

Conditions of Award

Future Leader – African Independent Research (FLAIR) Fellowships

These Conditions of Award set out the standard terms and conditions for the Future Leaders – African Independent Research (FLAIR Fellowships). The Conditions of Award should be read in conjunction with the Award Letter and the FLAIR 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 (<https://royalsociety.org/grants-schemes-awards/grants/about-grants/>) or are available in hard copy on request. These may be updated periodically.

The Host Organisation 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.

The Royal Society reserves the right to vary the conditions of award at any time without prior notification.

1. Definitions

- a. **The Royal Society:** a charity registered in England with number 207043, acting through its Council, who are Trustees under charity legislation. The Royal Society is the body responsible for funding and post award management of the FLAIR fellowship.
- b. **The African Academy of Sciences:** the body responsible for delivering the post award support programme of training, engagement, networking and mentoring of FLAIR Fellows in partnership with the Royal Society.
- c. **The FLAIR Partners:** The FLAIR partners are the Royal Society and the African Academy of Sciences.
- d. **Award:** monetary value providing support for a proportion of the full costs of a Project or Fellowship as specified in the Award Letter.
- e. **Award Letter:** the letter from the Royal Society to the principal Award holder specifying the value and tenure of the grant that has been awarded.
- f. **Award Holder(s):** the person or persons to whom the grant has been awarded and who has responsibility for the intellectual leadership and overall management of the research. The Award Holder is either the Principal Investigator or any co-applicant as specified in the Award Letter, or a Research Fellow.
- g. **Award Period:** the period of the Award as set out in the Award Letter, commencing on the start date confirmed by the Host Organisation in the manner indicated by the Society.
- h. **Data:** includes computational or curated data, and data that are produced by an experimental or observational procedure.
- i. **Financial report:** a form that must be completed by the Host Organisation and submitted to the Royal Society that sets out (i) the actual expenditure incurred by the Host Organisation during the Award period on the Award, (ii) the total amount awarded by the Royal Society in respect of the Award, and (iii) and additional information that the Royal Society requests from the Host Organisation.
- j. **Host Organisation:** the African University, research institution or other body at which some or all of the research funded by the award will be carried out or which employs one or all of the Award Holder(s), and which takes responsibility for the management of the research project and the accountability of funds provided.
- k. **Intellectual Property:** includes all inventions, discoveries, materials, technologies, products, data, algorithms, software, patents, databases, copyright and general knowledge
- l. **Report:** a form on which the Host Organisation reports on the activities undertaken during the award period that must be completed by the Principal Award Holder and/or the co-applicant(s) or by a Research Fellow and submitted to the Royal Society.
- m. **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.

- n. **Flexi-Grant®**: the Royal Society's online grants and awards management system.

2. The Award

- a. The Award is made by the Royal Society to the Award Holder as stipulated in the award letter. The terms and condition of award outline the funding arrangements between the Royal Society and the Award Holder.
- b. These Conditions of Award outline the responsibilities of the Award Holder to the Royal Society. Failure to meet the Conditions of Award or responsibilities to either the Royal Society or African Academy of Sciences may result in the Award being withdrawn.
- c. The value of the Award is stipulated in the formal Award Letter. The Royal Society will not increase the value of the Award at a later stage. The Host Organisation will return to the Royal Society any amount of the Award which remains unspent at the end of the Award Period.
- d. The Award will not be used to fund activity that may be political in intention, use or presentation, nor to propagate a particular religion.
- e. The Award is used only for activities that are eligible as Official Development Assistance ("ODA"), consistent with a focus on the primary aim of the award to address poverty in the target country/region.

3. Employment

- a. The Royal 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. Good practice guidelines are set out in the UK Concordat to Support the Career Development of Researchers (2008) 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 Sub-Saharan African University or not-for-profit research organisation.
- 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 should meet the requirements of the Concordat to Support Research Integrity (2012) 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 Award Holder must ensure that where research is being conducted collaboratively, and particularly within interdisciplinary or international partnerships, that there is a clear agreement on and articulation of the standards and frameworks that will apply to the work. For any breaches of these conditions of award, whether by the Award Holder or a partner, the Award Holder will be held accountable'.
- 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 [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 of UK legislation.
- f. The Society endorses the principle of the NC3Rs ([replace, refine and reduce](#)) 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.
- g. Award holders using animals must implement and adhere to the principles detailed in the [Responsibility in the Use of Animals in Bioscience Research](#) guidelines.
- h. Award holders using non-human primates must comply with the NC3Rs guidelines on [Primate Accommodation, Care and Use](#).
- i. The Host Organisation and Award Holder must ensure that the relevant Home Office license(s) and any ethical, legal and regulatory requirements have been obtained prior to

commencement of the research, and are in place for the full duration of the award period.

