SOP number	**51.039**	Version	**1.0**
Title	**Contracts Management for Research Sponsored by NHSGGC or Co-Sponsored by NHSGGC and the University of Glasgow**		

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SOP category	NHS GG&C Sponsor R&I

Staff category

Staff Category	**R**	**A**	**C**	**I**
Research & Innovation Systems Manager		X		
Sponsor Research Co-ordinators (SRC)	X			
Sponsor Research Facilitator (SRF)	X			
Innovation Contracts Manager (ICM)	X			
R&I Finance	X			
University of Glasgow Research Regulation and Compliance legal team	X			
Senior Research Administrators (SRA)			X	
R&I Sponsor Pharmacy			X	
R&I Pharmacovigilance			X	
R&I QA Team			X	

1. Scope

This procedure applies to NHS Greater Glasgow and Clyde (NHSGGC) Research and Innovation (R&I) staff involved in drafting, reviewing and negotiation of research contracts for studies Sponsored by NHSGGC or Co-Sponsored with University of Glasgow (UoG).

2. Purpose

To describe the procedures to be followed by all NHSGGC R&I staff who are involved in the preparation and/or review of research study contracts. The SOP aims to provide guidance on the process of contract review and preparation to ensure compliance with both NHSGGC's policies and UK legislation e.g. data governance Board liabilities, finance, etc. This applies to Sponsored/Co-Sponsored research studies, CTIMPs (Clinical Trial of an Investigational Medicinal Product) and CIMDs (Clinical Investigation of a Medical Device) (together referred to as 'studies').

3. Procedures

3.1. Background

Clinical research studies can involve a number of different organisations e.g. funders, collaborating organisations and many different types of vendor. It is the responsibility of the study Sponsor(s) to ensure that contracts are put in place in relation to these such that the responsibilities of each party are clearly laid out, and to ensure compliance with all relevant laws, regulations, and codes of practice e.g. Good Clinical Practice (GCP), UK General Data Protection Regulations (UK GDPR).

The contract should be clear what is being offered to/accepted by the parties, and at what consideration e.g costs, services.

It is important therefore that the Sponsor Research Coordinator (SRC), Innovation Contract Manager (ICM) or Sponsor Research Facilitator (SRF), and where appropriate the UoG legal representative, works with the Chief Investigator (CI) of a study from the outset to understand which parties will be involved in the study in order to put the right contractual arrangements in place.

3.2. Identifying When a Contract is Required

This is captured on Form 51.010E (R&I Study Strategic Plan) by the SRC or SRF at the inception of the study and updated whenever there are significant changes to the study, such as modifications to the design, contracts, or funding. This is used to determine the overall plan for the study, including identifying the involvement of third parties.

3.3. Determining What Type of Contract Is Required

The SRC, ICM or SRF will use Form 51.010E and Table 1 (Appendix 1) as applicable, to decide on the type of contract needed in a given scenario, and will use the corresponding contract template to draft the specific contract. Various scenarios may require additional clauses to be incorporated into the draft in order to reflect a specific study design and protocol. When unusual legal queries are identified the SRC, ICM or SRF may consult the Sponsor Systems Team active document that captures legal scenarios and outcomes (saved on MS Teams platform). If the scenario is not covered there, then the query can be discussed during the Sponsor Systems Team weekly meeting. If this cannot be resolved it can be escalated to the Central Legal Office (CLO) if required.

3.4. Contract Templates/Examples Used By NHSGGC R&I Office

Table 1 (Appendix 1) provides a list of the types of contracts used regularly by R&I staff and includes comments on when/how each type of contract should be used. The contract templates and associated examples of their use are saved in the NHSGGC R&I Office common drive, with an allocated reference number corresponding to each scenario for ease of identification (\\northnet-11\wg-research\common\1. Systems\Contracts (Sponsor Team)).

3.5. NHSGGC Existing Overarching Agreements

Where existing overarching research agreements exist between NHSGGC and its partner organisations (such as UoG, University of Strathclyde and Glasgow Caledonian University), study specific research contracts may not be required. These will be assessed on a case by case basis.

Existing NHSGGC overarching agreements are listed in Table 2 (Appendix 2).

