Royal Academy of Engineering

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's 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 Grant Agreement. The Policy and Positions Statements may be updated periodically.

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(c) of the 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.

In accordance with paragraph 20(a) the Royal Academy of Engineering reserves the right to vary the Conditions of Award at any time without prior notification.

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 the Award 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. **Background IPR:** means all IPR Material owned or controlled (as the case may be) by a Third Party, Host Organisation, Recipient prior to the Commencement Date, or developed independently of this Agreement, which are necessary for the performance of the Funded Activities.

e. **BIST:** the Department of Business, Innovation, Science and Trade and any successor department of the UK government.

f. **Bullying**: the use of offensive, intimidating, malicious or insulting behaviour, to threaten or undermine an individual and/or their rights.

g. **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.

h. **Data:** includes computational or curated data, and data that are produced by an experimental or observational procedure.

i. **DOI**: Digital Object Identifiers are a unique and never-changing string assigned to online (journal) articles, books, and other works.

j. **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.

k. **Funder:** the Academy's partner(s) on the scheme named in the Letter of Offer.

l. **Financial Statement:** a document to be submitted to the Academy that sets out, (i) the actual expenditure incurred by the Host Organisation, Recipient and any collaborative partners 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 Host Organisation and/or Recipient.

m. **Grant Activities:** the activities to be carried out by the Recipient and any collaborative partners using the Award.

n. **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.

o. **Harassment**; unwanted physical, verbal or non-verbal conduct that violates an individual's dignity, or creates an intimidating, hostile, degrading, humiliating or offensive environment.

p. **Host Organisation:** the University (UK or international) or other organisation at which some or all of the grant activities funded by the award will be carried out or which employs one or more of the Recipients and which takes principal responsibility for administering and managing the Award, as specified in the Letter of Offer and providing accountability of funds in accordance with the Grant Agreement.

q. **Information Acts:** includes the Data Protection Legislation (the UK GDPR, the Data Protection Act 2018, EU GDPR to the extent it applies, and any other applicable law relating to the processing of personal data and privacy), Freedom of Information Act 2000 and the Environmental Information Regulations 2004, as amended from time to time.

r. **Intellectual Property**: includes all inventions, discoveries, materials, technologies, products, data, algorithms, software, patents, databases, copyright and trade secrets, whether registered or unregistered.

s. **Letter of Offer:** the letter from the Academy and any Funders to the Recipient specifying the value, tenure and any Award/Programme specific terms.

t. **Mentor:** where applicable, the individual or individuals responsible for providing mentorship to the Recipient during the Award Period.

u. **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.

v. **Partner**: where applicable, any university, institution, or other third-party body at which some or all of the Grant Activities funded by the award will be carried out or which employs one or all of the Recipient(s).

w. **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.

x. **Policy and Position Statements:** a series of short and concise statements available on the Royal Academy of Engineering's website 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 and which are a component of the Grant Agreement.

y. **Project**: as outlined in the Letter of Offer.

z. **Recipient:** the person or persons to whom the grant has been awarded and who has responsibility for the Grant Activities, intellectual leadership and overall management of the Project or Fellowship named in the Letter of Offer. Where there is more than one Recipient, references in these Conditions of Award to "Recipient" shall refer to all of them.

aa. **Report:** a form on which the Host Organisation reports on the activities undertaken during the Award Period that must be completed by the Recipient and submitted to the Academy or its Funders as stipulated within the Letter of Offer.

bb. **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.

cc. **ROR**: Research Organisation Registry which represents a global, community-led registry of open persistent identifiers for research and funding organisations

dd. **Subsidy Control Laws**: the law embodied in the Subsidy Control Act 2022 and any subordinate and successor legislation (including any guidance issued from time to time under such Act).

ee. **Third Party** means any person other than the Recipient, Host Organisation or the Academy.

