THE UNIVERSITY of EDINBURGH

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Our Ref: [reference number to be added by UoE RC Team]
Date: [insert date]

[insert full legal name and postal address of organisation]

For the attention of [insert name]

Re: [insert name of project] ("the Project")

The University Court of the University of Edinburgh, a charitable body registered in Scotland under registration number SC005336 incorporated under the Universities (Scotland) Acts and having its main administrative offices at Old College, South Bridge, Edinburgh EH8 9YL, U.K. ("Edinburgh") has been awarded a grant from the UKRI Medical Research Council ("Funder"), Grant Title: Mental Health Platform Coordinating Centre (MHP), together with additional funding named UKRI MRC [Collaboration and Innovation fund / Capacity Building fund] in respect of the Project ("Main Grant"), a copy of which is attached at Part 1 of the Schedule to this Award Letter.

On behalf of the University, I hereby offer [insert name of organisation] ("**You**") a Sub-award subject to the terms and conditions of the Main Grant. The tasks to be undertaken by you under this Sub-award are those allocated in the pursuant scope of work attached in **Part 2 of the Schedule** to this letter. You shall perform these tasks using all due diligence, skill and care, and shall be bound by and comply with any corresponding obligations imposed on the University by the provider of the Main Grant.

This Award Letter constitutes a unilateral offer of funding from Edinburgh to the recipient institution and is not intended to operate as a negotiated contract between equal parties. The offer is made on a non-negotiable basis and acceptance of funding is conditional upon acceptance of all terms set out in this Award Letter without amendment.

You undertake not to conduct yourself (whether by act or omission) in such a manner that would cause the University to be in breach of its obligations under the Main Grant and shall indemnify the University from and against any liabilities, losses, costs or expenses incurred by the University as a result of a breach of this undertaking.

Additional terms and conditions which apply to this Sub-award (over and above this letter) are set out in **Part 3 of the Schedule** to this letter.

The funding to be provided to you under this Sub-award is detailed in the payment schedule contained in Part 4 of the Schedule to this Award Letter.

You shall procure that in carrying out the Project, you will comply with all applicable laws, regulations and statutes, including those relating to anti-bribery as detailed in the Bribery Act 2010 and other analogous legislation.

You agree to fully comply with the UK National Security and Investment Act 2021 ("NSI Act"). Where it is considered this Award Letter meets the criteria for a notifiable acquisition under the NSI Act, You and Edinburgh shall assist each other to ensure compliance and completion of the notification. You and Edinburgh shall each bear its own costs and expenses incurred, except those incurred because You have failed to make a mandatory notification where required. Any failure by You to comply with this clause shall entitle Edinburgh to give You 30 days' written notice to terminate the Agreement.

Notwithstanding any other provision of this Award Letter, in case that You fail to make a mandatory notification as required by the NSI Act, You shall reimburse all costs incurred by Edinburgh as a result of such failure including all costs associated with related NSI Notices and Orders (being a notice or order from the Secretary of State under the NSI Act in relation to an entity or asset connected with this Agreement) and the amendment and termination of this Agreement.

In the event that You wish to make a voluntary notification, pursuant to the NSI Act, in relation to an entity or asset connected with this Award Letter, You shall notify Edinburgh and Edinburgh shall provide all reasonable assistance in connection with the submission of such voluntary notification (You and Edinburgh each bearing its own costs in relation thereto).

This Sub-award shall be regarded as though it were a complementary agreement to the Main Grant. Nothing contained in this Sub-award shall be so construed or interpreted in any way as to diminish or alter the rights of the provider of the Main Grant as set out in the Main Grant.

This offer of funding shall remain open for acceptance for a **maximum period of 10 weeks** from the date of this Award Letter. If a fully executed copy is not received within that period, Edinburgh reserves the right to withdraw the offer of funding without further notice.

I should be grateful if you could arrange for this letter to be signed and dated by an authorised signatory and return a fully executed copy to me for the University's records.

Yours sincerely

[insert name of authorised signatory]
Authorised Signatory of the University Court of the University of Edinburgh

Accepted for and on behalf of [insert full legal name of organisation]:

Signature:

Name:

Date:

This is the Schedule referred to in the foregoing Award Letter between the University Court of the University of Edinburgh and [insert full legal name of organisation]

Part 1

Main Grant

A copy of the funding terms and is embedded in this Schedule and is also provided as a separate electronic attachment



MRZ0005481
Collaboration inno

Part 2

Description of the Task

[to be added for each project]

