

Conditions under which an Engaging Science Grant is Awarded (COND/10/11)

These Conditions, together with the Award Letter, set out the terms and conditions under which the Grant is made by the Trust. The Administering Party must ensure that the Grantholder and Participants and others supported by the Grant are made aware of and comply with these Conditions and the Award Letter.

1. Employment

- 1.1 The Trust does not act as an employer with respect to the Grant, and therefore in all cases where support is provided on the Grant for the employment of staff, the Administering Party shall ensure that a contract of employment or other appointment is issued to such staff that is in compliance with relevant laws and regulations.
- 1.2 The Administering Party shall ensure that all Participants are engaged upon terms which are consistent with these conditions.

2. Activation of the Grant

- 2.1 Payments will not be made on the Grant until the Administering Party has formally accepted the Grant and the conditions under which the Grant is awarded and has activated the Grant. (The Award Letter contains further details about how to do this).
- 2.2 The Grant should be activated within 12 months of the proposed start date referred to in the Award Letter.

3. The Project

- 3.1 The Administering Party, the Grantholder and the Participants shall use the Grant exclusively for the purposes of the Project.
- 3.2 The Grantholder shall carry out and complete the Project with reasonable skill and care, in accordance with all applicable laws and in accordance with the Award Letter and these Conditions.
- 3.3 The Grantholder shall complete the Project within the Grant Period unless they obtain the prior written consent of the Trust to an extension to this period.
- 3.4 The Administering Party shall ensure that the Grantholder and Participants have received or will receive training appropriate to their functions in carrying out the Project, in accordance with all applicable governing legislation.

4. Results

- 4.1 The Grantholder shall disseminate the Results to as wide and as suitable a public audience as possible. The Results must be disseminated as soon as possible, but in any event, within six months of the end of the Grant Period. Unless otherwise agreed by the Trust, the costs of dissemination of the Results shall be included within the amount of the Grant.

- 4.2 The Grantholder shall provide the Trust with four copies of all Results within 3 months after the end of the Grant Period.
- 4.3 If the Grantholder does not manage the Results to the reasonable satisfaction of the Trust, then the Trust shall have the right, but not a duty, to manage the Results. Unless the Trust reasonably considers that the opportunity to manage the Results for the public benefit could be lost and more immediate action is required, such right shall only be exercised six months after the Trust has given the Grantholder notice in writing that they are failing to manage the Results to the Trust's satisfaction. The Administering Party and the Grantholder agree to do and will ensure that their employees, students, all third parties acting on their behalf and all Participants do, all acts required to assist the Trust in such management.
- 4.4 If any outputs funded by the Grant could be reasonably perceived by the Grantholders as having an educational benefit, such findings must be presented to the National STEM Centre and be made available for use in an appropriate form as soon as possible and in any event by the submission of the End of Grant Report.

5. Exploitation

- 5.1 The Administering Party must ensure that it, the Grantholder and the Participants do not Exploit the Results or any Equipment without the prior written consent of the Trust.
- 5.2 The Trust's consent referred to in clause 5.1 may be refused in its absolute discretion or granted subject to conditions. Such conditions may require that the Trust takes a share of any financial benefits arising from such exploitation.

6. Publicity

- 6.1 The Grantholder shall ensure that the Trust's contribution to the Project is suitably acknowledged in any dissemination of the Results and in all publications and publicity concerning the Project or the Grant.
- 6.2 The Administering Party and the Grantholder are encouraged to use the Trust's name and logo in relation to the Project. However, the Trust's name and logo may not be used without the Trust's prior written consent.
- 6.3 The Administering Party and the Grantholder (as applicable) shall consult with the Trust's media office on all publicity, promotional activity and press statements that may be issued about the Grant, the Project, or the Results.
- 6.4 The Trust may make public the purpose and amount of the Grant in whatever way it thinks fit. The Administering Party and Grantholder (as applicable) shall co-operate with the Trust to effect such publicity.
- 6.5 In carrying out the Project, the Administering Party and Grantholder shall not (and shall ensure that the Participants do not) do or fail to do anything which may damage or have a detrimental effect upon the name and good standing of the Trust.

- 6.6 The Grantholder is encouraged to make use of the Wellcome Library and Wellcome Images for the furtherance and dissemination of the Results.

7. Reports and Evaluation

- 7.1 The Principal Applicant shall submit reports on the progress of the Project to the Trust as required by the Trust. The Administering Party shall submit Spend Reports to the Trust as required by the Trust.
- 7.2 The Principal Applicant shall submit an End of Grant Report to the Trust within three months of the end of the Grant Period or as otherwise required by the Trust. The Administering Party shall submit an End of Grant Spend Report to the Trust within three months of the end of the Grant Period or as otherwise required by the Trust. See clause 8.5 below concerning the retention of funds.
- 7.3 Unless the Trust agrees otherwise, the Grantholder shall be responsible for the management, evaluation, monitoring and control of the Project and the Results and for the performance of all Participants. The Administering Party shall be responsible for any payments due to the Participants. If the Trust chooses to evaluate the progress of the Project and the Results, the Grantholder and the Administering Party shall provide the Trust with reasonable assistance for this purpose.

