



SHARP
RESEARCH
INITIATIVE

SHARP RESEARCH PROJECT GRANTS GUIDE



www.sharpscotland.org/grants



sharp@dundee.ac.uk

SCOTTISH HEART AND ARTERIAL RISK PREVENTION (SHARP)



Before beginning your grant application ensure that you have read this guide



BACKGROUND

SHARP has a strong presence in the areas of medical education and scientific symposia. The society has a rich history and association with Cardiovascular Research in Scotland and is keen to actively re-engage in this area. A Research Sub-Group was recently established and tasked with exploring options for the society to undertake or support a limited package of research activity in line with the charity's aims and available funding.

The value in supporting research was believed to be (a) to promote the profile of SHARP more widely and use this involvement as a platform to increase the society's visibility, (b) to generate clinically meaningful research outputs that will potentially benefit the people of Scotland, and (c) to act as an expansion of our educational activities to physicians, AHPs and patients.

SHARP RESEARCH AWARD

Funds will be allocated to support a single major national collaborative project of clinical research in Cardiovascular Disease conducted across Scotland. It is envisaged that this project would take the form of an investigator-initiated proposal with a budget of up to £50,000 and a timescale of delivery of up to 36 months.

In a national competitive process advertised widely and handled through the SHARP office, applications will be subject to peer-review by trustees and other experts as required, and ranked according to criteria of (i) the importance of the research question, (ii) scientific excellence, (iii) clinical utility and application of outputs, (iv) impact and educational opportunity.



SHARP
RESEARCH
INITIATIVE

HOW TO APPLY

Research Project Grants are assessed via a two-stage process.

Outline Applications

The deadline for Outline Applications is Thursday 14th September 2023, 17:00 (BST). The assessment is normally completed within one month. An invitation to progress to the second stage will be sent to those whose Outline Application has been approved. Before making an application, applicants are advised to read the Standard Conditions of the Grant.

Submitting your Outline Application

Please visit www.sharpscotland.org/grants where you will be able to download the application form.

Applications are to be sent to SHARP@dundee.ac.uk.

Detailed applications

The form to support a detailed application will only be accessible to applicants once they have received an invitation to progress from the Outline stage.

The Detailed Application should be an elaboration of the Outline Application. Significant changes in the stated intention, aims or objectives of the research are not permitted. The total budget and personnel requested in the Detailed Application should not be significantly different from that provided in the Outline.

KEY DATES

OUTLINE APPLICATION DEADLINE

17:00 (BST), Thursday
14th September 2023

OUTLINE APPLICATION OUTCOME

Mid October 2023

DETAILED APPLICATION DEADLINE

17:00 (BST), Thursday
30th November 2023

DETAILED APPLICATION OUTCOME

End of January 2024

Grant deadlines remain unchanged at this time, but this will be kept under review.



**SHARP
RESEARCH
INITIATIVE**

SCOTTISH HEART AND ARTERIAL RISK PREVENTION (SHARP)

STANDARD CONDITIONS OF GRANT



www.sharpscotland.org/grants



sharp@dundee.ac.uk

1. GENERAL CONDITIONS

1.1 Definitions

'Award Letter' The letter/email from SHARP to the Grant Holder specifying the amount of grant that has been awarded and any special conditions of award in addition to these Conditions.

'Equity' Shares, options, warrants, convertible debt or any other contractual or other right to acquire shares or options as an owner, proprietor, partner or a beneficial interest in any of the foregoing.

'SHARP' The Scottish Heart and Arterial Risk Prevention society (registered charity number SC005379).

'Conditions of Grant' The SHARP Standard conditions of a grant in force from time to time as varied or supplemented by any terms and conditions in the Award Letter.

'Grant' The grant described in the Award Letter.

'Grant Holder' and **'Grant Holders'** The first named or principal investigator identified on the application form or holder of the chair, fellowship, lectureship or grant.

'Host Institution' The Institution employing the Grant Holder(s).

'Institution' Each university, institution or other body at which some or all of the research funded by the Grant will be carried out or which employs any Grant funded personnel.

