

Conditions of Award for Faraday Institution Industrial Fellowship Grants

Version 4.0, 14th of August 2020

These conditions are applicable to Faraday Institution (FI) Industrial Fellowship grants. They should be read in conjunction with the Award Letter and the Privacy Statement for Industrial Fellowships which together form the total set of terms applicable to each grant. Each of these documents will be provided to you either during the application process or when the grant is offered. 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 Privacy Policy and the Award Letter; in exceptional circumstances when there is no Host Organisation the Award Holder is solely responsible. Failure to comply with these terms and conditions will lead to termination of the Award and the FI reserves the right to recover grant monies in part or full.

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

1. Definitions

- a. **Award** provides support for a proportion of the full costs of a Project or Fellowship as specified in the Award Letter.
- b. **Award Letter** the letter from the FI to the principal Award holder specifying the value and tenure of the grant that has been awarded.
- c. **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.
- d. **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 FI.
- e. **Data** includes computational or curated data, and data that are produced by an experimental or observational procedure.
- f. **Financial Statement** a form that must be completed by the Host Organisation and submitted to the FI 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 FI in respect of the Award, and (iii) and additional information that the FI requests from the Host Organisation.
- g. **Host Organisation** the UK University, institution, research council 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.

- h. **Intellectual Property** includes all inventions, discoveries, materials, technologies, products, data, algorithms, software, patents, databases, copyright and general knowledge
- i. **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 FI.
- j. **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.
- k. **FI** the Faraday Institution (a charity registered in England with number 1176500).

2. Data Protection

- a. The FI 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 FI business.
- b. To meet the FI's obligations for public accountability and the dissemination of information, details of Awards are also to be made available on the FI's web site and other publicly available databases, and in reports, documents and mailing lists.
- c. The Faraday Institution may contact the Grant Holder concerning funding opportunities or events, or for the purposes of evaluation. In some instances, the Faraday Institution may wish to authorise an affiliate organisation to contact the Grant Holder on its behalf. By agreeing to these terms and conditions, the Research Organisation consents to this on behalf of the Grant Holder, but if the Grant Holder prefers not to be contacted in this way, he or she should state this to the Faraday Institution.

3. Value of the Award

- a. The value of the Award is stipulated in the formal Award Letter. The FI will not increase the value of the Award at a later stage. The Award will be paid quarterly in arrears, financial reports and invoices should be sent to the FI finance team.

4. Employment

- a. The FI 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 UK Host Organisation is expected to adopt the principles, standards and good practice for the management of research staff set out in the Concordat to Support the Career Development of Researchers (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.

5. Research Management

- a. Unless otherwise stated, all awards must be held in a UK 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.
- e. 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.
- f. 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.
- g. In the case of research involving the use of animals, the Award Holder must inform the FI that animals will be used in the research and provide the following details, the number of animals, the species and procedures involving animals. The Award Holder must also inform the FI as soon as possible of any significant increase to the number of animals used or a change in the species from that which was originally supported by the Award.
- h. The FI 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.
- i. 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 Health and Safety Executive, and will include appropriate care where researchers are working off-site.
- j. The Host Organisation and the Award Holder must notify the FI of any changes in status that might affect the eligibility to hold an award.
- k. The Host Organisation will indemnify the FI against any liability incurred by it howsoever arising for the breach by the Host Organisation or any person working on the award (including but not limited to employees, students, visiting fellows and subcontractors) of clauses (e) and (f) above.

6. 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 by the FI, and are compliant with the terms of the Equality Act 2010.
- c. The Host Organisation and Award Holder must formally accept the award by completing and returning the Offer Acceptance Letter within the period stated on the Award Letter.
- 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 FI represents the final statement of expenditure for the Award. The FI is not obliged to make any further payments in respect of the Award once it has received the final statement. The FI will reconcile the expenditure incurred against payments made to ensure that any under spend on the Award is returned to the FI.
- f. The FI reserves the right to require the Host Organisation to complete and submit a statement of expenditure for a financial year at any time during the course of the Award, or to provide supplementary information in support of an interim or final statement of expenditure.
- g. 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 FI funding until such a statement has been received and any under spend returned.
- h. All payments may be recovered if the statement is not received within 6 months of the end of the Award.

7. Reporting

- a. The Award Holder must fulfil the financial and non-financial reporting requirements as set by the FI which may include annual reports.
- 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 FI funding until the report has been submitted and declared satisfactory.
- e. 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 FI.

Failure to submit a report that has been deemed as satisfactory by the FI can result in the award being suspended or withdrawn.

- f. All payments may be recovered if the report is not received within 6 months of the end of the Award.

8. 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 Fraud Act (2006). Any fraud associated with the award must be notified to the FI immediately.
- b. The Host organisation must ensure that any costs covered by an FI Award do not duplicate any other currently existing or future funding award. FI funding for posts cannot be used as replacement funding; appointments must be made that are in addition to any existing post.
- c. 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 FI reserves the right to withdraw further support and recover all Award payments already made.
- d. The FI 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.
- e. The FI 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.

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, enabling 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 set out in the Concordat for Engaging the Public with Research (2010). The Host Organisation must create an environment whereby public engagement is valued, recognised and supported, so that the principles of the Concordat are embedded into practice.
- c. The Award Holder must, acknowledge the support of the Faraday Institution 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. The FI should be notified when research papers associated with the Award are submitted.
- d. The Host Organisation must ensure that it obtains the prior approval of the FI's Press and Public Relations Section on any press statements associated with the Award.

- e. The FI is committed to the widest possible dissemination of research outputs through the awards that it supports, and encourages Award Holders to publish peer-reviewed articles and monographs in Open Access journals.
- 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.

10. Commercial Exploitation and Intellectual Property Rights

- a. 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 FI's Conditions of Award.
- b. 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.

11. Insurance and Security

- 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 FI will not be held liable for the health, safety and security of Award Holders or individuals employed on an Award.

12. Limitation of Liability

- a. The FI 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 will indemnify the FI 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 (including but not limited to employees, students, visiting fellows and subcontractors) may be liable.

13. Variation and Termination

- a. The FI reserves the right to amend these Conditions of Award, the FI's Privacy Policy, and any terms and conditions in the Award Letter at its absolute discretion. Any change to the Conditions of Award or the Privacy Policy will be notified on the FI's website.

- b. The Award Holder or the Host Organisation must inform the FI 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, unless the award is being transferred to a new Host Organisation.
- d. The Award Holder must inform the FI 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, or any cessation and event or circumstance that is likely to affect the overall delivery of the project.
- e. The FI 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 FI and the Host Organisation will fully indemnify the FI in respect of any claims brought against the FI in this regard.
- f. In the event that the FI's public funding is reduced or withdrawn by Government or if the FI 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 FI in respect of any claims brought against the FI in this regard.
- g. The FI reserves the right to terminate the award should the Host Organisation, the Award Holder or any person working on the Award bring the FI's reputation into disrepute.

14. 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.