8. Financial Arrangements

- 8.1 Payments will normally be made on the basis of a Payment Profile. Where other payment arrangements apply, these will be detailed in the Award Letter. The Administering Party shall have the right to adjust a Payment Profile subject to any restrictions set by the Trust and will be expected to do so where any variance between payments to be made under a Payment Profile and anticipated expenditure for the period to which those payments relate become significant.
- 8.2 Payments of Grant monies will only be made if the Trust is satisfied with the reports it receives on the progress of the Project and that the Project is proceeding in accordance with the Application, the Award Letter and these Conditions.
- 8.3 If there is any variance shown on a Spend Report or an End of Grant Spend Report, the Trust shall have the right to adjust future Payment Profiles or withhold or make additional payments.
- 8.4 The Trust shall have the right to seek reimbursement in the event of an overpayment in relation to any Trust grant made to the Administering Party, including by setting such overpayment off against payments due under other Trust grants to the Administering Party. The Trust shall also have the right to suspend payments to the Administering Party where it is concerned about an aspect of any Spend Report or any End of Grant Spend Report or in the event of non-delivery of a Spend Report or an End of Grant Spend Report.
- 8.5 The Trust will normally retain 10% of the Grant until an End of Grant Spend Report and an End of Grant Report have been completed and returned to the Trust, unless the Trust agrees otherwise.

- 8.6 The Organisation must hold a bank account in the currency specified in the Award Letter and must notify the Trust of any changes to its bank account details.
- 8.7 The Organisation must submit Spend Reports and End of Grant Spend Reports as required by the Trust and in the currency specified in the Award Letter. Where other reporting arrangements apply, these will be detailed in the Award Letter.

9. Audit

- 9.1 Where the Administering Party is an organisation, the control of expenditure to be funded under the Grant must be governed by its normal standards and procedures and formal audit arrangements. This should include standards and procedures for maintaining an appropriate anti-fraud and corruption control environment.
- 9.2 The Trust shall have the right to request from the Administering Party or the Grantholder, at any time, any financial information in respect of the Grant or the activities it funds; and/or to ask for confirmation from the external auditors of the Administering Party (if applicable), that the external auditors have signed their opinion on the annual accounts of the Administering Party without qualification; and the management letter from the auditors raises no matters that did or could significantly affect the administration of grants awarded by the Trust. If the auditors have raised any such matters in their management letter, the Trust may require the Administering Party to provide it with relevant extracts from the letter.
- 9.3 The Administering Party and the Grantholder must provide access to accounting and other records relating to the Grant and the activities funded by it for auditors and other personnel from or appointed by the Trust at any time (at the Trust's expense), if requested. Such access must include the right to inspect any Equipment or facilities acquired or funded under the Grant and the right to inspect the progress of the Project and the Results. Where elements of expenditure or work under the Grant have been subcontracted, the Administering Party and the Grantholder should ensure that the right of access extends to the accounts, records, equipment and facilities of any such subcontractor.
- 9.4 The Trust shall have the right, at its discretion and expense, to audit (directly or via third parties engaged by it) the Grant, income and expenditure in relation to the activities funded by the Grant and/or the systems used by the Administering Party to administer Trust grants at any time.
- 9.5 The Administering Party should maintain a separate accounting cost code specific to the Grant, and all costs and income properly relating to the Grant should be accounted for through that cost code. The Administering Party should ensure that appropriate records are kept to support the entries made on the cost code.

10. Third Party Funding

- 10.1 The Grantholder, the Administering Party and the Participants must not accept (and must not have accepted) any third party funding for the Project, without the prior written consent of the Trust.

11. Equipment and Insurance

- 11.1 In the event that the Principal Applicant moves to another organisation during the Grant Period or within three years of the expiry or termination of the Grant, the Trust may require that the Equipment transfers with him or her.
- 11.2 The Administering Party is responsible for effecting and maintaining adequate insurance cover for all appropriate risks in respect of the Project (including any Equipment and, if appropriate, the Results). If requested, the Administering Party will provide the Trust with a copy of all such insurance covers, together with evidence of payments due in respect of their premiums. If any Equipment or Results are damaged or destroyed, the Administering Party will be required to repair or replace them. The Administering Party will notify the Trust within 5 working days of any significant loss or damage occurring to the Equipment or Results.

12. Termination and Repayment of the Grant

- 12.1 The Trust reserves the right to terminate the Grant on notice with immediate effect.
- 12.2 The Administering Party shall repay to the Trust such portion of the Grant that it has received from the Trust (and all future Grant payments shall be ceased) if:
- (i) clause 3.1, 3.3 or 5.1 of these Conditions is breached;
 - (ii) there is a material change to the status or ownership of the Administering Party or the Grantholder, or the Administering Party or the Grantholder go into administration, receivership, liquidation or bankruptcy;
 - (iii) the Administering Party or the Grantholder have acted negligently or fraudulently in connection with the Project or the Application;
 - (iv) any other material term or condition of the Grant is breached.
- 12.3 If the Grantholder completes the Project without spending the full amount of the Grant, the Administering Party shall repay all unspent sums to the Trust and the Trust shall not be obliged to make any further payments in respect of the Grant.