'Intellectual Property' Includes all inventions, discoveries, materials, technologies, products, data, algorithms, software, patents, databases, copyright, trademarks, knowledge and all other intellectual property rights and similar or equivalent rights anywhere in the world which currently exist or are recognised in the future and including applications, extensions and renewals in relation to any such rights.

1.2 Applicability: Grants awarded by SHARP are subject to the Conditions of Grant. SHARP reserves the right to amend the SHARP Standard Conditions, any terms and conditions in the Award Letter and any general policies or guidance relating to Grants. The Grant Holder is held responsible for the Grant, both scientifically and financially and for ensuring compliance with the Conditions of Grant on behalf of the Host Institution and where more than one institution is involved, for all the Institutions. Any individual reference to "Institution" shall be to each and every Institution employing the relevant SHARP funded personnel or otherwise involved in the research activity.

1.3 Acceptance of a Grant: Before a Grant may commence, the Institution, or where more than one, the Host Institution, (through an authorised signatory), head of department, Grant Holder and any co-applicants must accept, and agree to abide by the Conditions of Grant by signing and returning the acceptance form provided with the Award Letter. The Host Institution undertakes to bring to the notice of all other Institutions involved in any research activity the Conditions of Grant and obtain their written agreement to them. In accepting the Grant, the Institution is undertaking to ensure that sufficient resources not provided by the Grant are provided by the Institution to fully support the activities described or referred to in the Award Letter for the duration of the Grant.

1.4 Any Grant which is conditional on successful applications for funding from other sources may not commence until written confirmation has been received by SHARP from the Host Institution that the research activity is fully funded.

1.5 Use of a Grant: The Grant Holder must use his/her best endeavours to ensure the research activity is completed within the agreed period and within the overall amount of Grant awarded. The use of Grant monies for any purpose other than that specified in the Award Letter is not permitted without SHARP's prior written approval. The Grant Holder must inform SHARP immediately upon becoming aware of any change, including to the circumstances of the principal investigator, supervisor(s) or co-investigator(s), which may affect the research activity. SHARP reserves the right to review the Grant and make whatever changes it deems appropriate, including terminating the Grant.

1.6 Starting a Grant: The Grant should be taken up as soon as all approvals required by the Conditions of Grant are in place and within 6 months of the date of the Award Letter providing the Grant can start without external hindrance and be delivered as proposed. The Grant Holder must advise SHARP in writing of the starting date of the research activity at the earliest opportunity and seek the SHARP's prior written approval if the activity does not commence within 6 months of the date of the Award Letter. The Grant Holder must inform SHARP of any interruptions or delays to the research activity. SHARP will not be held responsible for any costs incurred as a result of interruption or delay and reserves the right to review the Grant and make whatever changes it deems appropriate, including terminating the Grant.

1.7 Grant Reporting: A final written report A progress report in the form specified by SHARP may also be requested from time to time. Failure to submit a report may cause SHARP to terminate an existing Grant and refuse to consider further applications from the Grant Holder.



1.8 Transfer of an award: A Grant Holder wishing to transfer a Grant to another Institution within the UK which is eligible to receive funding from SHARP should obtain prior written approval from SHARP. SHARP will normally consent providing in the reasonable opinion of the SHARP the aims and objectives of the research activity are not adversely affected, that the new centre has adequate facilities and that the move has the prior written approval of all concerned. It is expected, subject to the approval of the existing Institution, that any equipment purchased under the Grant will be transferred at the expense of the new Institution. Approval by SHARP for a transfer of a Grant will not be given until evidence has been provided to SHARP demonstrating that all equipment necessary to fulfil the Grant will be made available at the new Institution. The funding of those salaried personnel who do not wish to transfer shall automatically cease. Should a co-applicant move to another Institution during the tenure of a Grant, the Grant may not move with him/her. SHARP will not reimburse any additional expenses incurred as a result of transferring a Grant.

1.9 Suspension or Termination of a Grant:

1.9.1 Without prejudice to any other rights that SHARP has under the Conditions of Grant or otherwise, SHARP reserves the right to suspend or terminate a Grant at any time and for any reason. As far as reasonably practicable, SHARP shall endeavour to give at least 30 days prior notice but shall be entitled to terminate without notice.

