

# Conditions of Award

## Royal Academy of Engineering Research, Development and Innovation Grant Schemes

These Conditions of Award set out the standard terms and conditions for Royal Academy of Engineering Research, Development and Innovation Awards. The Conditions of Award should be read in conjunction with the Letter of Offer and the [Royal Academy of Engineering Policy and Position Statements](#) applicable to Recipients, which together set out the Terms and Conditions of the Award. In accordance with paragraph 20 the Royal Academy of Engineering reserves the right to vary the Conditions of Award and Policy and Position Statements at any time and with immediate effect from the Academy providing written notice to the Recipient

The Host Organisation must ensure that the Recipient, others supported by the Award and collaborators are made aware of their responsibilities and comply with the Grant Agreement. Failure to comply with the Grant Agreement will lead to termination of the Award and, in accordance with paragraph 20 of these Conditions of Award, the Royal Academy of Engineering reserves the right to withhold grant monies or to recover grant monies in part or in full.

### 1. Definitions

- a. **Academy:** the Royal Academy of Engineering, a registered charity No. 293074. It is a corporate body governed by Royal Charter. The registered office is Prince Philip House, 3 Carlton House Terrace, London SW1Y 5DG.
- b. **Award:** the grant provided by the Royal Academy of Engineering as specified in the Letter of Offer.
- c. **Award Period:** the period of application of the Grant Agreement as set out in the Letter of Offer, commencing on the start date confirmed by the Host Organisation in the manner indicated by the Academy and any Funders.
- d. **Company:** where applicable, the spin-out or start-up company to be formed by the Recipient in order to fulfil the activities and objectives of the award as specified in the Letter of Offer.
- e. **Data:** includes computational or curated data, and data that are produced by an experimental or observational procedure.
- f. **Fellowship:** An Award providing a contribution to the support of a named individual and their personal research, development and/or innovation programme, as outlined in the Letter of Offer.
- g. **Funder:** the Academy's partner(s) on the scheme named in the Letter of Offer.
- h. **Financial Statement:** a document to be submitted to the Academy that sets out, (i) the actual expenditure incurred by the Recipient during the Award Period, (ii) the total amount awarded and received from the Academy in respect of the Award, and (iii) any additional information that the Academy requests from the Recipient.
- i. **Grant Activities:** the activities actually carried out by the Recipient using the Award.
- j. **Grant Agreement:** the Letter of Offer, these Conditions of Award and the Royal Academy of Engineering Policy and Position Statements and any additional appendices specified in the Letter of Offer which apply to the Award.
- k. **Host Organisation:** the university, institution, research council or other organization that has principal



- i. **Intellectual Property:** includes all inventions, discoveries, materials, technologies, products, data, algorithms, software, patents, databases, copyright and trade secret.
- m. **Letter of Offer:** the letter from the Academy and any Funders to the Recipient specifying the value and terms of the Award.
- n. **Mentor:** where applicable, the individual or individuals responsible for providing mentorship to the Recipient during the Award Period and reviewing progress against intended objectives.
- o. **No-Cost Extension:** an extension of the Award Period beyond the end of the Award Period without any additional financial cost to the Academy or increase in the value of the Award.
- p. **Partner:** where applicable, any university, institution, or other third-party body at which some or all of the Grant Activities will be carried out or which employs one or all of the Recipient(s).
- q. **Permitted Activities:** the activities which the Recipient has been permitted to use the Award for (in accordance with the Grant Agreement) as set out in the Letter of Offer.
- r. **Project:** as outlined in the Letter of Offer.
- s. **Policy and Position Statements:** a series of short and concise statements that articulate the policy and position of the Academy on a range of topics that have direct relevance to the Host Organisation, the Recipient and the Grant Activities which can be found on the [Royal Academy of Engineering's website](#) and are a component of the Grant Agreement.
- t. **Recipient:** the person or persons to whom the grant has been awarded and who has responsibility for the Grant Activities. Where there is more than one Recipient, references in these Conditions of Award to "Recipient" shall refer to all of them.
- u. **Report:** a form which reports on the activities undertaken during the Award Period that must be completed by the Recipient and submitted to the Academy or other Funders as stipulated within the Letter of Offer.
- v. **Research Misconduct:** includes the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research or in reporting results, misrepresentation, mismanagement or inadequate preservation of data and/or primary materials, making up data or results and recording and reporting them, such that the research is not accurately represented in the public research record.
- w. **Subsidy Control Laws:** the law applying to the provision of subsidy including but limited to that embodied in the Subsidy Control Act 2022 and any subordinate and successor legislation.