Part 3

Additional Terms and Conditions

Background	means all algorithms, data, designs, discoveries, formulae, improvements, information, inventions, materials, methods, processes, results, software, specifications, techniques and Intellectual Property used in connection with the Project that have been generated prior to or outside the scope of the Project;
Confidential Information	means (a) Background that is marked as confidential at the time of disclosure or which by its nature and from the circumstances of its disclosure reasonably ought to be considered confidential and (b) Results;
Commencement Date	means [insert date] notwithstanding the date of signature of this Agreement;
End Date	means [insert date] or any other date agreed in accordance with clause 6.2;
Intellectual Property	intellectual property of any description recognised in any jurisdiction including patents, copyrights, database rights, design rights (registered and unregistered), trademarks, trade names and service marks, and applications for any of the above;
Joint Results	any Results that are generated by two or more Parties jointly and for which it is impossible to segregate each party's intellectual contribution to the creation of such Results;
Results	all algorithms, data, designs, discoveries, formulae, improvements, information, inventions, materials, methods, processes, results, software, specifications, techniques and Intellectual Property arising in the course of undertaking the Project (and which for the avoidance of doubt includes Joint Results).
[organisation] Principal Investigator	[insert]

1. In case that [organisation]Principal Investigator move to a different institution, resign or change the role, [organisation] must nominate a replacement with prior Funder's consent. Any changes to the Principal Investigator requires prior agreement from the MHP Director and MRC.

2. Except as otherwise expressly stated in this Award Letter, any amendment to this Agreement shall be in writing.

3. The [organisation] must comply with the MHP values and Data Sharing policy. The need to safeguard Intellectual property and commercialisation opportunities should not unduly delay or prevent data sharing. All research data generated by the Project must be deposited on DATAMIND's Trusted Research Environment.

4. All Background shall remain the property of the party contributing the same. The parties acknowledge and agree that (i) any improvements or modifications to a party's Background arising from the Project that are not severable from the Background shall be deemed to form part of that party's Background, and (ii) no party shall gain or claim any right, title or interest in any Background or Results except as expressly granted in this Award Letter. Each Edinburgh and [organisation] shall own the results generated by its employees, students, appointees and agents. Joint Results shall be jointly owned by the parties who generated such results.

5. Subject to the restriction in relation to the publication or other applicable restrictions, each party grants the other party(ies): a) an irrevocable, non-exclusive, non-transferable, non-sub-licensable, royalty-free licence for the duration of the Project to use its Background (provided it is free to license the Background in question) solely to enable the other party(ies) to perform their respective parts of the Project; and b) an irrevocable, non-exclusive, non-transferable, non-sub-licensable, royalty-free licence to use its Results to enable the other party(ies) to perform their respective parts of the Project, and for academic teaching, academic research and publication, including academic research projects funded by third parties (including commercial entities). For the avoidance of doubt, as this licence is non-transferable and non-sub-licensable, the licensee is not permitted to grant any rights to use these Results to any third party.

6. No party shall publish or disclose any Confidential Information of another party without its prior written consent, except to disclose such information to those of its employees, students, appointees and agents who need it to perform the Project.

7. No party makes any representation or warranty in relation to the Results. No party accepts any responsibility for any use which may be made of the Results, nor for any reliance which may be placed on any Results, nor for advice or information given in connection with any Results. Nothing in this Award Letter limits or excludes a Party's liability for (a) death or personal injury caused by negligence, (b) fraud or fraudulent misrepresentation or (c) any other liability which by law cannot be limited or excluded. The express undertakings and warranties given by the Parties in this Agreement are in lieu of all other undertakings, warranties, terms and conditions, whether express or implied by statute, common law, custom, trade usage, course of dealing or in any other way. All of these are excluded to the fullest extent permitted by law.

8. Each party must comply with UKRI open access requirement and each party may publish Results. Each party intending to publish Results shall circulate its proposed publication to the other party(ies) at least 30 days in advance of its submission for publication. Another party may require the publishing party to delay the submission for publication if in its reasonable opinion.

9. Edinburgh may terminate this Award Letter with immediate effect by giving written notice to [organisation]. No party shall be entitled to recover any of its costs in connection with the Project that are incurred on or after expiry of the earlier termination of this Agreement.

10. Except as otherwise expressly stated in this Award Letter, [organisation] shall not assign, licence, sub-contract or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without the prior written consent of Edinburgh, such consent not to be unreasonably withheld or delayed.

11. Any dispute arises out of this Award Letter the parties shall first attempt to resolve the matter informally through designated senior representatives of each party to the dispute, who are not otherwise involved in the Project. This Agreement and any dispute or claim arising out of or in connection with its subject matter or formation shall be governed by and construed in accordance with the laws of Scotland and shall be subject to the jurisdiction of the courts of the domicile of the defendant.

