institution's personnel bring MND Scotland into disrepute
9. MND Scotland's unavailability of funds.

MND Scotland will endeavour to give at least 60 days' notice prior to termination of the provision of the Grant.

5.2 In the event of work on the Project being terminated or discontinued by the Grant Holder or the Host Institution, written notification must be sent to MND Scotland together with a report on the work carried out to date, setting out reasons for the termination or discontinuation. In such a case, provided that none of sub-clauses 1 to 8 of clause 5.1 apply, MND Scotland will consider a claim to reimburse any expenditure properly and necessarily incurred under the award up to the termination date but are not obliged to do so. If MND Scotland agrees any reimbursement, a final claim is to be submitted within the Terms and Conditions of the award and the usual time limits.

6. Ethical and legal requirements

6.1 The Grant Holder and Host Institution shall ensure that procedures undertaken during any course of the Project that involve the removal of human tissue, will be carried out in accordance with the appropriate guidance issued by the Department of Health/Local Health Authority and will comply with all applicable laws.

- 6.2 If the Project collects, or involves the use of, human tissue or blood samples, the Grant Holder will be asked to state in their final report what happened to any remaining samples at the end of the project. Grant Holders must return or destroy any material not used in their research after the designated period, unless specific consent for retention has been obtained, in writing from MND Scotland, and must comply with the specific [MRC guidance on disposal of human tissue](#).
- 6.3 Where the Project involves equipment or procedures which may be hazardous, the Grant Holder must satisfy the local safety committee that all appropriate safety procedures and regulations have been complied with. Liability for failure in this regard will be the responsibility of the Host Institution.
- 6.4 Where research involves patients or volunteers, the written approval of the local ethics committee is required before a grant can be awarded.
- 6.5 Recipients of MND Scotland Grants must demonstrate that they are adhering to the 3Rs principles of Reduction, Replacement, Refinement. Applicants are expected wherever possible to adopt procedures and techniques which avoid the use of animals. Where this is not possible, investigators are required to confirm they will use only the minimum number of animals consistent with achieving a valid result in any experiment, and that experimental protocols have been assigned to minimise pain, suffering and distress.
- 6.6 Grant Holders who use animals for experimental purposes are required to obtain the necessary licence and any necessary certificates from the appropriate Government Department and to comply with any conditions imposed by that Government Department.
- 6.7 Any Grant award made by MND Scotland will be on the condition that no work on the Project will start until the necessary approvals have been obtained.

7. Industrial and Intellectual Property Rights

- 7.1 The Host Institution shall notify MND Scotland promptly on the creation or development of any Arising Intellectual Property.
- 7.2 It is a condition of the award and payment of the Grant that if, as a result of the Project, Arising Intellectual Property is generated, the Grant Holder and the Host Institution will enter into a separate agreement with MND Scotland on:
- Patent, design or copyright protection and ownership; and
 - Sharing of financial returns.
- 7.3 The Grant Holder accepts that MND Scotland may require a share of financial gain in return for their consent to exploit the Arising Intellectual Property commercially. This

restriction shall continue to bind the parties notwithstanding any termination of the Grant or this Agreement. The Grant Holder and Host Institution shall comply with Appendix 1.

8. Scientific Integrity

- 8.1 The Host Institution must have a formal policy and/or procedures for dealing with research misconduct and scientific fraud and must exhibit this to MND Scotland on request.
- 8.2 In the rare event of research misconduct or scientific fraud occurring, MND Scotland wish to make clear that it is the responsibility of the Host Institution to investigate any suspected case of fraudulent activity
- 8.3 The Host Institution must notify MND Scotland at the earliest opportunity of any allegations of research misconduct or scientific fraud connected in any way with the Grant Holder or any other person named in the Grant Application, the Grant or the Project. The Host Institution must keep MND Scotland informed during any investigation and inform them of the outcome of the investigation into misconduct as soon as it is known.
- 8.4 If fraud or research misconduct should be proven, the Grant must be repaid in full to MND Scotland forthwith.
- 8.5 MND Scotland also reserve the right for them, or their agents, to investigate any aspect of alleged fraud or research misconduct itself that concern the Grant or the Project. The Host Institution and Grant Holder shall co-operate and provide assistance and information in a transparent manner to MND Scotland for that purpose.

9. Bullying and Harassment

- 9.1 MND Scotland expect all people involved in research to treat each other with dignity and respect. Bullying and harassment of any kind, in any context, is unacceptable. It is the Host Institution's responsibility to have adopted a formal policy that clearly sets out the standards of behaviour it expects from staff and the procedure for making and responding to complaints. The Host Institution must also ensure that any sub-grantee or sub-contractor has an equivalent policy in place.
- 9.2 The Host Institution and Lead Applicant confirm that, to the best of their knowledge, there are no bullying or harassment allegations currently under investigation involving the Lead Applicant(s) or any other person named on the Grant Application, nor has any allegation of bullying or harassment against any such person been upheld in the previous five (5) years. The Host Institution must inform MND Scotland at the earliest opportunity

of any decision to investigate formally an allegation of bullying or harassment against an individual named or supported by the Grant or any other active grant MND Scotland. Allegations of bullying and harassment should be investigated in an impartial, fair, and timely manner, ensuring the rights of employees involved are protected, and appropriate action must be taken. If the Host Institution is advised by the investigator(s) that a disciplinary procedure is warranted, we expect the institution to complete the disciplinary procedure such that a formal finding can be reached. The Host Institution should not enter into any agreement which prevents MND Scotland being informed of the investigation's findings.