Except where the context requires otherwise, any terms defined in these Conditions of Award shall have the same meaning in the Letter of Offer and Policy and Position Statements.

## **2. Value and use of the Award**

- a. The Recipient and the Host Organisation agree to comply with the Grant Agreement.
- b. These Conditions of Award outline the funding arrangements between the Academy and the Recipient. The Letter of Offer sets out any specific terms relating to the Award.



- c. The value of the Award is stipulated in the Letter of Offer. All payments of the Award will be in accordance with the Grant Agreement.
- d. The Letter of Offer sets out the maximum value of the Award and the Academy will only consider requests for additional funding as defined in our Policy and Position Statements or in exceptional circumstances. Any change to the value of the Award will be at the Academy's absolute discretion.
- e. The Host Organisation will return to the Academy any amount of the Award which remains unspent at the end of the Award Period and the Academy will be entitled to recover the same as a debt.
- f. The Award must not be used to fund any activity other than the Permitted Activities and, in particular (and without limitation), the Award must not be used to:
  - g. fund any activity that is not consistent with the charitable objects of the Academy;
  - ii. fund any activity that may be political in intention, use or presentation, including any activity intended to influence or attempt to influence Parliament, government or political activity or legislative or regulatory action;
  - iii. fund any activity that may propagate a particular religion;
  - iv. fund any activity that may enable one part of government to challenge another on topics unrelated to the Grant Activities or Fellowship;
  - v. petition for additional funding
  - vi. fund any entertaining expenses specifically aimed at exerting undue influence to change government policy;
  - vii. fund any input VAT reclaimable by the Host Organisation from HMRC;
  - viii. fund interest payments or service charge payments for finance leases;
  - ix. make any gifts;
  - x. pay any statutory fines, criminal fines or penalties, civil penalties, damages or any associated legal costs;
  - xi. pay for works or activities which the Host Organisation has a statutory duty to undertake or that are fully funded from other sources;
  - xii. pay bad debts to related parties;
  - xiii. fund any payment for unfair dismissal or other compensation; and
  - xiv. fund the depreciation, amortisation or impairment of assets owned by the Host Organisation.
- i. Travel costs are deemed as expenses for transportation, accommodation, subsistence and related items incurred by individuals attending Grant Activities. The Academy shall reimburse reasonable travel costs consistent with the [Academy's Policy and Position Statements](#).

### **3. Employment**

- a. The Academy will not become an employer of the Recipient or any other third party as a result of the provision of this Award. In all cases where support is provided by the Award for the employment of staff, the Host Organisation must issue a contract of employment which is in compliance with relevant laws and regulations.
- b. The Host Organisation must adopt the principles, standards and good practice for the management of research staff set out in the Concordat to Support the Career Development of Researchers (2019) and subsequent amendments. Research staff should be appointed on terms that are no less favourable than those of comparable posts in the Host Organisation.