1.9.2 Where there has been no breach of the Conditions of Grant by the Grant Holder(s) or Institutions, SHARP will reimburse the Host Institutions for expenditure properly incurred by it and authorised under the Grant up to the termination or suspension date.

1.9.3 SHARP will under no circumstances be liable for or indemnify any Institutions, Grant Holder(s) or personnel funded by the Grant for any costs, expenses, liability or claims arising from termination or suspension of the Grant including but not limited to employment related liabilities or liabilities arising from breach of institutional commitments that might result from termination of the Grant.

1.9.4 SHARP may terminate the Grant and/or its funding of an individual forthwith upon written notice to the Grant Holder and Institution, if any individual funded by SHARP by act or omission does anything which in SHARP's opinion adversely affects SHARP's name and reputation or brings it into disrepute.

2. RESPONSIBILITIES OF THE INSTITUTION AND LIMITATIONS OF SHARP'S LIABILITY

2.1 General: It is the responsibility of the Host Institution to ensure that the Grant is applied exclusively and appropriately in support of the research activity or purpose for which it has been awarded, that all applicable laws, regulations and obligations to third parties relating to the research activity and purpose are met, and that no obligations to third parties conflict with the SHARP Standard Conditions. The Institution shall also ensure that the work is undertaken in an adequate and proper way, and that there is appropriate supervision of the people and activity funded.



2.2 Sponsor of research: In respect of any research that falls within the scope of the Medicines for Human Use (Clinical Trials) Regulations 2004 (as amended or superseded from time to time), the Host Institution will have responsibility for the obligations and liabilities of 'sponsor' and shall ensure that all legal and regulatory requirements are fully complied with. They further acknowledge that SHARP will not under any circumstances accept liability as 'sponsor' under any relevant legislation.

2.3 Best research practice and indemnity: SHARP relies entirely on the Institution to ensure that the research activity supported is carried out in accordance with best practice in order to avoid damage, loss or injury to persons or property and where relevant to comply with its obligations as 'sponsor' pursuant to conditions 2.1 and 2.2 above. SHARP requires the Institution to take all reasonable precautions to safeguard the health and safety of those involved in the research and all third parties affected thereby and accepts no liability for any accident, injury or loss sustained by any person as a result of and/or in the course of that research or activity. In accepting the Grant, the Host Institution agrees to indemnify SHARP against any costs, claims or liabilities (including legal costs) suffered or incurred by SHARP as a result of any action, claim or complaint brought against SHARP in connection with or arising from any funded activity or person or the accuracy or application of the results of that activity, and confirms that it has obtained and will maintain in force for the duration of the Grant and for a period of five years thereafter, public and professional indemnity insurance at a level appropriate to the risks involved.

2.4 Limitation of liability: SHARP accepts no responsibility, financially or otherwise, for expenditure (or liabilities arising out of such expenditure) or liabilities arising out of the work funded by the Grant other than those specifically listed in the Award Letter, any accompanying notes and these SHARP Standard Conditions. Notwithstanding any other provision in these SHARP Standard Conditions, SHARP shall not be liable to the Institution for any amount in excess of the Grant. SHARP will not be liable for and shall not indemnify the Institution, any Grant Holder or any other person working on the Grant (including employees, students, visiting fellows and subcontractors) against any claims for compensation or against any other claims (whether under any statute or regulation or at common law) for which the Institution may be liable as an employer.

2.5 Bullying and harassment, research misconduct, scientific fraud: By approving a grant application for submission, all signatories confirm to the best of their knowledge that there are no outstanding sanctions in place relating to bullying, harassment, research misconduct or scientific fraud against the principal investigator or supervisor(s), co-investigator(s), or any named research staff employed by the Institution.

2.6 Warranty: The Institution warrants that to the best of its knowledge and belief:

(i) it has disclosed all pre-existing arrangements that would have material impact on the performance of its obligations under the Grant and any arrangements with any commercial entity that manufactures, distributes or sells tobacco products or related items;

ii) it is not directly or indirectly involved in the production, marketing or sale of tobacco products (other than an insignificant or de minimis part) in any country ("**Restricted Business**");

(iii) it does not derive its income (other than an insignificant or de minimis part) from acting as the main or a significant advisor or consultant to a business that produces, markets or sells tobacco products in any country (“**Restricted Activity**”); and

(iv) it does not have at the Grant award date nor will they have during the life of the Grant any commercial relationship with, nor sponsorship, support or other contact or arrangement with any individual, entity, organisation or brand owner that:

- a) is a Restricted Business; or
- b) carries out any Restricted Activity; or
- c) is in the SHARP’s reasonable opinion otherwise incompatible with its charitable heart health aims and objectives.