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 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 summarily as a civil debt.

f. The Host Organisation must ensure that the Award is used only for the permitted activities and by the Recipient and other individuals as specified within the grant application or by the Academy in accordance with the Grant Agreement.

g. The Host Organisation will undertake suitable due diligence at regular intervals to assess the controls and systems of any Partners involved in delivering the research, particularly those not based in the UK. These assessments will be shared with the Academy upon request and should determine, relative to research risk:

    i. the reliability, integrity and efficiency of the Partners' controls, systems and processes, including compliance with the Terms and Conditions, relevant legislation, regulations, rules, policies and procedures;
    ii. whether the Partners can successfully deliver the relevant deliverables based on processes,

past experience and whether they have sufficient staff capacity and capability available; and

iii. the Partners' ability to correctly manage and account for research monies and assess as well as its financial health.

h. 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:

i. fund any activity that is not charitable under the laws of England and Wales;
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 contributions in kind;
ix. fund interest payments or service charge payments for finance leases;
x. pay any gifts;
xi. pay any statutory fines, criminal fines or penalties, civil penalties, damages or any associated legal costs;
xii. pay for works or activities which the Host Organisation has a statutory duty to undertake or that are fully funded from other sources;
xiii. pay bad debts to related parties;
xiv. fund any payment for unfair dismissal or other compensation;
xv. fund the depreciation, amortisation or impairment of assets owned by the Host Organisation;
xvi. fund the acquisition or improvement of assets owned by the Host Organisation except as expressly permitted in the Letter of Offer;
xvii. support military or security activities not outlined in the Project; or
xviii. pay for liabilities incurred before the commencement date of the Award except as expressly permitted in the Letter of Offer.

i. Travel costs are deemed as expenses for transportation, accommodation, subsistence and related items incurred by individuals attending Grant Activities. Travel costs should be charged on the basis of actual costs; however, mileage-basis costs can be used where this is not possible using the official rate set by the Host Organisation.

j. Air travel being paid for in whole or in part through the Award must not exceed the standard class fare (economy or equivalent) for short-haul flights of duration up to four hours and premium economy or equivalent for flights over four hours in duration. Where exceptions to this policy are requested, the Recipient, is expected to seek approval from the Academy, with justification, prior to the purchase of tickets.

k. The Recipient and Host Organisation must comply with the Academy's Revenue Sharing Policy published at the time of award or with any subsequent version of that Policy that requires less of the Recipient and Host Organisation. Failure to comply with that Policy may result in termination of the grant and any other penalties detailed within that Policy.

l. The Award cannot be used to cover shortfalls in funding, including but not limited to topping up uncovered overhead costs on another grant, without obtaining prior written agreement from the Academy.

Royal Academy of Engineering

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. Equity, Diversity and Inclusion

a. The Host Organisation and Recipient will ensure that equity, 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 equity, 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.

5. 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; and

   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 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 threated 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 is 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. No personal data will be disclosed to the Funder in relation to the details of the complaint. The Host Organisation will inform the Academy of any such matter or complaint as soon as possible.

6. Research Management

a. Unless otherwise stated, all awards must be held at an eligible UK institution.

b. It is the responsibility of the Host Organisation and the Recipient to ensure that the Project and associated Grant Activities is organised and undertaken within a framework of best practice that recognises the various factors that may influence or impact on a research project.

c. The Host Organisation must meet the requirements of the Concordat to Support Research Integrity (2025) and subsequent amendments and must have in place formal procedures for governing good research practice and for handling and reporting allegations of scientific fraud or Research Misconduct.

d. The Host Organisation and Recipient must ensure that where the Project, associated research and grant activities are 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.

e. The Host Organisation and the Recipient must ensure that, before the Project or Grant Activities commence 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.

f. 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.

g. 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.

h. 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.

i. 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.

j. 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.

k. The Recipient must declare to the Academy any personal, business or professional activity which conflicts or could conflict with the Permitted Activities.