### **4. Duty of Care and Safeguarding**

- a. The Host Organisation and the Recipient shall:



- i. take reasonable steps to prevent actual, attempted or threatened exploitation, abuse or harassment by its employees;
  - ii. take reasonable steps to ensure that individuals are enabled to report concerns and complaints of actual, attempted or threatened exploitation, abuse or harassment;
- b. The Host Organisation shall adopt and follow robust procedures for the reporting and investigation of actual, attempted or threatened exploitation, abuse or harassment by its employees, including reporting such matters to the relevant authorities.
- c. The Recipient shall comply with the Host Organisation's and its own policies and procedures in relation to preventing exploitation, abuse and harassment at all times, including reporting such matters to the Host Organisation and any relevant authorities.
- d. The Host Organisation and the Recipient shall, to the extent permitted by law, report to the Academy any complaints of actual, attempted or threatened exploitation, abuse or harassment where the complaint is relevant to the activities funded by the Award, as outlined in the [Academy's Policy and Position Statements](#).
- e. The Host Organisation and Recipient acknowledge that the Academy might be under an obligation to report to the Funder if the Academy becomes aware of any complaints of actual, attempted or threatened exploitation, abuse or harassment in relation to the Recipient or the Host Organisation, where the complaint is relevant to the activities funded by the Award. The Host Organisation will as soon as possible inform the Academy of any such matter or complaint.

## **5. Research Management**

- a. It is the responsibility of the Host Organisation and the Recipient to ensure that the Project and associated research is organised and undertaken within a framework of best practice that recognises the various factors that may influence or impact on a research project.
- b. The Host Organisation and Recipient must ensure that where the Project or associated research is being conducted collaboratively, and particularly within interdisciplinary or international partnerships, there is a collaboration agreement in place which articulates the standards and frameworks that will apply to the work, following the principles outlined in National Protective Security Authority guidelines on Trusted Research. For any breaches of the Grant Agreement, whether by the Recipient, the Host Organisation or a Partner, the Recipient and Host Organisation will be held accountable.
- c. The Host Organisation and the Recipient must ensure that, before the Project or associated research commences and during the full Award Period, all the necessary ethical, legal and regulatory requirements in order to conduct the research are met, and all the necessary licences and approvals have been obtained.
- d. The Host Organisation and the Recipient must ensure that research involving the use of animals falls within the regulations laid down in the UK Animals (Scientific Procedures) Act 1986 and subsequent amendments. Any element of research funded by the Award that is conducted outside the UK must, as a minimum standard, be conducted in accordance with the principles and standards of UK legislation.
- e. The Academy endorses the principles and aims of the National Centre for the Replacement, Refinement and Reduction of Animals in Research (NC3Rs) which means that every effort must be made to replace the use of live animals with non-animal alternatives; to reduce the number of animals used in research; and refine procedures so that the degree of suffering for animals is kept to an absolute minimum. The Host Organisation and the Recipient must adopt the principles and aims of the NC3Rs.

- f. In the case of research involving the use of animals, the Recipient must inform the Academy of the number and species of animals that will be used in the research and inform the Academy as soon as possible of any significant increase to the number of animals used or a change in the species from that which was originally supported by the Award.
- g. The Host Organisation is responsible for ensuring that a safe working environment is provided for all individuals associated with the Grant Activities and must meet all regulatory and legislative requirements as recommended by the Health and Safety Executive and will include appropriate care where researchers are working off-site.
- h. The Host Organisation and the Recipient must ensure that the Grant Activities are carried out in accordance with all applicable ethical, legal and regulatory requirements including but not limited to relevant provisions of the UK General Data Protection Regulation, the Data Protection Act 2018, the Bribery Act 2010 and the Fraud Act 2006.
- i. The Recipient must declare to the Academy any personal, business or professional activity which conflicts or could conflict with the Permitted Activities.

## **6. Equality, Diversity and Inclusion**

- j. The Host Organisation and Recipient will ensure that equality, diversity and inclusion is considered and supported at all stages throughout the performance of the Award, in line with the [Academy's Policy and Position Statements](#). The Host Organisation and Recipient's approach to supporting equality, diversity and inclusion will meet all relevant legal obligations, including but not limited to those of the UK's Equality Act 2010 and the Modern Slavery Act 2015.