- j. The Host Organisation is responsible for ensuring that a safe working environment is provided for all individuals associated with a research project, and must meet all regulatory and legislative requirements as recommended by the local Health and Safety Executive, and will include appropriate care where researchers are working off-site.
- k. The Host Organisation and the Award Holder must notify the Royal Society of any changes in status that might affect the eligibility to hold an award.
- l. The Host Organisation and the Award Holder will jointly and severally indemnify the Royal Society against any liability incurred by it howsoever arising for the breach by either the Host Organisation or the Award Holder of clauses (e) and (f) above.

5. Administration

- a. The Host Organisation and Award Holder must ensure that the grant is only to be used to support the activities outlined in the application.
- b. The Host Organisation must ensure that the Award is used only for the activities specified in the conditions of award and award letter, and are compliant with the terms of the UK Equality Act 2010.
- c. The Host Organisation and Award Holder must formally accept the award online through Flexi-Grant® within 20 working days (or 4 weeks) of the offer letter being issued.
- d. 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.
- e. The Host Organisation must complete and return a reconciliation statement within 3 months of the end date of the Award period. The completed final reconciliation statement received by the Royal Society represents the final statement of expenditure for the Award. In calculating the final reconciliation statement the host institution should use the exchange rate stated in OANDA (www.oanda.com). The Royal Society is not obliged to make any further payments in respect of the Award once it has received the final statement. The Royal Society will reconcile the expenditure incurred against payments made to ensure that any under spend on the Award is returned to the Royal Society. Funding cannot be moved between budget headings to cover the cost of an over spend, any overspend must be met by the Host Organisation.

- f. Following a final reconciliation of the grant the host organisation must return any unspent funds to the Royal Society within 30 days. All refunds to the Royal Society must be provided in GBP. Host organisations must use the exchange rate stated on OANDA (www.oanda.com) on the date of the refund.
- g. The Royal Society reserves the right to require the Host Organisation to complete and submit a statement of expenditure for a financial year (1st April to 31st March) at any time during the course of the Award to the Royal Society, or to provide supplementary information in support of an interim or final statement of expenditure.
- h. In the event that the requested interim or final statements of expenditure are 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.
- i. All payments may be recovered by the Royal Society if the statement is not received within 6 months of the end of the Award.

6. Reporting

- a. The Award Holder must fulfil the financial and non-financial reporting requirements which will include:
 - i. Quarterly financial reports - Award Holders will be required to submit quarterly financial reports to the Royal Society, the report will outline spend incurred during the completed quarter (reporting period) and projected spend for the next quarter.
 - ii. Annual progress reports - Award holders will be required to submit an annual report to the Royal Society outlining the progress made on their fellowships at the end of March each year.
 - iii. Other reports as required by the Royal Society.
 - iv. All reports must be submitted by the dates specified in the Award Letter.
- 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 to the Royal Society, before the due date passes, for the submission period to be extended.
- d. In the event that interim financial or progress reports are delayed or not submitted, the Award Holder's future

payments will be withheld by the Royal Society until a satisfactory report has been submitted.

- e. In the event that final reports are delayed, the Award Holder will not be able to apply to or be considered for Royal Society funding until the report has been submitted and declared satisfactory.
- f. It is the responsibility of the Award Holder to submit satisfactory reports, as required, and according to the conditions set out in your Award Letter and conditions of award, and at the request of the Royal Society. Failure to submit a report that has been deemed as satisfactory by the Royal Society can result in the award being suspended or withdrawn.
- g. All payments may be recovered by the Royal Society 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, and ensure that formal audit standards and procedures exist for maintaining appropriate anti-fraud and corruption controls in accordance with the UK Fraud Act (2006). Any fraud associated with the award must be notified to the Royal Society immediately.
- b. Funding cannot be moved between budget headings without prior written agreement from the Royal Society.
- c. The Host Organisation must ensure that any costs covered by a FLAIR Award does not duplicate any other currently existing or future funding award. Royal Society funding for posts cannot be used as replacement funding; appointments must be made that are in addition to any existing post.
- d. The Host Organisation and Award Holder must ensure that Award funding is used in accordance with the terms and conditions of award. In the event that funding is not being used in accordance with the terms and conditions of award, the Royal Society reserves the right to withdraw further support and recover all Award payments already made.
- e. The Royal Society, or the African Academy of Sciences on behalf of the Royal Society, reserves the right upon reasonable notice to inspect the Project at any time and to require further information to be supplied as seen fit. 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.

- f. The Royal Society 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 Conditions of Award.

