

[**] NHS Scotland Health Board
[**address**]

FAO: [**]

Date: [**]

Dear Sir or Madam,

Reference: Cancer Innovation Challenge - Grant

The Cancer Innovation Challenge (“CIC”) is a project administered by and on behalf of the University Court of the University of Edinburgh (a charitable body registered in Scotland (SC005336), incorporated under the Universities (Scotland) Acts and having its main administrative offices at Old College, South Bridge, Edinburgh EH8 9YL) in its capacity as The Data Lab (“The Data Lab”). The CIC is funded by the Scottish Government through the Scottish Funding Council.

The CIC’s Strategic Management Board is pleased to confirm that the application of [**relevant NHS Scotland Health Board**] (“Recipient”) for the funding set-out in Appendix A (“Application”) has been successful, subject to the terms of this Letter of Award.

The CIC agrees to fund the Recipient [**words**] (£**) (the “Grant”) for the sole purpose of conducting the programme of work (“Project Work”) set out in the Project Plan at Appendix B (“Project Plan”). The Project Work shall commence on 1 June 2019 and be completed no later than 31 December 2019 (“Project Period”).

The CIC’s obligation to pay the Grant to the Recipient is conditional upon the following:

1. The Recipient providing the CIC/The Data Lab with an invoice for the Grant using the invoicing details at Appendix C. The Grant will not be payable until three months after the start of the Project Period.
2. The Grant must fund Project Work that includes at least one of the current CIC funded projects from My Clinical Outcomes and/or Px HealthCare and cannot be used for any other purpose.
3. The Project Work must be carried out during the Project Period.
4. The Recipient must use the Grant to achieve the activities and outcomes detailed in the Application and the Project Plan, in accordance with the Budget at Appendix D.

www.cancerchallengescotland.com

FUNDED BY



A COLLABORATION BETWEEN THREE INNOVATION CENTRES



SUPPORTED BY



Cancer Innovation Challenge

The Data Lab
The Bayes Centre
47 Potterrow
Edinburgh EH8 9BT

T 0131 651 4888

E steph.wright@thedatalab.com



5. The Grant is deemed to be inclusive of VAT and represents the maximum amount payable by the CIC/The Data Lab to the Recipient in respect of the Application. Under no circumstances shall the CIC/The Data Lab be responsible for any additional costs incurred by the Recipient in connection with the Project Work.
6. If the Recipient misapplies the Grant or fails to satisfy any of the terms of this letter due to its own misconduct or negligence, the Recipient must notify the CIC/The Data Lab immediately, and The Data Lab shall be entitled to:
 - i. withdraw the Grant;
 - ii. suspend (temporarily or permanently) payment of the Grant; and/or
 - iii. reclaim any portion of the Grant already paid to the Recipient (at the discretion of the CIC/The Data Lab acting reasonably in this regard taking into account the nature of the Project Plan).

In the case of a reclaim, the Recipient will promptly, on demand, make repayment to the CIC/The Data Lab.

Meetings and Reports

7. The Recipient must attend the following three meetings with the CIC: kick-off; three month meeting and project close. Meetings may be held by teleconference, video conferencing or in person.
8. The Recipient must submit a report (report template to be issued to Recipient at the kick off meeting) of all activities related to the Grant within one calendar month of the end of the Project Period.
9. The Recipient must submit a further report (report template to be issued at three month meeting) six months after the end of the Project Period

Reporting, publications and auditing:

10. The Recipient shall maintain a detailed breakdown of the Grant applied in respect of the Project Plan and shall provide this to the CIC/The Data Lab as part of its reporting requirements.
11. The Recipient shall ensure all publications in respect of the programme of works under the Project Plan acknowledge the financial support of the CIC.
12. Any publicity/communications activities about the programme of works under the Project Plan will need to be in consultation between the Recipient and the CIC.