7. Administration and Changes to Award

a. The Host Organisation must ensure that sufficient resources are provided to support the Permitted Activities described in the Letter of Offer. This includes adequate office and laboratory space and access to essential equipment and facilities.

b. It is the responsibility of the Host Organisation and Recipient to inform the Academy of any significant changes that will or may affect the delivery of the Award. Any requests for changes must be submitted to the Academy at least one (1) month before the changes are due to take effect, or in the case of changes to 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 and budget.

d. No cost extension requests must be made no later than one (1) 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; and
    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. 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 the Recipient's absence.

g. 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 or confirmed in writing by the Academy.

h. 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.

i. 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 (j) below.

j. 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. 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 reserves the right to require the Host Organisation and/or Recipient to complete and submit an interim Financial Statement for a financial year (1st April to 31st March) at any time during the course of the Award, or to provide supplementary information in support of an interim or final Financial Statement and requested information shall be submitted within the timescales specified by the Academy.

c. The Academy may, at its discretion, 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, in particular where details of expenditure by

Partners are required.

d. 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.

e. The Recipient is required to submit all interim reports and Financial Statements within 30 calendar days of the date the report is due.

f. The Recipient is required to submit all final Reports and Financial Statements within three (3) months of the end date of the Award.

g. 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.

h. In the event that a 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.

i. It is the responsibility of the Recipient to submit satisfactory Reports as required. Failure to submit a Report that has been deemed as satisfactory by the Academy can result in Award payments being suspended or withdrawn.

j. The Recipient will not be able to apply or be considered for Academy funding while any overdue Reports or Financial Statements are outstanding.

k. All Financial Statements must be approved by a person with appropriate delegated budgetary authority from the Host Organisation.

l. In the event that interim Financial Statements or Reports are delayed or not submitted, the Academy will place an Award in abeyance until the Academy is satisfied that any outstanding Reports or other information have been submitted. Whilst in abeyance, no further payments will be made to the Host Organisation in respect of the Award.

m. 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; and
   vii. any actual or potential failure to comply with these Conditions of Award.

This includes (but is not limited to) suspicion of or actual fraud, corruption, financial impropriety, research misconduct, bullying or harassment.

n. The Recipient represents and undertakes (and shall repeat such representations on delivery of each

Report) that:

i. all Reports and information provided to the Academy are accurate;
ii. they have diligently made full and proper enquiry of the matters pertaining to the Reports and information given; and
iii. any data they have provided pursuant to an application for an Award may be shared within the powers conferred by legislation with other organisations for the purpose of preventing or detecting crime.

9. 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 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, including nominating an independent auditor to verify annual accounts and maintaining appropriate anti-fraud and corruption controls in accordance with the Fraud Act (2006).

c. Any fraud or theft associated with the Award (including double claiming i.e. claiming the same costs on multiple grants) 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 not permitted without the written agreement of the Academy;
ii. virement into overhead, management or estate costs is not permitted without the written agreement of the Academy;
iii. virement of funds to purchase new items of equipment with a value in excess of £138,000 (including VAT) is not permitted without the written agreement of the Academy. The Academy reserves the right to seek contributions from the Host Organisation for such items; and
iv. virement into or out of the costs of postgraduate studentships is not permitted without written agreement from the Academy.

e. Transfers of funds between all other budget headings are permitted without seeking prior consent from the Academy.

f. Funds can only be transferred and used to meet the cost of activity or activities that meet the agreed aims and objectives of the Project and must not be used to meet costs on any other Award or activity.

g. While approval does not need to be sought to vire funds (except for specific exclusions) the Academy reserves the right to query any expenditure outlined in the final Financial Statement which has not been incurred in line with the Grant Agreement, including any specific requirements outlined in the Letter of Offer.

h. The Host Organisation must ensure that any costs covered by the Award do not duplicate, and are not duplicated by, any other currently existing or future funding award. Academy funding for posts cannot be used as replacement funding; appointments must be made that are in addition to any existing post.

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.

j. Subject to giving reasonable prior notice, 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. Such further information may include but is not limited to financial records and financial procedures associated with the Award, or to appoint any other body or individual for the purpose of such inspection. 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.

k. 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.

l. The Academy reserves the right to ask the external auditors of the Host Organisation for a statement of account for the Award certifying that 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.

m. Upon receipt of the final expenditure statement, the Academy will reconcile the Award expenditure against payments made to ensure that any final payment due from the Academy is only in respect of allowed expenditure incurred within the Award Period and within the allowed Award budget. Any agreed underspend on the Award is to be returned to the Academy. Any overspend must be funded by the Host Organisation.

n. 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.

o. 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.

p. The Host Organisation and the Recipient will comply with all Subsidy Control Laws or any successor legislation and provide such documentation, information and cooperation to the Academy as is necessary to ensure compliance.

