Royal Academy of Engineering

Conditions of Award

Royal Academy of Engineering Basic Grant Schemes

These Conditions of Award set out the standard terms and conditions for the Royal Academy of Engineering's non-Research 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 Recipient must ensure that those supported by the Award and their Partners 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 17(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 17(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 any Recipient in the manner indicated by the Academy and any Funders.

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

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

f. **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.

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

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

i. **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.

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

k. **Financial Statement:** a document to be submitted to the Academy that sets out, (i) the actual expenditure incurred by the 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 Recipient.

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

m. **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.

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

o. **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.

p. **Intellectual Property**: includes all inventions, discoveries, materials, technologies, products, data, algorithms, software, patents, databases, copyright and trade secret.

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

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

s. **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.

t. **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).

u. **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.

v. **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 Recipient and the Grant Activities and which are a component of the Grant Agreement.

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

w. **Recipient:** the person or organisation to whom the grant has been awarded and who has responsibility for the Grant Activities, intellectual leadership and overall management of the Project 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.

w. **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 its Funders as stipulated within the Letter of Offer.

x. **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.

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

z. **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).

aa. **Third Party** means any person other than the Recipient or the Academy.

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.

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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 agrees 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 Recipient 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 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 Recipient from HMRC;
viii. fund contributions in kind
ix. fund interest payments or service charge payments for finance leases;
x. make 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 Recipient 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; and
xv. fund the depreciation, amortisation or impairment of assets owned by the Recipient
xvi. fund the acquisition or improvement of assets owned by the Recipient 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 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.

k. The Award cannot be used to cover shortfalls in funding, without obtaining prior written agreement from the Academy.

3. Equity, Diversity and Inclusion

a. The 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 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.

4. Duty of Care and Safeguarding

a. 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 Recipient 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 their own policies and procedures in relation to preventing exploitation, abuse and harassment at all times, including reporting such matters to any relevant authorities.

d. 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 Recipient acknowledges 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, 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 Recipient will inform the Academy of any such matter or complaint as soon as possible.

f. The Recipient 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 Grant Activities take place off-site.

g. 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.

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

5. Administration and Changes to Award

a. It is the responsibility of the 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.

b. 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.

c. 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.

d. The maximum No Cost Extension permitted is defined in the Letter of Offer.

6. 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 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 at any time in relation to the Award and its expenditure, and the Recipient 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 any other 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 Recipient.

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 Recipient in respect of the Award.

m. The Recipient 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 Recipient and/or the Academy;
   iii. any change to the status of the Recipient or the status of any other participant;
   iv. any financial or other difficulties experienced which might affect the ability of 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.

7. 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 Recipient in advance of need. Amendments to the schedule will be considered by the Academy (acting at its absolute discretion).

b. The Recipient 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 Recipient 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 overhead, management or estate costs is not permitted without the written agreement of the Academy;
   ii. virement of funds to purchase new items of equipment with a value in excess of £10,000 (including VAT) is not permitted without the written agreement of the Academy.

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

e. 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.

f. 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.

g. The 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 Recipient all Award payments already made.

h. 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 Recipient agrees to grant the Academy and any other body or individual acting on behalf of the Academy access to such sites and information.

i. The 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.

j. The Academy reserves the right to ask the external auditors of the Recipient for a statement of account for the Award certifying whether the expenditure has been incurred in accordance with the Grant Agreement and the Recipient shall procure that the requested statement is provided in a timely fashion.

k. 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 returned to the Academy. Any overspend must be funded by the Recipient.

l. Where the Recipient resigns the Award, payments by the Academy will be paid up to the date of transfer or resignation. The Recipient 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 Recipient.

m. 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.

n. 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.

8. Equipment

a. The Recipient 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 Recipient must make available full details of the procurement decision making process for any purchase relating to the Award.

c. Equipment purchased or substantially improved using the Award must be used primarily to support the Permitted Activities.

d. The Recipient must obtain the prior written approval of the Academy to purchase any equipment with a value in excess of £10,000 (including VAT). Where such a request for approval is made the Recipient must provide the following information:

    a. The purpose of the proposed purchase/improvement;
    b. The monetary value of the equipment;
    c. Provision of three written quotes and details of preferred supplier; and
    d. such information as the Academy may request to ensure compliance with Funder requirements and UK legislation as detailed in the Letter of Offer.

e. 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.

f. The Recipient 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:

a. date of acquisition or improvement;
b. description of the asset;
c. cost, net of recoverable VAT;
d. location of the asset for the duration of the Award; and depreciation/amortisation policy applied during the Award period;
e. details of the final location, if different to the Host Organisation; and
f. the individual responsible for all items of equipment purchased through the Award.

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 Grant Activities.

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 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).

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

9. Risk Management

a. The 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 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 Recipient shall provide details of how they intend to mitigate the risks.

c. The 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.

d. The Academy will have the right, at its discretion, to require the Recipient 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.

e. 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 Recipient 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 Recipient 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.

f. The Academy will have the right, at its absolute discretion, to require the Recipient to address any actual or suspected risks associated with and/or to suspend future payment of the Award. The Recipient may be required to provide statements and evidence to the Academy as part of pursuing sanctions, criminal or civil proceedings.

10. 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 funding partner'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:

   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 Recipient acknowledge 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.

11. Publication and Publicity

a. 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.

b. The Recipient 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.

c. 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.

12. Intellectual Property

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.

13. Insurance and Security

a. It is the responsibility of the 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 will comply with their own guidelines and/or consider carefully the risks involved in 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 Recipient and funded using the Award.

14. National Security

a. The Recipient 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 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 Recipient 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 Recipient may be required to notify the government about any relevant activity.

c. The Recipient will comply with the Academy's Policy and Position Statements and shall report to the Academy as soon as possible after the Recipient becomes, or are made aware of, national security concerns arising in relation to the Recipient, the Recipients work or the Award, including any suspected breach of paragraph 14(a), and 14(b).

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

15. Environmental

a. The Recipient 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 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 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 shall endeavour to reduce fuel emissions wherever possible.

e. The Academy expects the Recipient to minimise the environmental impact of their Grant Activities 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.

16. Limitation of Liability

a. The Academy and any of its partners accept no responsibility for costs or liabilities arising from the Grant Activities, other than those set out in the Grant Agreement or otherwise agreed in writing.

b. The Recipient 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 Recipient, or any other person working on the Award (including employees, students, visiting fellows and subcontractors of the Recipient).

17. Variation, Suspension and Termination

a. The Academy reserves the right to amend the Grant Agreement (including these Conditions of Award, related Appendices, 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 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 Recipient 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 Recipient uses any part of an Award to fund activities other than those outlined in the Conditons and Permitted Activities or for any purpose that is not charitable under the laws of Englang 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 Grant Activities of the Award will be met;
iv. the Recipient obtains funding from a third party which, in the reasonable opinion of the Academy, is likely to bring the reputation of the Recipient, work of the Recipient, or the Academy into disrepute;
v. the 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 Grant Activities or any trustee, employee or volunteer of the Recipient has:
    1. acted dishonestly or negligently at any time and directly or indirectly to the detriment of the work of the 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 Recipient 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 Recipient is found to be negligent with respect to the management of the Award;
ix. the Recipient 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
x. the Recipient fails to comply with the Grant Agreement; or
xi. the Recipient, 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 Award payments. The Recipient 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 Recipient (including any sum that the 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 Recipient under the Grant Agreement or under any other agreement or contract with the Academy.

18. 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.