

## Conditions of Award - Royal Society Funding Schemes

These Conditions of Award set out the standard terms and conditions for all Royal Society Awards. The Conditions of Award should be read in conjunction with the Award Letter and the Royal Society Policy and Position Statements applicable to Award Holders, which together set out the terms and conditions of the Award. The Policy and Position Statements can be found on the Royal Society's website ([www.royalsociety.org](http://www.royalsociety.org)) or are available in hard copy on request. These may be updated periodically.

The Host Organisation and the Award Holder (or - where there is in exceptional circumstances no Host Organisation - the Award Holder) must ensure that the Award Holder, others supported by the Award and collaborators are made aware of their responsibilities and comply with these Conditions of Award, the Policy and Position Statements and the Award Letter. Failure to comply with these terms and conditions will lead to termination of the Award and the Society reserves the right to recover grant monies in part or full.

### **1 Data Protection**

- (a) The Society 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, and general Society business.
- (b) To meet the Society's obligations for public accountability and the dissemination of information, details of Awards are also to be made available on the Society's web site and other publicly available databases, and in reports, documents and mailing lists.

### **2 Value of the Award**

- (a) The value of the Award is stipulated in the formal Award Letter. The Society will not increase the value of the Award at a later stage. The Host Organisation will return to the Society any amount of the Award which remains unspent at the end of the Award Period and the Society will be entitled to recover the same as a debt.

### **3 Employment**

- (a) The Society will not become an employer of the Award Holder or any other third party as a result of the provision of this Award. Therefore 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 is expected to adopt the principles, standards and good practice for the management of research staff set out in the revised Concordat (2007) for the Career Management of Contract Research Staff, 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 Research management**

- (a) Unless otherwise stated, all awards must be held in a UK university or not-for-profit research organisation (except for Research Council Institutes).
- (b) It is the responsibility of the Host Organisation and the Award Holder to ensure that the research is organised and undertaken within a framework of best practice that recognises the various factors that may influence or impact on a research project.
- (c) The Host Organisation must have in place formal written procedures for the handling of allegations of scientific fraud or research misconduct.
- (d) The Host Organisation and the Award Holder must ensure that, before the research commences and during the full Award Period, all the necessary ethical, legal and regulatory requirements in order to conduct the research are met, and all the necessary licences and approvals have been obtained.
- (e) The Host Organisation and the Award Holder must ensure that research involving the use of animals falls within the regulations laid down in the 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 of UK legislation.
- (f) The Host Organisation and the Award Holder will jointly and severally indemnify the Society against any liability incurred by it howsoever arising for the breach by either the Host Organisation or the Award Holder of clauses 4(d) and (e) above.

## **5 Administration**

- (a) The Host Organisation must ensure that sufficient resources are provided to support the activities described in the Award Letter. This includes adequate office and laboratory space and access to essential equipment and facilities.
- (b) The Host Organisation must complete and return a reconciliation statement within 3 months of the end date of the Award period. Once the reconciliation statement has been received and the expenditure incurred has been reconciled against payments made, it will be considered as final. The purpose for the reconciliation is to ensure that any under spend on the Award is being returned to the Society. The Society will not increase the value of the original Award.
- (c) The Society reserves the right to require the Host Organisation to complete and submit a reconciliation statement at any time during the course of the Award, or to provide supplementary information in support of an interim or final reconciliation statement.
- (d) In the event that requested interim or final reconciliation statement is delayed, the Host Organisation's staff or affiliated / visiting researchers will not be able to apply or to be considered for Royal Society funding until such a statement has been received and any under spend returned.
- (e) All payments may be recovered if the statement is not received within 6 months of the end of the Award.

## **6 Reporting**

- (a) The Award Holder (where the Award Period is greater than one year) must submit an annual report on the progress of the research funded by the Award (or more often at the Society's reasonable request).
- (b) The Award Holder must submit a final report on the research funded by the Award within three months of the end of the Award Period.
- (c) If there are exceptional reasons that will prevent submission of the final report within the period allowed, a written request may be made, before the due date passes, for the submission period to be extended.
- (d) In the event that interim or final reports are delayed, the Award Holder will not be able to apply or to be considered for Royal Society funding until the report has been submitted and declared satisfactory.
- (e) All payments may be recovered if the report is not received within 6 months of the end of the Award.

