Royal Academy of Engineering

Conditions of Award

Royal Academy of Engineering Scholarships and Bursaries

These Conditions of Award set out the terms and conditions for Royal Academy of Engineering Bursaries and Scholarships. 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 Award Holders, which together form the Grant Agreement. The Policy and Positions Statements may be updated periodically.

Failure to comply with the Grant Agreement will lead to termination of the Award and, in accordance with paragraph 11(b) 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.

In accordance with paragraph 11(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 application of the Grant Agreement as set out in the Letter of Offer, commencing on the start date confirmed by the Award Holder in the manner indicated by the Academy and any Funders.

d. **Award Holder**: the person to whom the grant has been awarded and who has responsibility for administering the Award, as specified in the Letter of Offer

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

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

g. **Funder:** the Academy's partner 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 Award Holder 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 Award Holder.

i. **Grant Activities:** the activities which are actually carried out by the Award Holder using the Award.

j. **Grant Agreement**: the Letter of Offer, these Conditions of Award, 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. **Mentor:** where applicable, the individual or individuals responsible for providing Mentorship to the Award Holder during the course of the Award and reviewing progress against intended objectives.

l. **Permitted Activities**: those activities which the Award Holder is permitted to use the Award for as set out in the Letter of Offer.

m. **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 Award Holder and Grant Activities which can be found on the Royal Academy of Engineering's website and are a component of the Grant Agreement.

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

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 Award Holder agrees to comply with the Grant Agreement.

b. These Conditions of Award outline the funding arrangements between the Academy and the Award Holder. 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 Award must not be used to fund any activity other than the Permitted Activities.

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 and the Academy shall reimburse reasonable costs consistent with the Academy's Policy and Position Statements.

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.

3. Equity, Diversity and inclusion

a. The Award Holder is expected to commit to the principles of the Academy's Policy and Position Statements.

4. Administration

a. It is the responsibility of the Award Holder to inform the Academy of any significant changes that will or may affect the Award. Any changes must be submitted to the Academy at least one (1) month before the changes are due to take effect.

b. The Award Holder must inform the Academy without delay of:

   i. any factors that may adversely affect the reputations of the Award Holder and/or the Academy. This includes (but is not limited to) negative media coverage, legal disputes, safeguarding incidents, public cases of misconduct)
   ii. any change to the status of the Award Holder

iii. any financial or other difficulties experienced which might affect the ability of the Award Holder to comply with the Grant Agreement;
iv. any cessation and event or circumstance that is likely to affect the Award.

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

5. Educational requirements

a. The Award Holder will remain enrolled at the educational institute set out in the Letter of Offer. Request to change the educational institute or course details must be submitted for approval to the Academy in writing. The Academy reserves the right to withdraw the Award if, acting reasonably, it deems the changes not to be consistent with the aim of the scheme. If any variation is approved the Academy reserves the right to adjust the payment and reporting schedule detailed in the Letter of Offer at its absolute discretion.

b. The Award is subject to the Award Holder fulfilling any outstanding conditions of admission or registration and providing evidence of enrolment or progression as detailed in the Letter of Offer.

6. Reporting

a. The Award Holder is required to submit Reports and, as required, 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 Award Holder at any time in relation to the Award and its expenditure, and the Award Holder 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. The Award Holder is required to submit all interim Reports and Financial Statements as required in the Letter of Offer.

e. If there are exceptional reasons that will prevent submission of the final Report within the period allowed, a written request for an extension may be submitted no later than ten (10) working days before the due date.

f. The Award Holder will not be able to apply or be considered for any other Academy funding while any overdue reports are outstanding.

7. Financial Management

a. The Academy will pay the Award in line with the agreed payment schedule in the Letter of Offer. Amendments to the schedule can be agreed on request (and at the Academy's absolute discretion).

b. The Award Holder 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.

c. The Award holder 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.

8. Data Protection

a. As stipulated in the Academy's Policy and Position Statements, the Academy, and where applicable any Funders, will use information provided in the application for processing the application, making any

consequential award, for the 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 the Award 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 Funders website and other publicly available databases, and in reports, documents and mailing lists.

c. During and following completion of the Award Period, the Academy may contact the Award Holder 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 Award Holder 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 8 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:
   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 Award Holder acknowledges that the Academy may, on request from the Funder or any of its agents, share contact details of the 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.

9. Publication and Publicity

a. The Award Holder 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.

10. Limitation of Liability

a. The Academy and any of its Funders 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.

11. Variation, Suspension and Termination

a. The Academy reserves the right to amend the Grant Agreement (including these Conditions of Award, the 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 Award Holder in writing.

b. The Academy reserves the right to terminate or suspend the Award at any time, subject to reasonable notice if the Award Holder fails to comply with the Grant Agreement.

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 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, acting reasonably, does not believe that the Grant Activities for which the Award is provided for will be met;
   iii. the Recipient provides or has provided the Academy with any materially misleading, inaccurate or false information;
   iv. the Recipient fails to comply with 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 Award payments. The Recipient will fully indemnify the Academy in respect of any claims brought in this regard.

12. 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 and conditions which will continue in force.