3. FINANCE & ADMINISTRATION OF SHARP FUNDED PERSONNEL AND EQUIPMENT

3.1 Funded Personnel:

3.1.1 Amount of award: Total amounts agreed in a Grant will not be increased. Monies may not be vired between budget headings. The control of expenditure to be funded under the Grant must be governed by the normal standards and procedures of the Host Institution and must be covered by the formal audit arrangements that exist in that Institution. The Grant is for a fixed period and any surplus funds will remain with SHARP.

3.1.2 General: In all cases where financial support is provided for the employment of staff, SHARP does not act as an employer, and therefore the Institution undertakes to be responsible and liable for the issue of contracts and compliance with all relevant laws and regulations. Employers’ contributions in respect of National Insurance, Superannuation etc, as specified in the Award Letter, will be reimbursed, but the responsibility for these payments lies entirely with the Institution. The tenure of appointment of staff recruited to work on SHARP supported projects must be confined strictly to the period of the Grant, and SHARP accepts no liability for contracts extending beyond the defined Grant period or for their termination before or at the end of the contract period.

3.1.3 The Grant Holder must obtain SHARP’s written approval before appointing and replacing staff funded by the Grant. The Grant Holder should submit the candidate’s CV, unless included in the application, to SHARP with the proposed basic starting salary and start date for prior written approval. Starting salaries for replacement staff will normally revert to the levels awarded for the first year of the Grant.

3.1.4 Salaries will be reimbursed at a level no higher than the grade and level awarded and will include nationally agreed pay awards providing sufficient inflationary provision was costed into the application and the grant commences within 6 months of the date of award. Any excess inflationary amounts used when costing the application will remain with SHARP as surplus funds. Increases in salaries other than single annual increments and nationally agreed pay awards will not be met by SHARP. SHARP reimburses salaries aligned to the national pay scales or recognised local pay models. SHARP will not object to Institutions paying higher salaries at their own cost.

3.1.5 Should a Grant Holder, whose salary is provided by the Grant, obtain salary support from an alternative source, their salary provisions may not be transferred to any other individual.

3.1.6 The Grant Holder must notify SHARP of any delays relating to the appointment of staff. SHARP will not be held responsible for any costs incurred in the event of such delays and reserves the right to review the Grant and make any changes it deems appropriate, including terminating the Grant.

3.1.7 SHARP will not accept responsibility for staff salaries for any period after the end of a Grant period and prior to that Grant's renewal or a new Grant commencing or as a consequence of the application process.

3.1.8 Proportion of time: Personnel, whose salaries are funded by SHARP, are expected to devote the whole of that salaried time to the funded activity.

3.1.9 Undertaking to pay remuneration: The Institution undertakes to pay the remuneration of all principal investigators and co-applicants employed by the Institution, where these are not claimed in an application, for the duration of the Grant.

3.1.10 Clinical staff: All SHARP funded clinical fellows must hold an honorary clinical contract at the appropriate level.

3.1.11 Annual leave: SHARP expects an individual's annual leave entitlement to be taken within the period of the Grant.

3.2 Equipment:

3.2.1 In order to reduce the cost for SHARP, it is the duty of the Grant Holder to obtain maximum possible discounts prior to the purchase of any equipment. Savings will remain with SHARP.

3.2.2 Reimbursement of equipment monies will be subject to receipt for a valid claim from the Host Institution's finance office for the item(s) awarded under the Grant to which a copy of the relevant supplier's invoice(s) must be attached. The supplier's invoice(s) should be countersigned by the Grant Holder and bear the item number to which it relates. Equipment for medical research is normally exempt from VAT. SHARP will only reimburse VAT on non-exempt items and only if provision has been made for this in the Grant.

