

## PLANT HEALTH CENTRE (PHC) FUNDING TERMS

### Grant Conditions

#### Plant Health Centre Collaborative Project

This Project was recommended for funding under the Plant Health Centre Collaborative Project call. The Plant Health Centre is funding the Project, and the James Hutton Institute is awarding this Grant, on behalf of the Scottish Government.

The Plant Health Centre is an interdisciplinary consortium based around the strengths and expertise of the Plant Health Centre founders, The James Hutton Institute, Royal Botanic Gardens Edinburgh, Forest Research and Scotland's Rural College. The vision of the Plant Health Centre is to bring together experts to undertake projects which address the evidence needs of Scottish Government and stakeholders in the area of plant health.

The Grantee must acknowledge the Plant Health Centre and the Scottish Government in any publications or events associated with this Grant. The Grantee must assist the James Hutton Institute/the Plant Health Centre with any additional reporting requirements the Scottish Government requests.

The James Hutton Institute awards the Grant to the Grantee on the basis of this single set of core terms and conditions. Acceptance of the grant constitutes acceptance of both the core conditions and any additional conditions.

The James Hutton Institute reserves the right to vary these terms and conditions.

### **1. Responsibilities of the Grantee**

- 1.1. The Grantee must ensure that the Grant Holder is made aware of their responsibilities and that the Grant Holder observes the terms and conditions of the Grant.
- 1.2. The Grantee must ensure that the Project the Grant supports complies with all relevant legislation and regulation, including that introduced while work is in progress. This requirement includes approval or licence from any regulatory body that is required before the Project can commence.
- 1.3. The Grantee must notify the James Hutton Institute of any change in its status, or that of the Grant Holder, that might affect the eligibility to hold a Grant.
- 1.4. The Grantee must ensure proper financial management of the grant and accountability for the use of public funds.
- 1.5. The Grantee must ensure that adequate business continuity plans are in place to ensure that operational interruptions to the Project are minimised.
- 1.6. It is the responsibility of the Grantee and the Grant Holder to support the James Hutton Institute to communicate the Grant progress and the results of the Project, as required.

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## 2. Confidentiality

- 2.1. For the purposes of this Clause, “**Confidential Information**” means information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the research, business, customers, products, affairs and finances of the James Hutton Institute or the Plant Health Centre, including in particular (by way of illustration only and without limitation) information regarding the Grant, information that the Grantee creates, develops, receives or obtains in connection with the Grant or the Project and any results of the Project, whether or not such information (if in anything other than oral form) is marked confidential.
- 2.2. The Grantee shall:
  - 2.2.1. keep confidential all Confidential Information;
  - 2.2.2. not disclose to third parties without the express prior written permission of the James Hutton Institute the Confidential Information;
  - 2.2.3. ensure that no publication of the Confidential Information occurs without the express prior written consent of the James Hutton Institute; and
  - 2.2.4. disclose the Confidential Information only to those persons necessary for the purposes of the Project or the Grant and only to the extent necessary for the proper performance of their duties.
- 2.3. The Grantee shall procure that the obligations in Clause 2.1 are observed by its employees, officers and agents and any other party who engages in the Project.
- 2.4. The Grantee shall notify the James Hutton Institute immediately if it becomes aware of any disclosure in breach of the obligations in this Clause 2. At the request of the James Hutton Institute, the Grantee will take all such steps as are necessary to prevent further disclosure.
- 2.5. Clause 2.1 shall not apply to the extent that:
  - 2.5.1. such disclosure is a legal requirement placed upon the Grantee, including any requirements for disclosure under FOISA (as defined in Clause 15.4);
  - 2.5.2. such information was in the possession of the Grantee without obligation of confidentiality prior to its disclosure;
  - 2.5.3. such information was obtained from a third party without obligation of confidentiality; or
  - 2.5.4. such information was already in the public domain at the time of disclosure.

## 3. Research Principles

- 3.1. The Grantee is responsible for ensuring that ethical issues relating to the Project are identified and brought to the attention of the appropriate approval body or regulatory body. Such approval to undertake the Project must be granted to the Grantee before any work requiring approval begins. Where relevant, the Grantee should interpret ethical issues broadly so as to encompass, among other things, the involvement

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of human participants in research, the use of animals, research that may result in damage to the environment and the use of sensitive economic, social or personal data.