8. Equipment

- a. The Host Organisation must ensure that it has in place clearly defined procedures for the procurement of equipment, consumables and services provided by the Award, and it must comply with all relevant national and EU 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 Royal Society, the Host Organisation must make available full details of the procurement decision making process for any purchase relating to the award.
- c. Equipment funded by the Award is specifically for the Award Holder's research. Items of equipment valued at £10,000 or less, provided they will not be worth more than £5,000 at the end of the Award Period, are the property of the Host Organisation. Items of greater value shall also be the property of the Host Organisation, unless agreed otherwise in accordance with the provisions of (f) and (g) below.
- d. 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.
- e. The Award Holder must gain the approval of the Royal Society in advance to purchase any asset with a value in excess of £10,000, or which will have a residual value of more than £5,000 at the end of the award. Where such a request for approval is made the award holder must provide the following information:
 - i. the purpose of the proposed purchase;
 - ii. the monetary value of the asset;
 - iii. who will be the owner and principal beneficiary of the asset at the end of the project.
- f. The Royal Society may agree to approve the purchase of items referred to above subject to such conditions as it may deem necessary, relating for example to the retention or disposal of the item by the Award Holder following the Award Period. The Royal Society may also require the item to be transferred to another Host Organisation during the

Award Period or within one year of the end of the Award Period.

- g. The Royal Society must be informed if an item of equipment with a value above £10,000 ceases to be used by the Award Holder during the Award period, or diminishes substantially. In this case the Royal Society reserves the right to be repaid an amount of the Award which represents a proper proportion of the value of the equipment.
- h. The Host Organisation must ensure that equipment purchased with funding from the FLAIR programme is appropriately insured and maintained throughout its useful life.
- i. Any proposal to purchase an item of equipment within the last 6 months of an Award will require prior written approval from the Royal Society. The Royal Society will seek assurance that the item of equipment is essential to the research.

9. Data Management and Sharing

- a. The Royal Society expects the Host Organisation and Award Holder to give careful consideration to their approach for managing and sharing data in cases where the research is likely to generate data outputs that will be of benefit to the wider research community, and maximises public benefit, and where appropriate without restrictions from copyright, patents or other mechanisms of control.
- b. The Royal Society expects the Host Organisation and Award Holder to develop best practice for data sharing, submitting datasets central to the publication of research findings, including computational or curated data, and data produced by an experimental or observational procedure, to an appropriate and openly available repository, ensuring that the data is accessible, assessable, useable and traceable.
- c. The Royal Society expects all 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.

10. Data Protection

- a. The Royal Society and African Academy of Sciences will individually 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. The Royal Society and African Academy of Sciences will also share information between them that has been collected as part of the post award management of the grants or as part of the delivery of the post-award programme of support for FLAIR fellows.
- c. To meet the Royal Society's obligations for public accountability, the dissemination of information and monitoring and reporting to BEIS, details of Awards will be made available on the Royal Society's website and will be shared with the Royal Society's funders (BEIS) and their third party monitoring and evaluation contractors. The data will also be made available on the African Academy of Sciences website and other publicly available databases, and in reports, documents and mailing lists.
- d. Following completion of the Award, the Royal Society and/or the African Academy of Sciences may contact the Award Holder concerning funding opportunities or events, or for the purposes of monitoring and evaluation. In some instances, the Royal Society 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 UK Data Protection Act 2018, the EU Privacy and Electronic Communications Regulation and the EU General Data Protection Regulation) that arise in connection with this activity.
- e. In the handling of data all parties must comply with their obligations under applicable data protection legislation (including the UK Data Protection Act 2018, the EU Privacy and Electronic Communications Regulation and the EU 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 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 Host Organisation and Award Holder are expected to adopt the principles, standards and good practice for public engagement for example as set out in the UK 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.

- c. The Award Holder must, acknowledge the support of the FLAIR programme, Royal Society and the African Academy of Sciences in reports or other published materials that arises from the research, and other forms of media communication, including media appearances, press releases and conferences, quoting the award reference number where appropriate. Such acknowledgements shall read, 'the FLAIR Fellowship Programme is a partnership between the African Academy of Sciences and the Royal Society funded by the UK Government's Global Challenges Research Fund.'
- d. The Host Organisation must ensure that it obtains the prior approval of the Royal Society on any press statements associated with the Award.
- e. The Royal Society is committed to the widest possible dissemination of research outputs through the awards that it supports, and strongly encourages Award Holders to publish peer-reviewed accepted articles and conference proceedings in Open Access journals. As a minimum, award-holders are expected to follow green routes to Open Access by publishing in a journal which allows deposit of the accepted version ('postprint') in a repository providing free access with a maximum embargo of 12 months from the date of publication. However, the Royal Society's preference is for peer-reviewed publications to be freely accessible on publication to ensure the widest reach and maximum benefit to the scientific community.
- f. The Award Holder 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 of Science Editors](#) and the [ARRIVE guidelines](#).