3.2.3 Subject to condition 3.2.6 below any equipment provided by the Grant is donated to the department in which the Grant Holder works specifically for the research as specified in the Grant. SHARP's prior written approval must be obtained to use the equipment for any other purpose and such approval may be conditional on SHARP receiving financial compensation for such use.

3.2.4 If the research activity for which the equipment was purchased ends prematurely, or if the equipment is no longer required for the purpose it was given for whatever reason, SHARP's prior written consent must be obtained prior to its disposal or any other use.

3.2.5 The Host Institution must take responsibility for installation, maintenance, repairs and insurance costs of the equipment throughout its useful life at its own expense. In certain circumstances equipment might be subject to further conditions specified in the Award Letter.

3.2.6 If SHARP approves the transfer of the Grant to another Institution, equipment which was purchased under the Grant may also be transferred provided this is at no cost to SHARP and subject to the existing Institution's consent.

3.3 Costs not covered by SHARP: SHARP awards Grants on condition that any VAT payable infrastructure and overhead costs are met by the Host Organisation (including but not limited to lighting, heating, support staff salaries, insurance, maintenance, publication charges, administrative costs, library facilities).

3.4 Reclaiming Grant expenditure: Claims will be reimbursed six monthly in arrears against details itemising expenditure from the Host Institution's finance office in the format specified by SHARP from time to time. Essential details required include the Grant number, period of the claim, names of approved staff, their basic salary and start date. Equipment (see condition 3.2 above) and research consumables should be shown separately. Any queries raised by the SHARP must be responded to within two weeks to avoid non-payment. A final claim must be submitted within six months of the end of the Grant and all outstanding matters must be resolved within a further three months. No reimbursement will be made against delayed claims. Unspent funds will be reallocated through SHARP's research committees to new grants following peer review.

3.5 Audit: SHARP reserves the right to use its own appointed auditors to obtain confirmation from the Host Institution's external auditors that the award and the amounts paid by the SHARP have been used for the purpose for which they were awarded and the Host Institution undertakes to provide access to accounting and other records relating to the Grant to SHARP and its auditors and to co-operate and to procure co-operation from its external auditors with SHARP and its nominees for that purpose.

4. APPROVALS AND GOVERNANCE

4.1 Ethical Approval: A Grant may not commence until all necessary ethical committee approvals have been obtained. A copy of all such approval(s) must be forwarded to SHARP prior to commencement unless included in the application.

5. INTELLECTUAL PROPERTY AND COMMERCIAL EXPLOITATION

5.1 SHARP is committed to fighting heart and circulatory disease. As a charity, SHARP is under an obligation to ensure that the useful results of research that it funds (whether in whole or in part) are applied for the public good. In some circumstances this may be best achieved through the protection of intellectual property and commercial exploitation. SHARP therefore requires all Grant Holders, SHARP funded personnel and their Institutions to play an active role in considering whether the protection, management and exploitation of SHARP funded Intellectual Property is an appropriate means of achieving public benefit and develop and implement strategies and procedures for the identification, protection, management and exploitation of SHARP Intellectual Property. SHARP is also obliged to ensure that it obtains a fair share of the fruits of any SHARP funded Intellectual Property (and value arising from exploitation). All Grant Holders and Institutions are required to co-operate in this and provide all assistance as reasonably requested by the SHARP from time to time in a commercial and timely manner.

5.2 SHARP requires the Institution and Grant Holders to:

(i) notify SHARP promptly in writing when Intellectual Property that may be of medical or commercial value arises from the Grant where appropriate and ensure that such Intellectual Property is protected and not published or otherwise publicly disclosed prior to protection (whilst at the same time ensuring that potential delays in publication are minimised);

(ii) ensure that all persons in receipt of SHARP funding or working on a SHARP funded activity (including employees, students, visiting staff and subcontractors) are employed or retained on terms that vest in the Institution sole and exclusive ownership of all SHARP funded Intellectual Property;

(iii) notify SHARP promptly of the proposed terms of any exploitation of SHARP funded Intellectual Property and provide regular and timely updates to SHARP on the progress of negotiations between the Grant Holder, the Institution and all relevant third parties regarding such terms;

(iv) permit SHARP to have reasonable and timely access to people and information who and which has any bearing on a SHARP funded activity or the exploitation envisaged under this Condition 5, including the opportunity for SHARP to attend meetings with all relevant stakeholders to the exploitation; and

(v) apply with full rigour all relevant arrangements, as may from time to time be agreed with the Institution in connection with Intellectual Property and the exploitation thereof, and allow SHARP or its nominees the right to inspect relevant books and accounts upon request to confirm that there has been an appropriate benefit sharing made in relation to any such exploitation. (The Institution shall have the same right if any exploitation is undertaken by SHARP).