Intellectual Property

13. All background intellectual property rights in Project Work that exists prior to the start of the Project Period will be owned by the party that provided such Project Work.
14. In the event any foreground intellectual property rights are created in the delivery of the Project Work, an agreement between the Recipient and any commercial entity involved in the Project Work shall be agreed.
15. The CIC/The Data Lab may request certain further information from the Recipient pertaining to the Project Work for the purposes of reporting to the Scottish Funding Council, such information should not be unreasonably withheld.
16. The Recipient will allow The Data Lab and/or an independent chartered or certified public accountant appointed by The Data Lab or Scottish Funding Council, on reasonable notice at any time during the Project Period and for a period six (6) years thereafter, to examine, audit and



copy all books and records relating to the use of the Grant.

Limitation of Liability:

17. The Data Lab shall not be responsible for any costs, claims or liabilities arising as a result of any act or omission of the Recipient in respect of the Project Work (including the Recipient's employees and subcontractors).
18. In no circumstances shall the CIC/The Data Lab be liable under this Letter of Award or in relation to the Project Work for any sum greater than the Grant.
19. Nothing in this Letter of Award shall be deemed to exclude or limit in any way the CIC's/The Data Lab's liability for:
 - i. Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - ii. Fraud or fraudulent misrepresentation; or
 - iii. Any other matter the exclusion or limitation of which is not permitted by law.

General:

20. The Recipient shall procure that in carrying out the Project Work it will comply with the Bribery Act 2010, Data Protection Laws and all other applicable laws, regulations, statutes and other analogous legislation. For the purposes of this Clause, the following definitions shall apply:
 - i. "Data Protection Laws" shall mean (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the Processing of Personal Data to which a Party is subject, including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 and all legislation enacted in the UK in respect of the protection of Personal Data; and (b) any code of practice or guidance published by the Information Commissioner's Office (or equivalent regulatory body) from time to time.
 - ii. "Personal Data" and "Processing" each have the meanings given to them in Data Protection Laws and "Process" and any other tense or part of that verb will be interpreted accordingly.
21. If any part of this Letter of Award is held to be invalid or unenforceable by any legislation or legal authority, the remaining portion of such condition and the rest of the Letter of Award shall remain in force and effect as if the Letter of Award as been granted with no such provision.
22. This Letter of Award shall constitute the entire agreement between the CIC/The Data Lab and Recipient for the Grant and supersedes any prior arrangements, understandings, promises or agreements made or existing between the CIC/ The Data Lab and Recipient in relation to the subject matter hereof. Any variation shall only be valid if in writing and signed by an authorised signatory of the CIC/The Data Lab and Recipient.
23. All notifications under this Letter of Award shall be submitted to:
 - i. CIC Manager, Cancer Innovation Challenge, The Data Lab, 47 Potterrow, Edinburgh EH8 9BT.
 - ii. The Recipient: [REDACTED].



24. This Letter of Award will be governed by and construed in accordance with the laws of Scotland. The CIC/The Data Lab and the Recipient agree that any dispute arising under or in connection with this Letter of Award will be decided in the Scottish Courts which will have the exclusive jurisdiction in respect of any such matter.

In order to accept this Grant, please sign (in ink) and return a scanned copy of this letter within two (2) weeks of the date of this letter to steph.wright@thedatalab.com.

For any enquiries related to this Grant, please contact steph.wright@thedatalab.com.

Yours faithfully

The University Court of the University of Edinburgh in its capacity as THE DATA LAB

Authorised Signatory

Full name:

Position:

Date:

We, the Recipient, acknowledge and accept this Letter of Award, in addition to the Schedule in two (2) parts annexed hereto.

Authorised Signatory

Full name:

Title:

Date:

for and on behalf of *****



**Appendix A
Application**

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**Appendix B
Project Plan**

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Appendix C

Invoicing Details

- Invoice date to be at least three months after the start of the Project Period and no later than 30 September 2019.
- Invoicing details as follows:
 - The invoice to CIC/The Data Lab shall include the following information:
 - Project Work title
 - Itemised Costs
 - Purchase Order Number XXX

The invoice should be sent to: steph.wright@thedatalab.com

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Appendix D
Budget

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