12. Commercial exploitation and intellectual property rights

- a. The Royal Society reserves the right to grant ownership of any intellectual property arising from the grant to the Host Organisation.
- b. Unless stated otherwise, responsibility for its identification, protection, management and exploitation, rests with the Host Organisation. Prior to any exploitation of the intellectual property the host organisation must seek explicit permission of the Royal Society which will not be unreasonably be withheld.
- c. 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, whether protected by IP

rights or not, and used to the benefit of society and the economy.

- d. The Host Organisation must ensure that all those associated with the research are aware of, and accept, the arrangements for exploitation and that there must be suitable return and recognition to the Host Organisation and the researchers from any such exploitation.
- e. Where the Award is associated with more than one research organisation and/or project partner, a formal collaborative agreement must be established, which sets out the contributions and ownership rights of the organisations and individuals involved with regards to intellectual property and exploitation. It is the responsibility of the Host Organisation to put such an agreement in place before the Award commences. The terms of the collaborative agreement must not conflict with the FLAIR fellowship Conditions of Award.
- f. The collaborative agreement must set out that the Host Organisation(s) 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 and reasonable period.

13. Insurance, Security and Travel

- a. It is the responsibility of the Host Organisation and Award Holder to ensure that appropriate insurance is obtained for any individual employed on the Award, including students, who intend to undertake Overseas Travel, Fieldwork, Secondments or Sabbaticals during the Award period.
- b. The Award Holder is expected to comply with the Host Organisations guidelines on Overseas Travel and Safety in Fieldwork, particularly for high risk countries. The Royal Society will not be held liable for the health, safety and security of Award Holders or individuals employed on an Award.
- c. Travel costs are deemed as expenses for transportation, accommodation, subsistence and related items incurred by individuals permitted to undertake official business attributable to the award. 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.
- d. Air travel paid in whole or in part with Royal Society funds should not exceed the standard class airfare (economy or equivalent).

14. Limitation of liability

- a. The Royal 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 Royal 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.

15. Termination and suspension of Award

- a. The Royal Society reserves the right to terminate or suspend the Award at any time, subject to reasonable notice (normally 3 months). 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 Royal Society and the Host Organisation will fully indemnify the Royal Society in respect of any claims in this regard.
- b. Without prejudice to all other rights and remedies, the Royal Society 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 Award Holder uses any part of an Award to fund activities other than those outlined in the Conditions of Award and Award Letter or for any purpose which is not charitable under the laws of England and Wales;
 - ii. the Royal Society is not satisfied with the content of any written report or such written report is not submitted within the timeframes set out in the Award Letter and these Conditions of Award;
 - iii. the Host Organisation and/or Award Holder obtains funding from a third party which, in the reasonable opinion of the Royal Society, is likely to bring the reputation of the work of the Host Organisation, Award Holder or the Royal Society into disrepute;
 - iv. the Host Organisation and/or Award Holder provides the Royal Society with any materially misleading, inaccurate or false information;
 - v. the Award Holder, any person working on the Award or any member of the governing body, employee or volunteer of the Host Organisation has:
 1. acted dishonestly or negligently at any time and directly or indirectly to the detriment of the work of the Host Organisation and/or Award Holder in relation to the activities outlined in the Conditions of Award and Award Letter; or
 2. taken any actions which, in the reasonable opinion of the Royal Society bring or are likely to bring the name or reputation of the Royal Society into disrepute;
- c. An Award will normally be terminated if a contract of employment between the Host Organisation and Award Holder is terminated, unless the award is being transferred to a new Host Organisation.
- d. The Award Holder or the Host Organisation must inform the Royal Society without delay of:
 - i. any change to the status of the Award Holder or the Host Organisation and/or any financial or other difficulties experienced which might affect their ability to comply with these Conditions of Award; and
 - ii. any significant divergence from the original aims and directions of the research project that is being funded by the Award, or any cessation and event or circumstance that is likely to affect the overall delivery of the project.
- e. In the event that the Royal Society's funding is reduced or withdrawn by the UK Government or if the Royal Society should enter into administration, we reserve the right to terminate any awards with immediate effect with no liability for any further Fellowship or Award payments. The Host Organisation will fully indemnify the Royal Society in respect of any claims brought in this regard.
- f. Wherever under these Conditions of Award any sum of money is recoverable from or payable by the Host Organisation or the Award Holder (including any sum that

the Host Organisation or Award Holder is liable to pay to the Royal Society in respect of any breach of the Award Letter and these Conditions of Award), the Royal Society may unilaterally deduct that sum from any sum then due or which may later become due to the Host Organisation and/or Award Holder under the Award Letter or these Conditions of Award or under any other agreement or contract with the Royal Society.

16. Variation of terms

- a. The Royal Society reserves the right to amend these Conditions of Award, the FLAIR 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 Royal Society's website.

17. Governing law and jurisdiction

- a. These Conditions of Award will 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.