5.3 No Intellectual Property arising from the Grant may be exploited or disposed of in any way without the prior written consent of SHARP, such consent not to be unreasonably withheld. Exploitation includes use for any commercial purpose or any licence, sale, assignment, materials transfer or other transfer of rights. Before granting the consent referred to in this condition 5.3, the SHARP may, if necessary, require amendments to the proposed terms of any exploitation of SHARP funded Intellectual Property to ensure the chosen route and terms of any such exploitation are a fair and appropriate way of achieving the public good.

As a condition of granting such consent, SHARP will require the Institution to accept the standard revenue and equity sharing terms of SHARP which are in place at that time.

5.4 If the Institution does not protect, manage or exploit any Intellectual Property arising out of the Grant to SHARP's satisfaction, SHARP shall have the right, but not a duty, to protect, manage and exploit such SHARP funded Intellectual Property. If SHARP decides to exercise its right, the Institution agrees to co-operate fully and to carry out, and ensure that the SHARP funded personnel, its employees and other relevant personnel under the control of the Institution carry out, all acts required to assist SHARP in such protection and exploitation.

5.5 The Institution shall ensure that no agreements are entered into with any third parties including, but not limited to commercial organisations on terms inconsistent with these SHARP Standard Conditions.

6. CONSULTANCIES, DIRECTORSHIPS, THIRD PARTY RESTRICTIONS AND ARRANGEMENTS

6.1 SHARP is concerned to ensure that the useful results of research funds are applied for the public benefit (i.e., any private benefit should only be incidental to the public benefit achieved) and that the integrity and independence of researchers funded (in whole or in part) by SHARP is not compromised by any commercial involvement which they may have. Therefore, the Institution shall ensure that no consultancies, third party restrictions or arrangements are entered into in relation to any SHARP funded person or activity except as provided in this Condition 6 and in accordance with any SHARP policy on the relationship between SHARP funded researchers and commercial organisations in place from time to time.

6.2 SHARP funded personnel may offer services as consultants or non-executive directors to commercial organisations provided that the consultancy or directorship they undertake is limited to the provision of advice and exchange of ideas and must not include research or supervision of research. A consultancy or directorship must not enable a commercial organisation to gain inappropriate access to unpublished data, findings or conclusions from any SHARP funded research. The terms of each consultancy or directorship must be set out in a written agreement between the SHARP funded individual and the commercial organisation and must be submitted for review and approval in advance to the Institution in accordance with Condition 6.6.

6.3 Neither any individual funded by SHARP or involved in any SHARP funded research nor the Institution will, without the prior written consent of SHARP, accept an appointment as a consultant, or enter into confidentiality agreements or use materials or compounds (not obtained commercially), on terms which would place restrictions on the publication of, or obtain prior knowledge of any research findings of SHARP funded individuals or research activities other than those relating specifically to the materials or compounds supplied. “Reach through rights” over SHARP funded Intellectual Property in favour of commercial organisations providing materials or compounds to SHARP funded individuals for research purposes may not be granted.

6.4 Neither any individual funded by SHARP or involved in any SHARP funded activity nor any Institution will enter into any collaborative arrangements involving SHARP funded individuals, materials or research, where any party would place restrictions on the publication of, or patenting or commercial exploitation of any results of such collaborative arrangements, without the prior written consent of SHARP. As a condition of granting such consent, SHARP may require the Host Institution and/or the individual to agree to terms including the sharing of benefits (such as revenues and equity).

6.5 The Institution, Grant Holders and co-applicants confirm that upon acceptance of a Grant there are no pre-existing arrangements which have not been disclosed fully in writing to SHARP, which are or could lead to a breach of the SHARP Standard Conditions.