## **7. Changes to Grant Activities**

- a. The Recipient or the Host Organisation must inform the Academy without delay of:
  - i. any factors that may adversely affect the Grant Activities;
  - ii. any factors that may adversely affect the reputations of the Host Organisation, Recipient and/or the Academy;
  - iii. any change to the status of the Recipient or the Host Organisation or the status of any other participant;
  - iv. any financial or other difficulties experienced which might affect the ability of the Host Organisation or the Recipient to comply with the Grant Agreement;
  - v. any significant divergence from the original aims and directions of the Permitted Activities that is being funded by the Award;
  - vi. any cessation and event or circumstance that is likely to affect the overall delivery of the Grant Activities. This includes (but is not limited to) suspicion of or actual fraud, corruption, financial impropriety, research misconduct, bullying or harassment.
- b. The Recipient may request a change to the Grant Activities or Award Period at least one month prior to the change taking effect, or in the case of changes to any personal circumstances that impact the Grant Activities, as soon as is reasonably possible, and are subject to the Academy's written approval.
- c. Requests for changes should be made in writing as specified by your Academy contact and include the reasons for the change and the resulting impact on the Grant Activities.
- d. No cost extensions must be made no later than one month before the end of the Award Period and will be permitted where they are necessary due to delays including, but not limited to;
  - i. Breaks or delays in the appointment of staff or students
  - ii. Maternity, paternity, adoption, shared parental or paid sick leave



- iii. Extended jury service
  - iv. Changes from full-time to part-time working.
  - v. In the case of other, exceptional, circumstances, a No Cost Extension will be granted at the discretion of the Academy.
- e. The maximum No Cost Extension permitted is defined in the Letter of Offer.
- f. Changes to the Recipient are not permitted and, in the event of resignation or other termination of employment, the Award will be automatically terminated unless a transfer is agreed in accordance with (g) below.
- g. Where a Recipient moves to a new organisation, which is eligible to be a Host Organisation, the Award may be transferred to a new Host Organisation subject to prior written approval from the Academy and a written agreement between the current and new Host Organisations. The value of the award will not be revised following transfer.

## **8. Administration**

- a. The Host Organisation must ensure that sufficient resources are provided to support the Permitted Activities. This includes adequate office and laboratory space and access to essential equipment and facilities.
- b. The Host Organisation and/or Recipient must notify the Academy as soon as reasonably possible of long-term absence. The Award will be placed in abeyance for the duration of Recipient's absence.
- c. Whilst in abeyance, no further payments will be made to the Host Organisation in respect of the Award unless specified otherwise in the Letter of Offer.
- d. Following notification of a period of absence, it is the responsibility of the Host Organisation and the Recipient to notify the Academy of the planned date for return. The Recipient and Host Organisation must confirm or notify the Academy, of the Recipient's return at least one month prior to the Recipient's planned return date.

## **9. Reporting**

- a. The Recipient is required to submit all Reports and Financial Statements on the dates and to the specification outlined in the Letter of Offer or as otherwise specified by the Academy.
- b. The Academy may request further information from the Recipient and/or the Host Organisation at any time in relation to the Award and its expenditure, and the Recipient and/or the Host Organisation shall comply with any such requests within the timescales specified by the Academy.
- c. All Reports and Financial Statements shall be in the format required by the Academy and shall, in particular (without limitation), include a summary of the spend to date, progress on the Award and a summary of the outputs from the Award to date.
- d. If there are exceptional reasons that will prevent submission of the final Report and/or Financial Statement within the period allowed, a written request for an extension may be submitted no later than ten (10) working days before the due date.
- e. In the event that the final Report and/or Financial Statement is not submitted within six (6) months of the end of the Award Period, the Academy may, at its discretion, require repayment of all payments made under the Grant Agreement.





- f. Failure to submit a Report in accordance with the Grant Agreement shall entitle the Academy to withhold, delay or recover payments of the Award.
- g. The Recipient will not be able to apply or be considered for Academy funding while any overdue Reports or Financial Statements are outstanding.
- h. All Financial Statements must be approved by a person with appropriate delegated budgetary authority from the Host Organisation.