3.6. Contract Involving Both NHSGGC and UoG

As per existing sponsorship model (SOP 51.007) the NHSGGC may act as Sponsor or Co-Sponsor with UoG when the CI is substantively employed by the University of Glasgow. In this scenario UoG may act as a party on a contractual arrangement along with NHSGGC and UoG may initiate drafting and negotiating these contracts along with NHSGGC. The type of contract that needs to be in place between NHSGGC and UoG will be determined by which organisation holds the contract with the funder (NHSGGC or UoG) and in what capacity the parties are involved in the study.

3.7. Drafting a Contract (Generic)

All contracts must reflect any relevant study documentation such as protocol, patient information sheet and consent form. The legal name for NHSGGC is 'Greater Glasgow Health Board,' (GGHB) and this is the name which is used in all contracts which GGHB is party to. All contracts require to be signed off on behalf of GGHB by Board authorised signatories. CIs/ PIs must not enter into agreements with third parties.

A large proportion of contracts within the department are dealt with by UoG. This is due to the MoU (Memorandum of Understanding) that is in place between NHSGGC and UoG regarding Co-Sponsorship, described in Table 1; that CIs are often clinical academics employed by UoG and UoG therefore often holds and administers the grants. Table 3 (Appendix 3) is an aid to identifying which organisation should lead on the drafting of a given contract.

The current version of the protocol, including date and version number and approved by relevant regulatory bodies, will be included in a contract with a statement included that these may be updated from time to time. The SRC, ICM or SRF will review the contract against this version of the protocol.

NHSGGC prefers where possible, to use the NIHR Model Agreement templates, as well as those templates which have been authored and/or reviewed by the CLO. Links to these are included in Table 1 (Appendix 1). Not all situations will however be encompassed by these and where this is the case, the SRC can discuss alternatives with the Sponsor System Team, and if required with the CLO.

For Industry Collaborations and Investigator Initiated Studies (IISs) funded wholly, in part, or in kind, by commercial companies the requirement will normally be use of the company template agreement. If these studies require the use of identifiable, pseudonymised or fully anonymised patient data the SOP 61.005 may be used for guidance.

3.7.1. Vendors/Tender Processes

When NHSGGC are Sponsor/Co-Sponsor the SRC will use Form 51.010E/SOP 51.015 to determine if an assessment of a Vendor will be required. If this is required the SRC will inform the appropriate vendor assessment team who will then carry out the process as per SOP 51.015 e.g. if an IMP Vendor Assessment is required the Sponsor Pharmacy Team will be involved. A positive outcome of the assessment will need to be confirmed prior to final sign off of a contract with the vendor.

There are certain conditions that need to be met before a tendering process is required. The organisation whose conditions and processes will be used will be the organisation holding the grant. If NHSGGC are the grant holder the requirement for tender is met if a cost of greater than £50,000 is estimated for the activity. If this criteria is met the SRC will contract the Board Procurement team to confirm the requirement and, if confirmed, begin the process of tendering for an appropriate vendor. (https://ggcprocurementcustomerservices.zendesk.com/hc/en-us)

3.7.2. Financial Considerations

Many of the contracts drafted/reviewed by NHSGGC R&I will include the transfer of funds between parties to the contract. The costs to be included will have been generated by NHSGGC R&I Finance as per SOP 51.010 and therefore will not be discussed in this document. However, if the finance section involves e.g. payment by milestones, or is linked to other contracts NHSGGC has, or any other non-standard requirement, then the SRC should request review of this section by R&I Finance.

3.7.3. Contract Review

Contract review means the examination of the document 'to confirm that it contains all the elements of a contract, that everything is stated clearly and accurately, without errors of discrepancies, free from potential conflicts, and importantly, with acceptable terms to help the parties avoid getting locked into an unsatisfactory agreement'

A 'list of points to consider when reviewing a contract' is included as Appendix 4 to assist in review. Email correspondence of contract review is saved in the study e-folder and added to the relevant section of the TMF for CTIMPs and CIMDs.

Use of the NIHR and CLO authored/reviewed templates will reduce the amount of work involved in drafting and reviewing contracts however specific studies may require changes to these and sections of the checklist may prove useful in this respect.