- 3.2. Where relevant, the provisions of the Animals (Scientific Procedures) Act 1986 and any amendments and any regulations governing the use of human subjects must be observed. All necessary licences must have been received before any research activities requiring approval takes place.
- 3.3. Where relevant, the Grantee must use their best endeavours to adopt procedures and techniques that avoid the use of animals. Where this is not possible, the project should be designed so that:
  - 3.3.1. The least sentient species with the appropriate physiology is used;
  - 3.3.2. The number of animals used is the minimum sufficient to provide adequate statistical power to answer the question posed;
  - 3.3.3. The severity of procedures performed on animals is kept to a minimum;
  - 3.3.4. Experiments should be kept as short as possible. Appropriate anaesthesia, analgesia and humane end points should be used to minimise any pain and suffering.
- 3.4. Where relevant, the Grantee is responsible for managing and monitoring the conduct of medical and health research in a manner consistent with the Research Governance Framework for Health and Community Care issued by the Chief Scientist's Office of the Scottish Government. The Grantee must have in place effective and verifiable systems for managing research quality, progress and the safety and well-being of patients and other research participants. These systems must promote and maintain the relevant codes of practice and all relevant statutory review, authorisation and reporting requirements.
- 3.5. Where relevant, health-related research within the social sciences that falls outside the Research Governance Framework must meet the provisions and guidelines of the Economic and Social Research Council's Research Ethics Framework. While this research may involve patients, National Health System staff or organisations, it is defined as research that poses no clinical risk or harm to those who are the subjects of research. The Grantee must ensure that appropriate arrangements are in place for independent ethics review of social science research that meets local research ethics committee standards.
- 3.6. The Grantee must assess significant developments as the Project proceeds, especially those that affect safety and well-being, which should be reported to the appropriate authorities and to the James Hutton Institute. The Grantee must take appropriate and timely action when significant problems are identified. This may include temporarily suspending or terminating the Project.
- 3.7. Where relevant, the Grantee is responsible for managing and monitoring statutory requirements for which it accepts responsibility, for example, in relation to legislation on clinical trials, use of human organs, tissues and data.
- 3.8. Where relevant, guidance by the Medical Research Council on the conduct of medical research, and by the Economic and Social Research Council on the conduct of social science research, provided on behalf of all Research Councils, must be observed.
- 3.9. The Grantee must have in place adequate systems for ensuring the quality of research that is carried out by its staff so that scientific misconduct (for example; plagiarism, falsification of data, improper selection

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of data) can be prevented. The Grantee should have effective mechanisms in place for identifying scientific misconduct and clearly publicised and agreed procedures for investigating allegations of such misconduct. The Grantee must comply with the guidelines of the Joint Code of Practice for the Quality Assurance of Research.

#### **4. Use of Funds**

- 4.1. The Grant is provided for the Project. Under no circumstances may the Grantee use the Grant to meet costs on any other grant or activity.
- 4.2. The Grantee cannot use the Grant to meet the costs of an activity that will fall beyond the actual end date of the Grant.
- 4.3. No part of the Grant shall be used to fund any activity or material which is party political in intention, use, or presentation or appears to be designed to affect support for a political party.

#### **5. Payment of Grant**

- 5.1. The Grant shall be paid by the James Hutton Institute to the Grantee in accordance with the Grant Value detailed at page 1 of this document.
- 5.2. Payment of the Grant Value to the Grantee is conditional upon receipt of the signed Grant Acceptance by the James Hutton Institute.
- 5.3. Payment of the Grant Value will be made on submission of an undisputed invoice for the same to the James Hutton Institute. All sums are inclusive of VAT.
- 5.4. Invoices should be submitted to [accounts@hutton.ac.uk](mailto:accounts@hutton.ac.uk) quoting the Grant Reference number detailed on page one of this document and the relevant PO number.

#### **6. Changes in the Project**

- 6.1. The Grantee must consult the James Hutton Institute in the event of any major change in the Project (including, but not limited to, major changes that make it unlikely to achieve the objectives of the Project).
- 6.2. The James Hutton Institute reserves the right to make a new grant in place of the existing Grant, or to revise, retain or terminate the existing Grant.
- 6.3. It is the responsibility of the Grantee to manage the resources on the Grant, including the staff. The Grantee must assume full responsibility for staff funded from the Grant and, in consequence, accept all duties owed to and responsibilities for these staff, including, without limitation, their terms and conditions of employment and their training and supervision, arising from the employer/employee relationship.
- 6.4. The Grantee shall not appoint a new Grant Holder (for example, following retirement or resignation) without prior written permission from the Plant Health Centre Manager.

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## **7. Procurement of Equipment**

- 7.1. The procurement of equipment, consumables and services, including maintenance, must comply with all relevant national and EU legislation and the Grantee's own financial policy and procedures.