#### **10. Financial Management**

- a. The Academy will pay the Award in line with the agreed payment schedule in the Letter of Offer and will not pay out or arrange to defray money or for money to be defrayed to the Host Organisation in advance of need. Amendments to the schedule requested and will be considered by the Academy (acting at its absolute discretion).
- b. The Host Organisation must ensure proper financial management of the Award, including by collaborative Partners, and accountability for the use of public and charitable funds and ensure that formal audit standards and procedures exist for maintaining appropriate anti- fraud and corruption controls in accordance with the Fraud Act (2006).
- c. Any fraud or theft associated with the Award must be notified to the Academy immediately. The Host Organisation shall provide the Academy with details of the steps being taken to investigate and shall keep the Academy informed about the progress of any such investigation.
- d. Virement is permitted only between costs which form part of the Permitted Activities with the following exceptions:
  - i. Virement into or out of the Recipient's salary is only permitted with the express written consent of the Academy.
  - ii. Virement into overhead, management or estate costs is only permitted with the express written consent of the Academy.
  - iii. Virement of funds to purchase new items of equipment with a value in excess of £25,000 is only permitted with the express written consent of the Academy.
- e. Transfers of funds between all other budget headings are permitted without seeking prior consent from the Academy.
  - i. The Host Organisation and Recipient must ensure that Award funding is used in accordance with the Grant Agreement. In the event that funding is not being used in accordance with the Grant Agreement, the Academy reserves the right to withdraw further support and recover from the Host Organisation all Award payments already made.
  - ii. Subject to giving reasonable prior notice to the Recipient and the Host Organisation, the Academy (or such other person as the Academy may stipulate) may at any time during the Award Period and for up to seven years after the end of the Award Period, inspect the premises where the Grant Activities take place, conduct audits and request further information which it considers necessary to understand the Grant Activities. Such further information may include but is not limited to financial records and financial procedures associated with the Award. The Host Organisation and the Recipient agree to grant the Academy and any other body or individual acting on behalf of the Academy access to such sites and information.



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- iii. The Host Organisation and/or Recipient must retain all invoices, receipts, accounting records and any other documentation relating to the expenditure of the Award for a period of seven years from the end of the Award Period.
- iv. The Academy reserves the right to ask the external auditors of the Host Organisation for a statement of account for the Award certifying whether the expenditure has been incurred in accordance with the Grant Agreement and the Host Organisation shall procure that the requested statement is provided in a timely fashion.
- v. The Academy is not obliged to make any further payments in respect of the Award once it has received the final Financial Statement. The Academy will reconcile the expenditure incurred against payments made to ensure that any agreed underspend on the Award is returned to the Academy. Any overspend must be funded by the Host Organisation.
- vi. Where an Award is transferred to another eligible Host Organisation or where a Recipient resigns the Award, payments by the Academy to the Host Organisation will be paid up to the date of transfer or resignation. The Host Organisation shall provide the Academy with a Financial Statement reconciling the Award up to the date of transfer. The Academy will pay any agreed outstanding costs. Any unspent costs will be promptly returned to the Academy by the Host Organisation.
- vii. The Host Organisation and the Recipient must not create any charge, legal mortgage, debenture or lien of any asset purchased using the Award without the prior written consent of the Academy.
- viii. The Host Organisation and the Recipient will comply with all Subsidy Control Laws and provide such documentation, information and cooperation to the Academy as is necessary to ensure compliance.