The process described in Section 3.6 (Drafting a Contract) for when a contract template does not support what is required for the study/NHSGGC will also apply when, on review, it contains wording that does not meet what is required for the study/NHSGGC i.e. the SRC can bring any queries regarding this to the Sponsor System Team, and if required discuss with the CLO.

Contracts can often include sections relating to the provision/use of medicines and/or non-CE/UKCA marked medical devices. In these cases, the contract should also be reviewed by Sponsor Pharmacy and Pharmacovigilance.

3.8. Amendment of Contract

Any amendment to the study will trigger a review of the study contracts against the amendment, with any required changes to the contract documented and implemented (SOP 51.021 and Form 51.021C). If it is considered that an update to the contract is required, an amendment to contract will be initiated by the SRC, ICM or SRF, or by UoG legal office (as applicable). The same process as above will then be followed.

4. Referenced Documents

- SOP 50.027 - Service Level and Operational Level Agreements
- SOP 51.007 - Identifying a Sponsor Organisation
- SOP 51.010 – Preparation and Review of Grant Applications and Costs
- SOP 51.011 - Preparation and Review of Grant Applications and Costs
- SOP 51.015- Assessment of Vendors
- SOP 51.016 - Preparation and Maintenance of a Trial Master File
- SOP 51.021 - Review and Approval of Amendments for Research Sponsored by NHSGGC or Co-Sponsored by NHSGGC and the University of Glasgow
- SOP 61.005 - Contracting with industry for innovation projects using identifiable, pseudonymised or fully anonymised patient data
- Form 51.010E - R&I Study Strategic Plan
- Form 51.016L - Vendor TMF Plan Template
- Form 51.021C - Sponsor review of amendment checklist
- https://www.myresearchproject.org.uk/help/hlptemplatesfor.aspx
- NHSGGC Procurement Customer Services (zendesk.com) - https://ggcprocurementcustomerservices.zendesk.com/hc/en-us
- UK General Data Protection Regulations

5. Related Documents

- How to review a contract: business contract review tips from experts How to review a contract: business contract review tips from experts – https://juro.com/learn/contract-review

6. Document History

Version	Date	Description	Retrospective Implementation
1.0	28/10/2025	Release of First Version	No

Appendix 1
Table of contract types frequently used by R&I Sponsor Systems Team

Table 1

Template/ Contract Ref No	Name of Contract	Comments
1	**Model Agreement for Non-Commercial Research (mNCA)**	Contract between sponsor/Co-sponsor and a participating site. Includes an MTA (See 8 in this table)) Templates and guidance can be found at: https://www.myresearchproject.org.uk/help/hltemplatesfor.aspx#mNCA
2	**Organisation Information Document (OID)**	This document is part of the UK Local Information Pack (LIP). It has 2 functions - To provide site/Sponsor/Co-Sponsors with site specific information - Can be used as contract between Sponsor/Co-sponsor and a participating site for low risk studies i.e. other than the first 4 types listed in IRAS form Q2 Templates and guidance can be found at: https://www.myresearchproject.org.uk/help/hlpsitespecific.aspx#UK-Local-Information-Pack-OID
3	**Participant Identification Centre (PIC) agreement - mNC-PIC**	Used when a NHS board acts as Participant Identification Centre There are 2 versions- - Between sponsor and PIC - Between site and PIC Templates and guidance can be found at: https://www.myresearchproject.org.uk/help/hltemplatesfor.aspx#PIC-contracting
4	**Co-sponsorship agreement between NHSGGC and UoG:**	There are 3 forms of this agreement: 1. Non-Commercially Funded Clinical Trial Multi Site Agreement 2. Non-Commercially Funded Clinical Trial Agreement (Single site) 3. Third Party CI Co-Sponsorship agreement (needs to be accompanied with a letter from the CI organization) These templates sit with UoG. When and how to obtain these is described in SOP 51.011
5	**Collaboration Agreement**	A Brunswick or mICRA template is usually used. Templates for the long and short form collaboration agreements can be found in the Contracts (Sponsor Team) folder in \\northnet-11\wg-research\common\1. Systems\Contracts (Sponsor Team), along with examples of their use, as well as an example of a collaboration agreement for a Study Within a Trial (SWAT) scenario