6.6 The Institution is required to review in advance all proposed agreements involving any SHARP funded individual and/or SHARP funded activity, to ensure that the agreements are consistent with the Conditions of Grant. If the Institution has any concern about the commercial involvement or otherwise of any SHARP funded individual or SHARP funded activity, it must promptly notify SHARP of that concern in writing. SHARP reserves the right to review any proposed or existing agreement if it believes it could have an effect on SHARP’s charitable activities or interests and/or the Grant, and the Institution agrees to provide copies of such agreements, as requested by SHARP.

6.7 If any individual funded by SHARP or involved in a SHARP funded activity wishes to participate in any start-up company or other organisation, to which the results of any SHARP funded activity have or may be transferred or licensed or hold any equity in such company or organisation, notwithstanding Condition 5.3, such individual must obtain the prior written consent of SHARP, such approval not to be unreasonably withheld. As a condition of granting such consent, SHARP may require the individual and/or the Institution to agree to terms including the sharing of benefits (such as revenues and equity).

7. ACKNOWLEDGEMENTS, PUBLICATIONS AND PUBLICITY

7.1 The findings from the research funded by the Grant should be made available to the broader scientific community as soon as possible. The publication or release of such findings may be delayed enabling protection of any intellectual property subject to condition 5 above.

7.2 Grant Holders must inform the SHARP press office immediately when results arising from SHARP funding are accepted for publication or presentation.

7.3 Grant Holders must ensure that SHARP's support is acknowledged in all publications, either in the text or in a footnote quoting "SHARP" followed by the award reference number.

7.4 Grant Holders must notify the SHARP press office at least five working days in advance of any publicity arising from a SHARP Grant. Any press release or other material including reference to SHARP funded results must be approved by the SHARP office before it is released to the media. Previous compliance with this Condition will be reviewed and considered when determining future grant applications from such Grant Holders.

7.5 Grant Holders and personnel involved in SHARP activities will assist the SHARP upon request in publicising the award of the Grant and subsequent results of each Grant.

7.6 SHARP reserves the right to use data or other material from research it funds as part of its fundraising or publicity activities. In recognition of the fact that the source of funding for SHARP Grants is primarily from legacies and donations, Grant Holders will not unreasonably refuse a request from SHARP to attend and/or speak at events or meetings from time to time to assist in the promotion of SHARP and its charitable aims.

8. DATA PROTECTION

8.1 SHARP, all signatories, Grant Holders and the Institution shall comply with their obligations under applicable data protection legislation, including, as applicable, the Data Protection Act 2018 and General Data Protection Regulation ("GDPR") (or its equivalent implementing legislation) and including where applicable the guidance and codes of practice issued by the Information Commissioner or any other relevant regulator. Any data protection terms in this clause shall have the meaning ascribed to them by the GDPR.

8.1.1 SHARP and all signatories, Grant Holders and the Institution agree that any processing operations under the Conditions of Grant conform to the description set out in Schedule 1.

9. GOVERNING LAW AND JURISDICTION

These SHARP Standard Conditions shall be general and construed in accordance with Scottish Law. The Institution and the Grant Holders irrevocably submit to the exclusive jurisdiction of the Scottish Courts to settle all matters in connection with the Conditions of Grant.

SCHEDULE 1

SCHEDULE 1 – DATA PROTECTION

SHARP as Data Controller

SHARP is required to process personal data in order to process the application and /or Grant, for the purposes of audit, evaluation, management, creating partnerships, and for promoting the work of SHARP and the Grant.

This personal data shall include information relating to staff, applicants, co-applicants, principal investigators, and other individuals involved in the research conducted under the Grant. It shall include such information as names, job titles, work email addresses, CVs, salaries, contact information, gender, nationality and workplace incidents.

Personal data relating to the applicant(s) and/or individuals funded by the Grant may be disclosed to and processed by external peer reviewers, government, research bodies and current or potential donors, some of whom may be based outside the European Economic Area.

SHARP and its partners, including other research organisations, may publish personal data of the Grant Holder(s) and others funded by the SHARP including but not limited to names, professional expertise, title and abstract of the Grant and funding details on its website, in its annual report or in other publications from time to time.

The Institution as Data Controller

The Institution will be the Data Controller for all personal data processed under the Grant.
SCG270521