13. General

- 13.1 The Administering Party and Grantholder shall obtain all consents, permissions, licences and approvals necessary to fulfill their obligations in respect of, and to give full effect to, the Application, the Award Letter and these Conditions. The Administering Party and Grantholder shall also provide all such assistance and information, execute all such documents and do all such things as the Trust may require for these purposes.
- 13.2 For the avoidance of doubt, the award of the Grant is not a contract for services.
- 13.3 The Grantholder and the Administering Party shall disclose any actual or potential conflict of interest that may arise in relation to the Grant to the Trust.

- 13.4 The Grantholder shall inform the Trust as soon as practicable of any material changes (including to the Application) that might affect the activities funded under the Grant (for example, the Grantholder takes up a post in another organisation).
- 13.5 The Trust accepts no responsibility, financial or otherwise, for expenditure on the Grant (or liabilities arising out of such expenditure), or for liabilities arising out of the activities funded by the Grant. The Trust will not indemnify the Administering Party, the Grantholder or any Participant against any claims for compensation or against any other claims howsoever arising for which such party may be liable as an employer or otherwise or for which any other person may be liable.
- 13.6 The Trust reserves the right to amend these Conditions and any terms and conditions in the Award Letter. Any change to these Conditions will be notified on the Trust's website.
- 13.7 In the event of any conflict between the provisions of these Conditions as amended from time to time, and of the Award Letter, the provisions of the Award Letter will take precedence.
- 13.8 The Administering Party (or the Grantholder if appropriate) shall inform the Trust without delay if the Administering Party or the Grantholder goes into administration, receivership, liquidation or bankruptcy, or if there is any change to the status or ownership of the Administering Party or the Grantholder that might affect their ability to comply with these Conditions.
- 13.9 These Conditions shall be governed by and construed in accordance with English law and any disputes in connection with these Conditions shall be governed exclusively by the courts of England. The Organisation and the Grantholders must ensure that the activities funded by the Grant are at all times conducted in accordance with all applicable laws and regulations.

14. Definitions

Administering Party means the party to whom the Grant is awarded, as set out in the Award Letter.

Application means the application and associated material submitted by the Administering Party to the Trust in respect of the Grant.

Award Letter means the letter from the Trust to the Principal Applicant specifying the amount of the Grant that has been awarded.

Conditions means the 'Conditions under which an Engaging Science Grant is Awarded COND/10/11'.

End of Grant Report means a form on which the Grantholder reports on the Project.

End of Grant Spend Report means a form completed by the Administering Party that must be submitted to the Trust that sets out:

- 1) a comparison of i) actual expenditure by the Administering Party during the Grant Period on the Grant and ii) the total amount awarded by the Trust in respect of the Grant;
- 2) an explanation for any variances between 1i) and 1ii) above as requested by the Trust; and
- 3) any further information that the Trust requests from the Administering Party.

Engaging Science Grants are: Small Arts Awards, Large Arts Awards, People Awards, Society Awards, Broadcast Development Awards, International Engagement Awards and any other Grant as and when specified by the Trust.

Equipment means equipment funded by the Grant.

Exploit means to use to make profit or gain and includes (but is not limited to) licensing, selling, assigning, charging, transferring, parting possession with, hiring and lending.

Grant means the grant described in the Award Letter.

Grantholder means the Principal Applicant, as specified in the Award Letter for the Grant.

Grant Period means the period of the Grant set out in the Award Letter, commencing on the start date confirmed by the Administering Party in the manner indicated by the Trust.

National STEM Centre is a centre in York that is funded by the Gatsby Foundation and the Department for Education and contains a virtual and physical library of resource materials to support the teaching and learning of Science, Technology, Engineering and Mathematics.

Participant means a person working on the Project (including employees and subcontractors of the Administering Party and the Grantholder).

Payment Profile means a predetermined pattern, according to which payments on a grant will be made by the Trust.

Principal Applicant means the principal applicant as set out in the Application.

Project means the project for which the Grant is awarded, as set out in the Award Letter.

Results means the outputs created as a result of the Grant.

Spend Report means a form that must be completed by the Administering Party and submitted to the Trust that sets out:

- 1) a comparison of i) actual expenditure by the Administering Party during a particular period on a particular Trust grant or where appropriate, on all active Trust grants held by an Administering Party and ii) the amount paid by the Trust during that period in respect of that grant or where appropriate, in respect of all active Trust grants held by an Administering Party;
- 2) an explanation for any variances between 1i) and 1ii) above as requested by the Trust; and
- 3) any further information that the Trust requests from the Administering Party.

Trust means the Wellcome Trust (a charity registered in England with number 210183), acting through its trustee, The Wellcome Trust Limited (a company registered in England with number 2711000).

THE WELLCOME TRUST

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