6	**Shared Award (also referred to as a Back-to-back (B2B) agreement)**	This is used routinely to allow NHSGGC to claim funding for work carried out on a study from a grant held and administered by the University of Glasgow. It is normally used when there is no other contract e.g. collaboration agreement between the parties to cover this.
7	**Service Level Agreement (SLA)/Purchase of service agreement/Technical agreement**	A service-level agreement is an agreement between Sponsor/Co-Sponsor and a service provider, usually a commercial organisation, for work relating to the trial or research study e.g. laboratory analysis, provision of equipment etc. See SOP 50.027.
8	**Material Transfer Agreement (MTA)**	These are often included as parts of other types of agreements e.g mNCA, collaboration agreements. If need to add an MTA to a draft of another type of agreement then usually use the section re this in the mNCA as the template (1 in this table) If a stand-alone MTA is required then there is an agreed national template available at: https://www.myresearchproject.org.uk/help/hlptemplatesfor.aspx#mMTA
9	**Non-Disclosure Agreement (NDA), also referred to as a Confidentiality agreement (CA)**	A NDA/CA is a legal contract, or part of a contract, between at least two parties that outlines confidential material, knowledge, or information that the parties wish to share with one another for purposes relating to a trial or research study, but wish to restrict access by others. These are normally used when working with commercial companies and drafts of these are provided by the company. If one is not provided there are examples available in this section of the efile, which also includes an HRA template available at: https://www.myresearchproject.org.uk/help/hlptemplatesfor.aspx#mCDA These agreements can be, unlike the others in this table, signed by the SRC.
10	**Data Processing agreement (DPA)**	This is used when NHSGGC is the Sponsor of a trial or research study engage another organisation to process personal data (identifiable under GDPR) on NHSGGC's behalf. e.g. when GU (RCB) provide data management including uploading of consent forms

11	**Data Sharing Agreement (DSA)** **(Data controller to controller agreement)**	DSAs are not mandatory but serve to outline what the data is, how it can be used etc. Used routinely when the data being shared, although not fully anonymised, but rather has been de-identified and therefore is anonymous to those receiving it e.g. they have no way to access the link to the patients identity, and the data on its own would not result in identification of a participant and therefore falls outwith GDPR. If the data being shared is identifiable, and is not being processed but being shared with another controller then a version of this agreement can be used (referred to as a data controller to controller agreement).
12	**Unconsented human tissue transfer and data sharing agreement**	This is contract authored by the CLO for use when a NHSGGC research study/trial requires the transfer of unconsented de-identified samples and data to another organisation.
13	**Consent based human tissue transfer and data sharing agreement**	This is contract authored by the CLO for use when a NHSGGC research study/trial requires the transfer of consented de-identified samples and data to another organisation.
14	**Intergroup agreements**	Contracts authored by CLO for when NHSGGC has a research study or trial that will include International sites. Two routes are available re this - NHSGGC agrees that a lead site in another country will take on the role of Sponsor in that country - NHSGGC retains the role of Sponsor in the other country and appoints a Coordinating centre in that country to manage the relevant applications, sites etc
15	**Letter of Authorisation**	This is used when NHSGGC is the Sponsor for an International research study or trial (as per 12 above). This lists the activities that will be delegated to the lead site in the other country.
16	**Contract Amendment, also referred to as a Contract Variation**	These cover changes to contracts after the original signing e.g. changes to costs, duration etc. of a research study or trial. These ae usually formatted as per the original contract. Examples are included in the efile.
17	**Side letter to a contract**	Similar to 16 in that is an amendment to an existing agreement, in this case a collaboration agreement with a number of Parties and where the changes are only relevant to a subset of the Parties. Only the Collaboration Lead and the affected party/ies are required to sign the side letter.

18	**Contract for Industry funded/supported research studies or trials.**	These are for studies which are classed as non-commercial and where the company is providing foundering and/or support in kind. Most companies prefer to use their own template agreements and will provide these. If they do not then NIHR has developed model agreements for Industry Collaborative Research which are available at : https://www.nihr.ac.uk/model-site-agreements-model-contracts-standard-research-agreements
19	**Data Deposit agreement**	These are used when NHSGGC donates a data set to a database owned/managed by another Instanton.