### 11. Equipment

- a. Equipment purchased or substantially improved using the Award must be used primarily to support the Permitted Activities.
- b. The Host Organisation must ensure that it has in place clearly defined procedures for the procurement of equipment valued over £25,000 (including VAT), consumables and services provided by the Award, and it must comply with all relevant national legislation. The Host Organisation will observe accepted procurement best practice through consultation of professionally qualified procurement staff where appropriate, and prior to a contract being placed with a supplier.
- c. Upon request from the Academy, the Host Organisation must make available full details of the procurement decision making process for any purchase made using the Award or relating to the Grant Activities.
- d. The Host Organisation must ensure that any equipment purchased with the Award is appropriately insured and maintained throughout its useful life.
- e. The Recipient and Host Organisation must obtain the prior written approval of the Academy to purchase any equipment with a value in excess of £138,000. Where such a request for approval is made the Host Organisation and the Recipient will provide such documentation, information and cooperation to the Academy as is necessary to ensure compliance with Funder requirements and UK legislation as detailed in the Letter of Offer.
- f. The Academy may approve or prohibit (at its absolute discretion) the purchase of items referred to above, subject to such conditions as it may deem necessary.



- g. Any proposal to purchase an item of equipment or other asset using the Award within the last six (6) months of an Award will require prior written approval from the Academy. The Academy will seek assurance that the item is essential to the research.
- h. If the need for the equipment diminishes substantially or it is not used for the purpose for which it was funded, the Academy reserves the right to require the Host Organisation to dispose of the equipment and require the proceeds of any sale to be paid to the Academy (and the Recipient and the Host Organisation (or any of them) will comply with such a requirement).
- i. The Academy may require any funded equipment to be transferred to another Host Organisation during the Award Period or within one year of the end of the Award Period. In particular, in the event that the Recipient transfers to another Host Organisation in the UK during the Award Period, the Host Organisation shall (upon request by the Academy) arrange for the equipment to be transferred to the new Host Organisation at no cost to the Academy.

## **12. Data Protection**

- a. As stipulated in the [Academy's Policy and Position Statements](#) the Academy, and where applicable any Funders, will use the information provided in the application for processing the application, making any consequential award, payment, monitoring, maintenance and review of the Award, provision of training and mentoring, and general Academy business.
- b. To meet the Academy's obligations for public accountability, details of Awards may be made available on the Academy's website and will be shared with the Academy's funders, selected partners and third-party monitoring and evaluation contractors. The data may also be made available on any Funder's website and other publicly available databases, and in reports, documents and mailing lists.
- c. During and following completion of the Award, the Academy may contact the Recipient concerning funding opportunities or events, or for the purposes of monitoring and evaluation. In some instances, the Academy may wish to authorise an affiliate person or organisation to contact the Recipient on its behalf for evaluation purposes only, and that such parties will comply with their obligations under applicable data protection legislation (including the Data Protection Act 2018, the EU Privacy and Electronic Communications Regulation and the UK General Data Protection Regulation) that arise in connection with this activity.
- d. The Host Organisation and Recipient acknowledge that the Academy may, on request from the Funder share contact details of the Host Organisation and Recipient in order to enable the Funder to carry out an evaluation of funding provided to the Academy.
- e. In the handling of data, all parties must comply with their obligations under applicable data protection legislation (including the UK Data Protection Act 2018, the EU Privacy and Electronic Communications Regulation and the UK General Data Protection Regulation) and that failure to do so and any related consequences will be the responsibility of the party that incurred the breach.

## **13. Data Management and Storage**

- a. The Host Organisation and Recipient will give careful consideration to their approach for managing and sharing data generated through the research to ensure it will benefit the wider research community, maximises public benefit and, where appropriate, make it openly available within a reasonable timeframe with as few restrictions as possible.
- b. The Host Organisation and Recipient will ensure that generated research data is managed within the



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constraints of relevant legal, ethical and regulatory frameworks, including protecting the confidentiality, privacy and consent of any individuals involved with the research.

- c. The Host Organisation and Recipient will adopt best practice for data sharing, submitting generated datasets to an appropriate and openly available repository, ensuring that the data is accessible, assessable, useable and traceable.
- d. The Recipient, as a user of research data, will acknowledge the sources of their data and to abide by the terms and conditions under which they accessed the original data, ensuring that key data resources are preserved and maintained for use by the research community.