## **7 Financial management**

- (a) The Host Organisation must ensure proper financial management of the Award and accountability for the use of public and charitable funds.
- (b) Funding cannot be vired between budget headings without prior written agreement from the Society.
- (c) The Host organisation must ensure that all costs covered by a Royal Society Award do not duplicate any other currently existing or future funding award. Furthermore, Royal Society cannot be used as replacement funding; appointments must be made in addition to any existing post
- (d) The Society reserves the right to have reasonable access to inspect the records and financial procedures associated with the Award or to appoint any other body or individual for the purpose of such inspection.
- (e) The Society reserves the right to ask from 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 Conditions of Award.

## **8 Equipment**

- (a) The Host Organisation must ensure that procurement of equipment, consumables and services provided by the Award complies with all relevant national and EU legislation and the Host Organisation's own procedures for the procurement of equipment.
- (b) The Host Organisation must ensure that equipment purchased with Society funds is appropriately insured and maintained throughout its useful life.
- (c) Equipment funded by the Award is specifically for the Award Holder's research. Items of equipment valued at less than £10,000 are the property of the Host Organisation. In the event that the Award Holder transfers to another Host Organisation during the Award Period, permission should be given for the equipment to be transferred accordingly at no cost and this permission should not be unreasonably withheld. Items of equipment purchased, developed, or improved wholly, or mainly by the Award and valued at greater than £10,000 remain the property of the Society. The Society reserves the right to request that this equipment be transferred with the Award Holder on transfer to another Host Organisation during the Award Period or within one year of the end of the Award Period. Once equipment of a value above

£10,000 ceases to be used by the Award Holder during the Award Period, the Society shall be paid a proper proportion of the value of the equipment.

## **9 Publication and publicity**

- (a) The findings from the research funded by the Award are to be made freely available to the broader scientific community as soon as possible. However, the publication or release of such findings may be reasonably delayed to enable protection of any intellectual property. It is the responsibility of the Award Holder and the Host Organisation to actively communicate the findings from the research to the public at the relevant local, national or international level.
- (b) The Society's contribution - and where applicable that of private donor(s) supporting the Award through the Society - should be acknowledged in all publications and presentations.
- (c) The Society's Press and Public Relations Section should be notified when research papers associated with the Award are published.
- (d) The Host Organisation must ensure that it obtains the prior approval of the Society's Press and Public Relations Section on any press statements associated with the Award which may be issued. Commercial exploitation and intellectual property rights

## **10 Commercial exploitation and intellectual property rights**

- (a) Unless stated otherwise, the ownership of Society funded intellectual property (IP), and responsibility for its identification, protection, management and exploitation, rests with the Host Organisation.
- (b) 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 exploited, and that there is a suitable return to Host Organisation and the researchers from any such exploitation. The Host Organisation must ensure that all those associated with the research are aware of, and accept, the arrangements for exploitation.
- (c) Any collaborative arrangements must be put on a formal basis through an agreement covering the contributions and the rights of the organisations and individuals involved with regards to exploitation. The agreement must set out that the Host Organisation is not restricted in its future research capability, that all applications of the intellectual property are developed in a timely manner and that the substantive results of the research are published within an agreed period.

## **11 Limitation of liability**

- (a) The Society accepts no responsibility for costs or liabilities arising from the research funded by the Award, other than those set out in these Conditions of Award, or otherwise agreed in writing.
- (b) The Host Organisation, any Award Holder or any other person working on the Award (including but not limited to employees, students, visiting fellows and subcontractors) will indemnify the Society against any claims for compensation or against any other claims (whether under any statute or regulation or at common law) for which the Host Organisation may be liable as an employer or otherwise or for which any other person working on the Award may be liable.

## **12 Variation and termination**

- (a) The Society reserves the right to amend these Conditions of Award, the Society's Policy and Position Statements, and any terms and conditions in the Award Letter at its absolute discretion. Any change to the Conditions of Award or the Policy and Position Statements will be notified on the Society's website.
- (b) The Award Holder or the Host Organisation must inform the Society without delay of any change to the status of the Award Holder or the Host Organisation which might affect their ability to comply with these Conditions of Award.
- (c) An Award will normally be terminated if a contract of employment between the Host Organisation and Award Holder is terminated.
- (d) The Award Holder must inform the Society as soon as practicable of any significant divergence from the original aims and directions of the research project that is being funded by the Award.
- (e) The Society reserves the right to terminate or suspend the Award at any time, subject to reasonable notice. If an Award is terminated, 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 Society and the Host Organisation will fully indemnify the Society in respect of any claims brought against the Society in this regard.

## **13 Governing law and jurisdiction**

- (a) These Conditions of Award shall be governed by the laws of England and Wales. All matters relating to the terms and conditions will be subject to the exclusive jurisdiction of the courts of England and Wales.
- (b) If any provision of these terms and conditions 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.