Appendix 2
Table of NHSGGC overarching research agreements
Table 2

Contract Type	Parties	Date of signature*	Date of review/renewal	Notes
Operational agreement Imaging Centre of Excellence (ICE) re (7T MRI) for healthy volunteer studies	NHSGGC, and UoG	July 2023	No limited term included	This Agreement sets out the operational arrangements agreed between NHSGGC and UoG in respect of the use of the 7T Scanner in research studies of healthy volunteers, that are sole sponsored by the UoG and which do not require approval by a NHS Research Ethics Committee (Studies)., but which have been approved by the CRIF approval group /MVLS Ethics. This refers in particular to access, safety and data. All other human scanning is not covered in this document.
Memorandum of understanding (MoU)	NHSGGC and UoG	August 2004		For projects that fall under the Medicines for Human Use (Clinical Trials) Act 2004 (as amended 2010), the UoG and NHSGG&C have signed a Memorandum of Understanding to agree to act as co-sponsors in specified non-commercial clinical trials of medicinal products for human use. The Co-Sponsorship agreement describes the roles the Parties take following this.
Iron Mountain Contract with UoG for Archiving purposes	Iron Mountain and UoG	February 2023	This DPA shall apply from the Effective Date and shall survive until any of the Customer's Personal Data ceases to be processed by the Processor	Covers Archiving services used by NHSGGC and provided by Iron Mountain

*Dates correct at time of publish

Appendix 3
Guide to organisation leading contract development

Table 3

SCENARIO NUMBER	1	2	3	4	5
Who holds the head contract with the funder(s)?	NHS	NHS	UoG	UoG	Both
Is the other party involved in the study as a collaborator or service provider (look at application to funder and/or head contract with funder to determine this)	Collaborator	Service provider	Collaborator	Service provider	Either/Or
Contract Required	Collaboration Agreement (NHS as lead collaborator)	Service Agreement (UoG providing services to NHS)	Collaboration Agreement (UoG as lead collaborator)	Service Agreement (NHS providing services to UoG)	If any pass-through of funding under head contract, subaward letter

Appendix 4
List of points to consider when reviewing a contract

The contact should describe clearly what is being offered to, and accepted by the parties, and for what consideration e.g. money, services.
The areas to consider when reviewing a contract are listed below;

Focus on the most critical areas
In NHSGGC contracts these are

- Intellectual property
    - Who owns, has licence to use, for what purposes
- Indemnification /liability
    - Who is responsible loss/damages, and are these capped, and is so at what level
- Data protection/confidentiality

Clear language

- Identify any ambiguity and clarify

Review default impact

- Consider what happens if either NHSGGC or another party fail to meet the obligations outlined in the contract

Check for bland fields in the agreement

- These need to be filled in or removed to prevent ambiguity

Consider whether termination and renewal options are appropriate

- E.g. who can terminate the agreement, for what, and in what way

Note significant milestones

- Check that these match what has been agreed previous to this point.
- Should also at this point list things NHSGGC is responsible for once contract in place e.g. regular provision of reports, amendments to study etc.to ensure these will be done

Does the contract allocate risks to parties fairly?

- This is addressed in the review of the most critical clauses, however should also check for other potential areas of risk e.g. those associated with a specific study design

Check the reference documents

- These are the documents attached to the main text of the contract and can include protocol, head of terms agreements etc. Check for consistency across these.

Other things to check

- errors in grammar
- arithmetic errors
- Deadlines
- Correct names/address of parties are used

Appendix 5

Example of clauses and instructions that apply to most contractual arrangements used by the NHSGGC R&I Sponsor Team