### 14. Publication and Publicity

- a. The findings from the Grant Activities funded by the Award are to be made freely available to the broader scientific community as soon as possible. However, the publication or release of such findings may be reasonably delayed enabling protection of any Intellectual Property. It is the responsibility of the Recipient and the Host Organisation to actively communicate the findings from the research to the public at the relevant local, national or international level.
- b. The Recipient must acknowledge the support of the Academy in reports or other published materials that arise from the Grant Activities, and other forms of media communication, including media appearances, press releases and conferences, quoting the Award reference number where appropriate.
- c. The Host Organisation and the Recipient shall comply with all reasonable requests from the Academy to facilitate visits, provide reports, statistics, photographs and case studies that the Academy might be requested to share with Funders in relation to the Award.

### 15. Intellectual Property and Commercial Exploitation

- a. Unless stated otherwise in the Letter of Offer, the ownership of any Intellectual Property developed using the Award and responsibility for its identification, protection, management and exploitation rests with the Recipient and Host Organisation.
- b. Where the Award is associated with more than one research organisation and/or Partner, the terms of the collaboration between the organisations, including ownership of Intellectual Property and rights to exploitation, must be set out in a formal collaboration agreement. It is the Host Organisation's responsibility to ensure such an agreement is in place as defined in the Letter of Offer and follows the principles on international research collaboration outlined by the National Protective Security Authority guidelines on Trusted Research as well as complies with Subsidy Control Laws.
- c. The Host Organisation will ensure that it and all engaged in the research make every effort to ensure that any potentially valuable results obtained in the course of the research are appropriately protected and exploited and used for public benefit.
- d. In exceptional cases, the Academy reserves the right to require the Intellectual Property developed through the Award to be promptly assigned to the Academy or a third party and arrange for its exploitation for national benefit and that of the Host Organisation and Partners involved. This will be notified in writing to the Recipient and Host Organisation.

### 16. Insurance and Security

- a. The Host Organisation and Recipient shall ensure that appropriate insurance is obtained for any



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individual employed in relation to the Grant Activities who intend to undertake overseas travel, fieldwork, secondments or sabbaticals during the Award Period.

- b. The Recipient is expected to comply with the Host Organisation's guidelines on overseas travel and safety in fieldwork, particularly for high-risk countries. The Academy will not be held liable for the health, safety and security of the Recipient or individuals employed by the Host Organisation and funded using the Award.

### 17. National Security

- a. The Recipient and Host Organization shall have full regard to the National Security considerations set out in the guidance provided [National Protective Security Authority](#) on Trusted Research, the [Export Control Joint Unit](#) on the application of export controls to academic research and Universities UK on Managing Risks in Internationalisation as well as the [Academy's Policy and Position Statements](#). The Recipient and Host Organisation will treat these guidelines and the associated risks with an appropriate level of care and diligence and ensure that the Grant Activities do not prejudice compliance with the guidance.
- b. The Host Organisation will ensure that researchers and research staff are aware of and comply with the legal and regulatory frameworks relating to applied research and controlled technology, particularly export controls and the Academic Technology Approval Scheme, highlighting that they apply to applied research collaborations, and intangible items such as knowledge and Intellectual Property, as well as physical goods.
- c. The Recipient and the Host Organisation will comply with the [Academy's Policy and Position Statements](#) and shall report to the Academy as soon as possible after the Recipient or Host Organisation become, or are made aware of, national security concerns arising in relation to the Award.

### 18. Environmental

- a. The Recipient shall take note of the [Academy's Policy and Position Statements](#) and ensure that it minimises the environmental impact of the Grant Activities.

### 19. Limitation of Liability

- a. The Academy and any of its partners shall have no responsibility for costs or liabilities arising from the Grant Activities funded by the Award, other than those set out in the Grant Agreement or otherwise agreed in writing.
- b. The Host Organisation shall indemnify and hold harmless the Academy for all liabilities, costs, expenses, damages and losses suffered or incurred by the Academy arising from any breach of the Grant Agreement by the Host Organisation, the Recipient or any other person working on the Award (including employees, students, visiting fellows and subcontractors of the Host Organisation).