## **8. Ownership and Use of Equipment**

- 8.1. Equipment purchased from the Grant is primarily for use on the Project that the Grant was awarded, and belongs to the Grantee.
- 8.2. The Grantee must inform the James Hutton Institute if, during the life of the Grant, the need for the equipment diminishes substantially or the equipment is not used for the purpose that the equipment was funded. The James Hutton Institute reserves the right to determine the disposal of such equipment and to claim the proceeds of any sale.
- 8.3. Any proposal to transfer ownership of the equipment during the period of the Grant is subject to prior James Hutton Institute approval. After the Project has ended, the Grantee is free to use the equipment without reference to the James Hutton Institute, but the Grantee is nevertheless expected to maintain the equipment for research purposes as long as is practicable.

## **9. Financial Statements**

- 9.1. The James Hutton Institute may send the Grantee a statement to return showing payments the James Hutton Institute made to the Grantee during a financial year.
- 9.2. Where a statement is required, the Grantee must return the statement certifying that:
- 9.2.1. Expenditure was incurred in accordance with the Grant conditions, and
  - 9.2.2. Those Grants shown as current are continuing.

## **10. Expenditure Statements**

- 10.1. The Grantee must complete and return an expenditure statement **within one month** of the end date of the Grant. Once an expenditure statement is received and the expenditure incurred is reconciled against payments made, the expenditure statement is considered final.
- 10.2. The James Hutton Institute reserves the right to require the Grantee to complete and submit a statement of expenditure at any time during the course of the Grant, or to provide supplementary information in support of an interim or final expenditure statement.

## **11. Inspection**

- 11.1. The James Hutton Institute reserves the right to have reasonable access to inspect the records and financial procedures associated with the Grant or to appoint any other body or individual for the purpose of such inspection.
- 11.2. The Grantee must, if the James Hutton Institute requires, provide a statement of account for the Grant, independently examined by an auditor who is a member of a recognised professional body, certifying that the expenditure was incurred in accordance with the Grant terms and conditions.

## **12. Reporting on the results of the Project**

- 12.1. It is the responsibility of the Grantee to meet the outputs of the Project and submit Project reports to the Plant Health Centre Manager in accordance with the Reporting and Outputs table.

## **13. Intellectual Property**

- 13.1. For the purposes of this Clause:

13.1.1. **“Background Intellectual Property”** means all Intellectual Property, other than Foreground Intellectual Property, that is used in connection with the Project.

13.1.2. **“Foreground Intellectual Property”** means all Intellectual Property developed or created in the course of or in connection with the Project during the period of the Grant.

13.1.3. **“Intellectual Property”** means patents, utility models, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), semiconductor topography rights, image rights, rights of personality and other similar rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

- 13.2. It is the responsibility of the Grantee, and all engaged in the Project, to use best endeavours to ensure that all Intellectual Property developed or created during the course of the Project, whether protected or not, is used to the benefit of society and the economy.

- 13.3. The Grantee shall fully and promptly disclose to the James Hutton Institute all Foreground Intellectual Property. All Foreground Intellectual Property shall be considered confidential information and treated in accordance with Clause 2.

- 13.4. All Foreground Intellectual Property shall be owned by the Grantee. The Grantee hereby grants to the James Hutton Institute a non-exclusive, transferable, sub-licensable and royalty-free licence in perpetuity to the Foreground Intellectual Property for any non-commercial purpose.

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- 13.5. All Background Intellectual Property is and shall remain the exclusive property of the party owning it. The Grantee hereby grants to the James Hutton Institute a royalty-free, non-exclusive licence to the Grantee's Background Intellectual Property to the extent required for the James Hutton Institute to use its licence to the Foreground Intellectual Property.
- 13.6. In the event that the James Hutton Institute would like to extend the licence for commercial use, this shall be agreed between the James Hutton Institute and the Grantee on fair and reasonable terms (such agreement not to be unreasonably withheld).
- 13.7. The Grantee must ensure that all those associated with the Project are aware of, and accept, these arrangements.

#### **14. Collaboration**

- 14.1. Where the Grant is associated with more than one organisation and other Project participants or both, the James Hutton Institute expects the basis of collaboration between the organisations to be set out in a formal collaboration agreement. It is the responsibility of the Grantee to put such an agreement in place before the Project begins. The terms of collaboration agreements must not conflict with these terms and conditions. A copy of any such collaboration agreement shall be provided to the James Hutton Institute on request.