Official board name: GREATER GLASGOW HEALTH BOARD constituted in terms of the National Health Service (Scotland) Act 1978 (as amended) and having its principal office at JB Russell House, Gartnavel Royal Hospital, 1055 Great Western Road, Glasgow G12 0XH, commonly known as NHSGGC (hereafter 'NHSGGC')
UoG Official name: THE UNIVERSITY COURT OF THE UNIVERSITY OF GLASGOW, incorporated under the Universities (Scotland) Act 1889 and having its principal office at University Avenue, Glasgow, G12 8QQ, a registered Scottish charity (Charity Number SC004401, Charity Name "University of Glasgow Court"), (the University)
Conditions for Industry funded Investigator-led studies: Clearly define Data that can be shared with industrial funders It is recommended to summarised the model that NHSGGC are required to follow in order to be compliant with state aid and regulatory requirements If a trial is being undertaken for licensing purposes – ie licensing a drug/device and the commercial company do not wish to sponsor, NHSGGC can sponsor/co-sponsor an investigator led study providing 1) All NHS GG&&C activity and staff time are costed at commercial rates –this includes activity that would be considered "infrastructure" and not funded via a BHF grant –ie all sponsor activity (staff time for co-ordinator, PV, monitoring, pharmacy, governance etc) Failure to do so would mean that NHSGGC would be in breach of state aid regulations- ie using public money for the benefit of a large commercial organisation 2) Furthermore, for a licensing drug trial the MHRA monitoring requirements (extent of source data verification and frequency) are much more intense, and the monitoring plan would need to reflect regulatory requirements from the onset.

Liability:

- Insert a value as we are re not permitted to enter into agreements with uncapped indemnities. A value of £100,000 is acceptable for NHSGGC.

"In any event, and in order to conserve the assets of the Parties for application to their charitable purposes, the maximum liability of each Party under or otherwise in connection with this Agreement or its subject matter shall not exceed £100,000"

- Liability insurance: ensure that all parties provide insurance for the services provided as part of the contract

- "UoG (or NHSGGC as applicable) as author of the Protocol represents that it has and will maintain at its own expense appropriate insurance for all risks reasonably associated with the design of the Study. NHSGGC, through its membership of the Clinical Negligence and Other Risks Indemnity Scheme (CNORIS) will insure conduct and management including clinical negligence."

Under definitions: "Applicable Law" (i.e MHRA, etc for a contract from EU that mentions ICH GGP, FDA, EMA, etc

"Applicable Law" means: all laws, rules and regulations applicable to the performance of the Study and/or this Agreement, and all relevant guidance relating to medicines, clinical studies, pharmacovigilance of medicinal products for human use and human tissue samples, including, but not limited to, the Declaration of Helsinki, current Good Clinical Practice as set out in Directive 2001/20/EC of the European Parliament and the Council of 4 April 2001 relating to medicinal products for human use and in guidance published by the European Commission pursuant to such Directive ("**GCP**"), the current Good Manufacturing Practices as set forth in (a) the EC Directive 2003/94/EC and 2001/20/EC, as transposed into national laws, (b) the "EU Guidelines to Good Manufacturing Practice Medicinal

In the case of UoG and UoEdinburg CTU –

Cloud SSP and DPIA are not required. University of Glasgow Clinical Trials Unit and University of Edinburgh CTU are fully accredited and data use consented.

Data transfer to industry funders

NHSGGC normally can only share data from a study with another party such as industry funders once trial is closed and published, or at the point of data lock

When we send anonymized data to data processor and in case we send accidentally identifiable they should not attempt to identify it:

"The party… will not attempt to re-identify any individual from the Data or communicate with any individual re-identified from the Data, not to link or attempt to link the Data to other data or information except with specific prior written consent from the Provider Institution."

Include Data flow chart: even if a DPIA is not required. This will provide clarity on parties involved and their role.

Data that RCB (UoG) can pass on to a Health Economist:

Normally NHSGGC can provide the final end-of-trial dataset (excluding database updates and audit trails) after study database lock.