### 20. Variation, Suspension and Termination

- a. The Academy reserves the right to amend the Grant Agreement (including these Conditions of Award, related Appendices, [Policy and Position Statements](#), and any terms and conditions in the Letter of Offer) at its absolute discretion. Any change to the Conditions of Award or the [Policy and Position Statements](#) will be notified on the [Academy's website](#) and communicated to the Host Organisation and Recipient in writing.
- b. The Academy reserves the right to terminate or suspend the Award at any time, subject to reasonable notice. If an Award is terminated or reduced in value, no liability for payment of redundancy pay or any other compensatory payment for the dismissal of staff funded by the Award will be accepted by the Academy and the Host Organisation will fully indemnify the Academy in respect of any claims brought against the Academy in this regard.



- c. Without prejudice to all other rights and remedies, the Academy may at its discretion withhold or suspend payment of any Award and/or require repayment of all or part of any Award if:
- i. the Host Organisation and/or Recipient uses any part of an Award to fund activities other than the Permitted Activities or for any purpose that is not consistent with the charitable objects of the Academy;
  - ii. the Academy is not satisfied with the content of any written Report or Financial Statement or such written Report or Financial Statement is not submitted within the timeframes required under the Grant Agreement;
  - iii. the Academy, acting reasonably, does not believe that the outputs for which the Award is provided will be met;
  - iv. the Host Organisation and/or Recipient obtains funding from a third party which, in the reasonable opinion of the Academy, is likely to bring the reputation of the Host Organisation, Recipient, the work of the Recipient or Host Organisation or the Academy into disrepute;
  - v. the Host Organisation and/or Recipient provides, or has provided, the Academy with any materially misleading, inaccurate or false information;
  - vi. the Recipient, any person working on the Award or any member of the governing body, employee or volunteer of the Host Organisation has:
    1. acted dishonestly or negligently at any time and directly or indirectly to the detriment of the work of the Host Organisation and/or Recipient in relation to the activities outlined in the Grant Agreement; or
    2. taken any actions which, in the reasonable opinion of the Academy bring or are likely to bring the name or reputation of the Academy into disrepute including through non-compliance with the Equality Act 2010;
  - vii. the Host Organisation or any of its Partners (whose involvement is essential to the successful delivery of the Grant Activities) on the Grant Activities cease to operate for any reason, or pass a resolution (or any competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent restructuring or amalgamation);
  - viii. the Host Organisation or any of its Partners (whose involvement is essential to the successful delivery of the Grant Activities) become insolvent, or declared bankrupt, or placed into receivership, administration or liquidation, or a petition has been presented for its winding up or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due; or
  - ix. the Host Organisation and/or Recipient fails to comply with any of the Grant Agreement.
    - a. In the event that the Academy's funding is reduced or withdrawn by the UK Government (or other funding partners) or if the Academy should enter into administration, the Academy reserves the right to terminate or reduce in value the Award with immediate effect with no liability for any further Fellowship or Award payments. The Host Organisation will fully indemnify the Academy in respect of any claims brought in this regard.
    - b. Wherever under the Grant Agreement any sum of money is recoverable from or payable by the Host Organisation or the Recipient (including any sum that the Host Organisation or Recipient is liable to pay to the Academy in respect of any breach of the Grant Agreement), the Academy may deduct that sum from any sum then due or which may later become due to the Host Organisation and/or Recipient under the Grant Agreement or under any other agreement or contract with the Academy.

## **21. Governing law and jurisdiction**

- a. The Grant Agreement, and any non-contractual disputes and claims related to it, will be governed by the laws of England and Wales. All matters relating to the Grant Agreement will be subject to the exclusive jurisdiction of the courts of England and Wales.
- b. If any provision of the Grant Agreement is found by a court or other legitimate body to be illegal, invalid or unreasonable, it will not affect the remaining terms of the Grant Agreement which will continue in force.