1. The funded Project teams will be required to adhere to the standard UKRI Terms and Conditions of Research Council fEC Grants and MRC's Additional Terms and Conditions. The following specific additional terms and conditions will also apply:

    a. **MHP policies:** [organisation] must comply with the MHP values and Data Sharing policy. The need to safeguard Intellectual property and commercialisation opportunities should not unduly delay or prevent data sharing. We expect data to be shared with as few restrictions/barriers as possible in a timely and responsible manner. All research data generated by the Project must be deposited on DATAMIND's Trusted Research Environment.

    b. **Funding:** [organisation] will use the funding to conduct the Project in accordance with the project plan agreed at the outset of the project and for no other purpose whatsoever. Any changes to the allocation of funds within the project budget require the advance approval of the MHP Director. The Project team understands that if milestones are not completed to the satisfaction of the MHP Leadership team, funding can be withdrawn and reallocated to another project/PI.

    c. **Reporting:** [organisation] will be expected to submit brief written project updates twice a year to the MHP Coordinating Centre and Leadership Team focussed on both research outputs and operational aspects of their project such as timelines and budget spent. The Project team will make all reasonable efforts to notify the MHP Coordinating Centre and Director of any anticipated or actual delay in the progress of the project as soon as apparent. The Project team will submit to the MHP Coordinating Centre a final report on the conduct and outcome of the Project within one (1) calendar month of the end of the Project.

    d. **Dissemination:** The MHP expects the dissemination of research results arising from MHP funded projects. The MHP accepts that the publication of results might be delayed in some cases to allow time for consideration and preparation of patent applications with respect to Intellectual Property arising from the Project.

    e. Publications and Acknowledgments:

[organisation] must acknowledge the support of the UKRI MHP, with the statement “This work was funded by UKRI as part of the Mental Health Platform [MR/Z000548/1] and [insert participating Hubs UKRI Funding reference number here]” in all their publications and communications, included press releases, media communications and public engagement events. The Project team must use the UKRI MHP and Hubs official logos in all public communications according to the MHP Brand guidelines.
The corresponding author of publications arising from the Project must inform the MHP Coordinating Centre team 30 days in advance of the publication of papers or presentations at conferences, for dissemination purposes.

f. **Collaborations and Research Approvals:** [organisation] must ensure that any collaborative research activity involving an external party is subject to a formal Collaboration Award Letter between their institutions and the relevant party prior to the project commencing. It is also the Project team’s responsibility to ensure that all necessary research governance and ethics approvals necessary for the conduct of the project are secured prior to commencing the associated work package(s).

g. **Academic-Industrial collaboration:** Any academic-industrial collaboration supported through this fund should also follow the principles of MRC Industry Collaboration Framework (ICF).

h. Notices:
Notices to [organisation] shall be addressed to
[insert address]
[insert email addresses]

Notices to Edinburgh shall be addressed to
ERO.Contracts@ed.ac.uk

Part 4

Payment Schedule

The University shall pay to you, in consideration of the work carried out under this Sub-award, the sums detailed below. All sums are inclusive of VAT, if applicable. Costs must not include a provision for inflation based on the GDP Deflators published by the HM Government.

Payments shall be made subject to the receipt of sufficient funds from the provider of the Main Grant and within 30 days of receipt of quarterly invoices in arrears from you.

Any expenditure that is not incurred in accordance with this Award Letter (including any expenditure in excess of the amount allocated to [organisation]) shall be the responsibility of the [organisation]. For the avoidance of doubt, Edinburgh shall have no obligation to pay the [organisation] in respect of any such expenditure.

If the Funder requires Edinburgh to reimburse any of the Main Grant in accordance with the Main Grant, then to the extent such requirement arises from the acts or omissions of [organisation], the [organisation] shall reimburse Edinburgh an equivalent amount, including any interest charged by the Funder, within 30 days of demand.

	100% Full Economic Cost
Salary Costs	£[insert amount]
Travel and Subsistence	£[insert amount]
	£[insert amount]
[insert additional categories as appropriate]	£[insert amount]
TOTAL:	£[insert amount]

Any other project costs that you wish to recover from a central project budget held by the University (such as, but not limited to, travel costs) should be invoiced on the same basis as the above

Additional Conditions

Sub-award commencement date: [insert date of commencement of the main grant or other relevant date]

Sub-award end date: [insert date of termination stated in the main grant or other relevant date] unless the Main Grant terminates early for any reason, in which case this Sub-award will also terminate on that earlier date. This Sub-award will not be extended beyond the end date. Grant extensions will only be considered under exceptional circumstances (in line with the Equality Act 20210) and will require MRC's agreement.

Invoices to be addressed to:
RGA for org unit
RGS
University of Edinburgh

9-16 Chambers Street
Edinburgh EH1 1HT
Invoices must be emailed to apinvoices@ed.ac.uk**.** Any queries regarding invoices or payments should be sent to finance.helpline@ed.ac.uk

References:
Contract reference [insert c -reference number] / Worktribe reference [insert reference here]
(Please include this on all invoices)