10. Changes to Condition of Grant

MND Scotland reserves the right to change these Terms and Conditions from time to time. If for any reason during the life of the Grant an amendment is made to MND Scotland's standard terms and conditions of grant, MND Scotland reserves the right to apply the revised terms and conditions of grant in place of those which were applied at the time of the original award.

11. Indemnity

MND Scotland does not provide cover for negligent or non-negligent harm for participants on MND Scotland funded studies. The Host Institution agrees to indemnify and hold harmless MND Scotland and their respective employees, officers and agents against any costs, claims or liabilities (including without limitation legal costs) suffered or incurred by any of them as a result of any action, claim or complaint brought against any of them in connection with or arising from the Project or the negligence or wilful default of the Grant Holder or any of the Host Institution's Personnel or contractors or any failure to accurately report any results of the Project or arising out of the use, publication or exploitation of the results of the Project by the Host Institution or any of the Host Institution's Personnel or contractors in any manner. The Host Institution must hold appropriate insurances for professional indemnity, public liability and employer's liability during the period of the Project and for a period of six (6) years following the end of the Project and during any commercialisation of Arising Intellectual Property.

12. General

- 12.1 This Agreement, including its appendices, constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements.
- 12.2 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry.

12.3 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Scotland.

12.4 The courts of Scotland shall have exclusive jurisdiction to settle any disputes (including non-contractual disputes or claims), which may arise out of or in connection with this Agreement. The parties irrevocably agree to submit to that jurisdiction.

I, the Lead Applicant/Grant Holder, agree to the above terms and conditions and to be bound by the Agreement.

Signed..... Date.....
(Grant holder)

On behalf of the Host Institution I agree to the above terms and conditions and to be bound by the Agreement.

Signed..... Date.....
(Authorised signatory of Host Institution)

Award to (Host Institution)			
Grant Code	2023/MNDS/XXXX/XXXABC		
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Lead Applicant			
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This is the Appendix 1 referred to in the foregoing Terms and Conditions

Appendix 1: Intellectual Property rights and commercial activities

As a charity, MND Scotland wishes to ensure that the outcomes of its funded research are applied for the public benefit. In some circumstances, this obligation may be best achieved through the protection of Arising Intellectual Property and the facilitation of commercial exploitation of this Arising Intellectual Property.

Arising Intellectual Property falls into different categories:

- Copyright – protects written, dramatic and artistic work, software, films, sound recordings and broadcasts
- Patents – protect technical inventions, novel products or processes
- Trademarks – distinguish the goods and services of one organisation from another
- Design rights – protects the visual appearance of products

Some of these protections need to be registered (e.g. trademarks, patents) and some do not (e.g. copyright). If the Arising Intellectual Property is not protected, another individual or organisation may copy the design or commercialise and sell the new invention without consent or payment.

Therefore, for grants where MND Scotland funding may lead to the generation of Arising Intellectual Property, the following additional conditions shall apply:

- A1.1 MND Scotland requires the Host Institution to have strategies and procedures in place for the identification, protection, management and exploitation of intellectual property, including that resulting from funding by charities.
- A1.2 The Host Institution must ensure that all persons in receipt of funding from MND Scotland, or working on Grant funded activity (including employees, students, visiting staff and sub-contractors), are employed or retained on terms that vest in the Host Institution all Arising Intellectual Property.
- A1.3 The Host Institution and the Grant Holder must notify MND Scotland promptly in writing when Arising Intellectual Property arises. They must consult with MND Scotland to determine the best course of action to achieve public benefit. They must ensure that Arising Intellectual Property is protected, and not published or otherwise disclosed publicly prior to protection, whilst at the same time aiming to minimise the potential delays in publication.
- A1.4 The Host Institution must obtain the consent of MND Scotland before using, or authorising the use of, Arising Intellectual Property for any commercial purpose. Consent will not be unreasonably withheld, and MND Scotland will only refuse the Host Institution's request

where it considers that the proposed commercial exploitation would run counter to their interests or charitable objectives.

- A1.5 As a condition of granting consent, MND Scotland will require the Host Institution or its recognised technology transfer company to negotiate and agree with MND Scotland appropriate revenue sharing terms, in accordance with advice from the Association of Medical Research Charities, and to adhere to a reasonable commercial strategy approved by MND Scotland.
- A1.6 If the Host Institution does not wish to protect, manage or exploit the Arising Intellectual Property, or fails to comply with the agreed strategy, MND Scotland may direct the Host Institution to take steps to protect the Arising Intellectual Property at MND Scotland's expense or to transfer the IP to MND Scotland.
- A1.7 If the Host Institution wishes to use any third party (other than its recognised technology transfer company) to carry out its obligations with respect to Arising Intellectual Property, it must provide details to, and obtain prior written approval from, MND Scotland.
- A1.8 Neither the Grant Holder nor the Host Institution should use materials or compounds (other than those obtained commercially), on terms which would place restrictions on the publication of the results of the Project or the use or exploitation of Arising Intellectual Property. The Host Institution shall use all reasonable endeavours to ensure that 'reach through rights' have not been granted on any Arising Intellectual Property in favour of commercial organisations providing materials or compounds to Grant-funded individuals for research purposes. However, MND Scotland recognises that companies providing materials may often require exclusive rights to any intellectual property arising from use of that material, and that this requirement is often non-negotiable. Where intellectual property arises from research linked indirectly to the use of material provided under such agreement, the provider should be offered a time-limited opportunity to take out a revenue-generating licence. MND Scotland may require that revenue sharing arrangements apply in respect of any income received by the Host Institution or its technology transfer company.