10. Equipment

a. 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. Accepted procurement best practice must be observed through consultation of professionally qualified procurement staff where appropriate, and prior to a contract being placed with a supplier.

b. 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.

c. Equipment purchased or substantially improved using the Award must be used primarily to support the Permitted Activities. Items of equipment with a cumulative value of £138,000 (inclusive of VAT) or less are the property of the Host Organisation.

d. Equipment purchased, developed, or substantially improved wholly or mainly by the Award and valued at greater than £138,000 (including VAT) will be the property of the Academy or Funder until ownership is formally transferred, disposed or otherwise agreed, including where such equipment is being kept outside of the UK

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 (including VAT). Where such a request for approval is made the Host Organisation and the Recipient must provide the following information:

    i. The purpose of the proposed purchase/improvement;
    ii. The monetary value of the equipment;
    iii. Provision of three written quotes and details of preferred supplier; and
    iv. such information as the Academy may request 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. The Host Organisation will keep an up-to-date asset register of all equipment valued at more than £138,000 (including VAT) purchased using Award funds throughout the lifecycle of this programme, which shall be provided to the Academy upon request. The asset register must include:
    i. date of acquisition or improvement;
    ii. description of the asset;
    iii. cost, net of recoverable VAT;
    iv. location of the asset for the duration of the Award; and depreciation/amortisation policy applied during the Award period;
    v. details of the final location, if different to the Host Organisation; and
    vi. the individual responsible for all items of equipment purchased through the Award.

h. 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.

i. 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 claim 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).

j. 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, permission should be given for the equipment to be transferred accordingly at no-cost to the Academy and this permission should not be unreasonably withheld.

k. If the Recipient transfers to an overseas organisation after the end of the Award Period, transfer of equipment may be permitted in line with the following:
    i. any equipment that has been fully depreciated will remain the property of the Host Organisation which can agree to transfer the equipment to the new organisation at their discretion
    ii. any equipment with a cumulative residual value of up to £138,000 (including VAT) will remain

the property of the Host Organisation and may not be transferred to an overseas organisation without the approval of the Academy

iii. any equipment with a cumulative residual value of more than £138,000 (including VAT) at the end of the Award Period will remain the property of the Academy or the Funder and may not be transferred to an overseas organisation without the approval of the Academy.

l. The Host Organisation must ensure that any equipment purchased with the Award is appropriately insured and maintained throughout its useful life.

11.Risk Management

a. The Host Organisation and Recipient must, in relation to the Project, consider and appropriately manage risks associated with national security, economic crime and other irregularity including but not limited to:
   i. fraud;
   ii. bribery and corruption;
   iii. espionage;
   iv. theft of research funding, research outputs (including intellectual property) and sensitive information and data;
   v. money laundering;
   vi. data security;
   vii. cyber security;
   viii. tax issues; and
   ix. market abuse.

b. The Host Organisation and Recipient shall notify the Academy as soon as is reasonably practicable of the detection of any of the risks outlined in 11(a), where the risks are relevant to the Project. The Host Organisation and Recipient shall provide details of how they intend to mitigate the risks.

c. The Host Organisation must have adequate policies, procedures and controls to manage risks outlined in 11(a) together with the Information Acts, the UK's Equality Act 2010, the Modern Slavery Act 2015 and the risk of mismanagement in connection with the use or administration of the Award. The Host Organisation shall procure that any Partners also comply with such policies, procedures and controls, and will provide copies of its policies, procedures and controls to the Academy upon request.

d. The Host Organisation, Recipient and all Partners will at all times comply with all applicable Laws, statutes and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010.

e. The Academy will have the right, at its discretion, to require the Host Organisation to undertake a risk assessment of the Project and any Partners, (including but not limited to national security and economic crime) in a form to the satisfaction of the Academy.

f. All cases of fraud, theft, error or other financial irregularity (whether proven or suspected) relating to the Project must be notified to the Academy as soon as they are identified. The Host Organisation shall explain to the Academy what steps are being taken to investigate the irregularity and will keep the Academy informed about the progress of any such investigation. The Academy may however request that the matter be referred to external auditors or other third party as required. The Host Organisation undertakes to provide all reasonable assistance to the Academy, external auditors or other third parties for the purpose of investigating fraud, theft, error or other financial irregularity, if so requested.

g. The Academy will have the right, at its absolute discretion, to require the Host Organisation and Recipient to address any actual or suspected risks associated with and/or to suspend future payment of the Award. The Host Organisation may be required to provide statements and evidence to the

Academy as part of pursuing sanctions, criminal or civil proceedings.