#### **15. Data Protection and Freedom of Information**

- 15.1. The James Hutton Institute will use information provided on the Expression of Interest form for processing the proposal, the award of any consequential grant, and for the payment, maintenance and review of the Grant.
- 15.2. To meet the James Hutton Institute's duties for public accountability and the dissemination of information, the James Hutton Institute may make the contents of funded research proposals available on the Plant Health Centre website and other publicly available databases, in reports, documents and mailing lists.
- 15.3. After completion of the Grant, the James Hutton Institute may contact the Grant Holder concerning funding opportunities or events, or for the purposes of evaluation. In some instances, the James Hutton Institute may wish to authorise an affiliate organisation to contact the Grant Holder on behalf of the James Hutton Institute. It is taken that, by agreeing to these terms and conditions, the Grantee consents to this on behalf of the Grant Holder. If the Grant Holder does not agree to contact in this way, the Grant Holder should state this to the James Hutton Institute. Grant Holders may choose to opt out at any point, provided the Grant Holder complies with all other terms and conditions associated with the Grant.
- 15.4. The James Hutton Institute is subject to the Freedom of Information (Scotland) Act 2002 (FOISA) and may have to disclose information about the Grantee or that the Grantee provided. In some cases, the James Hutton Institute may consult the Grantee before disclosure, but is under no duty to do so.
- 15.5. Where the James Hutton Institute determines that the Grantee is holding information on behalf of the James Hutton Institute that the James Hutton Institute requires in order to comply with its duties under

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FOISA, the Grantee undertakes to provide access to such information as soon as reasonably practicable on request of the James Hutton Institute and in any event within 10 working days.

## **16. Project Monitoring and Evaluation**

16.1. While it is the responsibility of the Grantee to manage the Project, the James Hutton Institute and its agents reserve the right to call for periodic information on progress or to visit the project team. The Grant Holder may also be asked to attend meetings to exchange information and ideas with others undertaking research in the same or similar fields.

16.2. The Grant Holder must make all reasonable endeavours, if so invited, to respond to requests for information or to attend events or activities the James Hutton Institute organises concerning the research undertaken. The James Hutton Institute may hold such events after the Grant has finished.

## **17. Publication**

17.1. The Grant Holder should publish the results of the Project in accordance with normal academic practice, subject to Clauses 2.1, 17.2, 17.3.

17.2. Any communication, publication or other public statement in respect of the Project intended to be made by the Grant Holder must be submitted to the James Hutton Institute in draft at least 30 days in advance of submission to the publisher, or date of release of the communication or public statement. The James Hutton Institute shall have 28 days in which to review the material. If the James Hutton Institute believes that the communication, publication or other public statement contains confidential information, the James Hutton Institute will notify the Grant Holder, who shall not publish such confidential information. The James Hutton Institute may request the Grant Holder to delay the communication, publication or other public statement for a further three (3) months to protect such confidential information.

17.3. The Grantee shall notify the Plant Health Centre Manager immediately if approached by the media about the Grant, or any matter related to it. The Grantee shall notify the Plant Health Centre immediately if approached by anyone about a matter related to the Grant which is considered sensitive by the Plant Health Centre Manager, as notified to the Grantee in accordance with Clause 2.1.

17.4. Publications and other forms of media communication, including media appearances, press releases and conferences, must acknowledge the support received from the Plant Health Centre and Scottish Government, quoting the Grant Reference if appropriate.

## **18. Disclaimer**

18.1. The James Hutton Institute and Scottish Government accept no liability, financial or otherwise, for expenditure or liability arising from this Grant, except as set out in these terms and conditions, or otherwise agreed in writing.

18.2. The James Hutton Institute reserves the right to terminate the Grant at any time, subject to reasonable notice and to any payment that is necessary to cover outstanding and unavoidable commitments.

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18.3. If the Grant is terminated or reduced in value, no liability for payment or redundancy or any other compensatory payment for the dismissal of staff who the Grant funded is accepted. But, the parties will negotiate with regard to other contractual commitments and concerning the disposal of assets acquired under the Grant.

#### **19. Miscellaneous**

19.1. These conditions are governed by the Law of Scotland and the parties hereby submit to the exclusive jurisdiction of the Scottish courts.

19.2. If a court or other legitimate body find any provision of these terms and conditions illegal, invalid or unreasonable, it will not affect the remaining terms and conditions, which will continue in force.

19.3. These terms and conditions, together with any additional conditions set out in the Grant; contain the whole agreement between the James Hutton Institute and the Grantee in relation to the Grant.

19.4. The James Hutton Institute and the Grantee do not intend that any third party can enforce these terms.