Intellectual property – when in doubt to use the format found in the mNCA

Vendors - The process for selection of third party vendors to conduct research activities for research sponsored by NHSGGC is detailed in SOP 51.015. For CTIMPs/CIMDs as per SOP 51.016 a Vendor TMF Plan (Form 51.016L) should be included in the contractual agreement (usually a Service Level Agreement (SLA)) between the Vendor and Sponsor/Co-Sponsor. For non-CTIMPs, a risk adaptive approach will be used.
Financial considerations - The NHSGGC R&I determines all NHSGGC costings in accordance with the study protocol or other relevant documents or discussions. The costs covered in the contract should be clear and understandable. The financial information to be included in contracts are based on costs approved by NHSGGC R&I Finance as per SOP 51.010 and therefore will not be discussed in this document. NHSGGC R&I Finance advises to always state currency in British Pounds – further finance related information to be included is found at Appendix 1.
For industry funded studies: Include clarification that the CI developed the protocol and not the funder “University and NHSGGC acknowledge and declares that the Chief Investigator initiated the Study and that the Study is not being conducted as a result of a request made by or on behalf of [name of company] University and NHSGGC undertake that the Chief Investigator will comply with all the missions and tasks assigned to him/her under the Agreement”
Governing law Jurisdiction: From NHSGGC perspective the preference is that the governing law should be the Scottish law. “This Agreement shall be governed and construed in accordance with the laws of Scotland and the Parties agree to the exclusive jurisdiction of the Scottish courts.” However if the Scottish Law is not accepted by the other party English Law can be accepted:: “This Agreement shall be governed and construed in accordance with the laws of England and Wales and the Parties agree to the exclusive jurisdiction of the English courts.” For International agreement when it is not possible to accept Scottish Law or England and Wales Law - we suggest: "This Agreement shall be governed in accordance with the laws of the jurisdiction of the defending party, and should it not be possible to resolve any dispute arising hereunder through good faith discussions and negotiations between the Parties, the Parties agree to attorn for the resolution of such disputes to the exclusive jurisdiction of the Courts located in the jurisdiction of the defending party." If not accepted: We would prefer a neutral law and jurisdiction and request if the international party can accept Swiss law and courts of Geneva. We insist on having another neutral law and jurisdiction or remain silent and indicate laws of the defendant.

Invoicing details:

NHSGGC R&I Finance suggested requested for all invoices to be sent by email using the address below.

"Payments shall be made subject to the receipt of sufficient funds from the Funder. Invoices should be based on actual amounts and not exceed the maximum values per the table above and should be submitted quarterly in arrears.

Invoices should be addressed to: ggc.rifinance.gcrf@nhs.scot and quoting reference (insert NHSGGC R&I reference)

Payments shall be made to (name of institution) within thirty days of receipt of the official invoice.

A final statement of expenditure will be required within one month of the end of the Project.

For budget details to be included in contractual arrangements, when NHSGGC administers the funds establish who at NHSGGC R&I Finance will handle the study budget in order to clarify costs values to be included in contractual agreements. Check the budget split with NHSGGC R&I Finance before sending a collaboration agreement out for signatures.

Check the contract with the funder, some governing bodies award NHS at 100% and the HEIs are awarded 80%.

Currency:

Always agree financial transfers in British pounds

"All payments shall be made in UK Pounds, free of currency controls or other restrictions, and are inclusive of all sales, use, value added, good and services, withholding and other taxes and duties. All sales and similar taxes required by Applicable Laws (except for income taxes) shall be paid by the UK party.

R&I Finance Department
Email: ggc.rifinance.gcrf@nhs.scot

The R&I reference number should be stated on all payment correspondence.

Royal Bank of Scotland

8-10 Gordon St., Glasgow, G1 3PL

NHS Greater Glasgow and Clyde

Sort Code: 83-07-06

Account No: 10542386

IBAN: GB30RBOS83070610542386

BIC: RBOSGB2L

- If international site insist on using a different currency other than British Pounds – check with NHSGGC R&I Finance as they need to agree for a transaction rate at a defined date.

"If any items addressed in this agreement (including the Schedules) are denominated in Euros, then payments will be made, if in Great British Pounds, using the exchange rate for the Euro against the Great British Pound as of the date of 5th May 2021, as reported by the Bank of England - 1€ = £0.8667"

Examples of Publication clauses:

"Authorship of any publications of the conclusions of the Project will be decided in accordance with normal academic practice."

"Any publication or other dissemination of the results (or any part of them) of the Project by any Collaborator shall not occur until the Sponsor has published the results of the Project in the primary publication (the "Primary Publication"). Authorship of the Primary Publication shall be in accordance with normal academic practice. In respect of any proposed publications, following the Primary Publication, a draft of any publication of the conclusions of the Project shall be sent to the Sponsor 45 days in advance of publication"