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, the dissemination of information and monitoring and reporting, 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. Nothing in this paragraph 12 shall prevent the Academy disclosing to its Funders any relevant information (including where such information is or may be confidential information) obtained from the Recipient and Host Organisation:
    i. for the purpose of the examination and certification of the Funders accounts; or pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Funder has used its resources;
    ii. to any government department, consultant, contractor or other person engaged by the Academy or Funder to carry out an evaluation of the funding provided to the Academy, provided it only discloses the information which is necessary for the purpose concerned and is treated in confidence and that a confidentiality undertaking is given where appropriate; or
    iii. where disclosure is required by Law, including under the Information Acts.

e. The Host Organisation and Recipient acknowledge that the Academy may, on request from the Funder or any of its agents, 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.

f. 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 are expected to adopt the principles, standards and good practice for the management of research staff set out in the Concordat on Open Research Data (2016) and subsequent amendments.

b. The Academy expects the Host Organisation and Recipient to 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.

c. The Academy expects the Host Organisation and Recipient to ensure that generated research data is managed within the constraints of relevant legal, ethical and regulatory frameworks, including protecting the confidentiality, privacy and consent of any individuals involved with the research.

d. The Academy expects the Host Organisation and Recipient to 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.

e. The Academy expects all Recipients, as users of research data to 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 Recipient and Host Organisation will use reasonable efforts to ensure that intellectual assets, obtained in the course of the Grant Activities, whether or not protected by Intellectual Property Rights, are used for the benefit of UK society and the UK economy unless exceptionally noted within the letter of offer for example for global benefit programmes.

b. The Host Organisation and Recipient guarantee that the results and findings from the Grant Activities funded in full or in part by the Award will be published as soon as possible in line with the Academy's Open Access Position Statement. However, the publication or release of such findings may be reasonably delayed enabling protection of any Intellectual Property.

c. The Host Organisation and Recipient may also withhold from publication any information which may prejudice anticipated commercial exploitation by the Host Organisation and Recipient. For the avoidance of doubt and in line with the above, recipients of funding aimed at supporting entrepreneurship would broadly be considered as falling into this category.

d. The Host Organisation and Recipient are expected to adopt the principles, standards and good practice for public engagement set out in the Concordat for Engaging the Public with Research (2010). The Host Organisation must create an environment whereby public engagement is valued, recognised and supported, so that the principles of the Concordat are embedded into practice.

e. The Recipient must acknowledge the support of the Academy (ROR ID: https://ror.org/0526snb40) and the Funder (including their ROR ID where available) 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 and any Grant DOI if provided by the Academy and where appropriate.

f. The Host Organisation must ensure that it obtains the prior approval of the Academy's Press and Public Relations Section on any press statements associated with the Award.

g. The Recipient is expected to follow acknowledged good practice when publishing the results of their research as detailed in guidelines issued by, for example, the Committee on Publication Ethics, the Council Science Editors and the ARRIVE guidelines.

h. 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, Background Intellectual Property Rights shall remain owned or controlled by the relevant Party or Funding Recipient.

b. Unless stated otherwise in the Letter of Offer, the ownership of any Intellectual Property developed through the Award and responsibility for its identification, protection, management and exploitation rests with the Recipient and Host Organisation.

c. 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, as defined in the Letter of Offer, is in place by the commencement of the Award and where applicable follows the principles on international research collaboration outlined by the National Protective Security Authority guidelines on Trusted Research.

d. It is the responsibility of the Host Organisation and all engaged in the research to make every effort to ensure that any potentially valuable results obtained in the course of the research are appropriately protected and exploited and used to the benefit of society and the economy.

e. 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 (i.e. Government Funder) and arrange for its exploitation for national benefit and that of the Recipient, Host Organisation and Partners involved.

f. Ownership of any Third Party software or any other intellectual property rights necessary to deliver the research with remain with the relevant Third Party.

g. The Recipient and Host Organisation will be responsible for obtaining and maintaining all appropriate licenses to use any Third Party software.

h. The Host Organisation and Recipient, where applicable, will at all times during and after the Award ensure they have obtained the relevant agreement of any Third Party before any additions or variations are made to any standard 'off-the-shelf' versions of any Third Party software and other intellectual property material.

16.Insurance and Security

a. It is the responsibility of the Host Organisation and Recipient to ensure that appropriate insurance is obtained for any individual employed in relation to the Grant Activities, including students, 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 Organisation shall have full regard to the National Security considerations set out in the Grants Functional Guidelines published by the UK Government Cabinet Office, as may be amended from time to time and ensure that the Grant Activities conducted with the Award do not prejudice compliance with the Grants Functional Guidelines.

b. The Recipient and Host Organisation shall have full regard to the information provided by the 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.

c. The Recipient and Host Organisation must ensure that the Project and any acquisitions made are compliant with all relevant legislation including but not limited to the National Security and Investment (NSI) Act 2021, Export Controls, Academic Technology Approval Scheme, sanctions regimes and the National Security Act (2023). The Host Organisation may be required to notify the government about any relevant activity.

d. The Host Organisation will ensure that researchers and research staff are aware of the regulatory framework under 17(a), 17(b) and 17(c) and highlight that they apply to applied research collaborations, and intangible items such as knowledge and Intellectual Property, as well as physical goods.

e. 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 Recipient, the Recipients' work and partners thereto, Host Organisation or the Award, including any suspected breach of paragraph 17(a), 17 (b) and 17(c).

f. The Academy will immediately suspend the Award and may require the Host Organisation to repay the Award if the Host Organisation or Recipient are found to be in breach of any relevant legislation.

18.Environmental

a. The Recipient and the Host Organisation shall comply with BIST's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

b. The Recipient and the Host Organisation shall pay due regard to the use of recycled products, so long as they are not detrimental to provision of the activities under the Award or to the environment, to include the use of all packaging, which should be capable of recovery for re-use or recycling.

c. The Recipient and Host Organisation shall take all possible precautions to ensure that any equipment and materials used in the activities funded by the Award do not contain chlorofluorocarbons, halons or any other damaging substances, unless unavoidable, in which case the Academy should be notified in advance of their use.

d. The Recipient and Host Organisation shall endeavour to reduce fuel emissions wherever possible.

e. The Academy expects the Recipient and their Host Organisation to play a key role in minimising the environmental impact of their research through using the most sustainable methods possible and prioritising sustainability over cost, this includes for example considering the most environmentally sustainable data processing and storage methods.

f. The Recipient and the Host Organisation shall adopt the principles, standards and good practice underpinning the Concordat for the Environmental Sustainability of Research and Innovation Practice.

19.Limitation of Liability

a. The Academy and any of its partners accept 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 (including tax

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) including, for the avoidance of doubt, any Third Party claims.

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 those outlined in the Conditions of Award and Permitted Activities or for any purpose that is not charitable under the laws of England and Wales;
    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 of the Award 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 (including but not limited to information relating to Export Control, National Security or Subsidy Control);
    vi. the Recipient, any person working on the Award or any member of the governing body, employee or volunteer of the Host Organisation has:
        (i) 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
        (ii) 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 Award 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 Recipient and/or Host Organisation is found to be negligent with respect to the management of the Award;
    ix. the Host Organisation or any of its Partners (whose involvement is essential to the successful delivery of the Grant Activities) becomes 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
    x. the Host Organisation and/or Recipient fails to comply with any of the Grant Agreement; or

xi. the Host Organisation and/or Award Holder, in the opinion of HMRC, engages in any tax evasion or aggressive tax avoidance.

d. 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.

e. 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 my 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 (including these Conditions of Award and the Letter of Offer), and any and claims arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), 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.