

# BARTS CHARITY GRANT TERMS AND CONDITIONS



## 1. Definitions

Term	Definition
Administering Organisation	The organisation (named in the Award Letter) which is responsible for the administration of the Grant.
Application	The funding request submitted to the Charity outlining the planned Grant Activities.
Award Letter	The grant award letter from Barts Charity containing details of the Grant, including the financial award broken down under different budget headings.
Charity	Barts Charity, a registered charity number 212563 and a registered company number 7168381, of 12 Cock Lane London EC1A 9BU.
Grant	The funding described in the Award Letter for the activities outlined in the Application.
Grant Activities	The project or programme of work funded by the Grant and outlined in the application to the Charity.
Grant Holder	The lead applicant as specified in the Award Letter, who must be an employee of the Administering Organisation.
Grant Period	The period of the Grant, beginning on the Start Date for the duration defined in the Award Letter, unless an extension is agreed between the Grant Holder and the Charity.
Grant Personnel	Any person working on the Grant Activities under the supervision of the Grant Holder and including any co-investigator, collaborator, sponsor, supervisor, consultant or sub-contractor.
Grant Start Date	Date at which expenditure for the Grant Activities begins.
Intellectual Property	The Outputs and ideas, processes or products arising out of the Grant Activities (whether in whole or in part) likely to be of potential medical, scientific, commercial or other value.
Legally Responsible Contact	Nominated individual at the Administering Organisation with appropriate delegated authority to approve applications and agree to Grant Terms and Conditions on behalf of the Administering Organisation.
Outputs	All invention, discoveries, materials (including biological and chemical materials), technologies, products, data, algorithms, software, patents, data/databases, copyright, other intellectual property and know-how arising from Grant Activities.

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## 2. General

- 2.1. These Grant Terms and Conditions, together with the Award Letter, set out the terms and conditions upon which the Charity makes the Grant to the Administering Organisation on behalf of the Grant Holder. To the extent of any inconsistency between the Grant Terms and Conditions and the Award Letter, the Award Letter takes precedence.
- 2.2. The Administering Organisation and Grant Holder must ensure that all Grant Personnel comply with these Grant Terms and Conditions.
- 2.3. The Charity reserves the right to change these Grant Terms and Conditions at any time and with immediate effect. A current version of the Grant Terms and Conditions is available on our [website](#).
- 2.4. It is the responsibility of the Administering Organisation and the Grant Holder to ensure that the Grant is spent:
  - 2.4.1. solely for the purposes set out in, and in accordance with, the Application submitted for the Grant
  - 2.4.2. in accordance with these Terms and Conditions and any additional conditions detailed in the Award Letter,
  - 2.4.3. in accordance with the Administering Organisation's purposes as set out in its governing documents.

If any of the Grant is used other than in accordance with this clause, the Administering Organisation shall immediately inform the Charity in writing and repay all the misspent monies.
- 2.5. This Grant is awarded on the understanding that the information contained in the Application, and related correspondence, was submitted to the Charity in good faith and contains no incorrect or deliberately misleading information. If the Charity is given reasonable cause to believe that the Grant Holder has not complied with this requirement, this may be a ground for termination of the Grant at clause 12.
- 2.6. All formal correspondence related to a Grant should be directed to the Funding Manager named in the Award Letter or the Funding & Impact team ([funding@bartscharity.org.uk](mailto:funding@bartscharity.org.uk)), unless specifically stated otherwise in these Terms and Conditions.

## 3. Administration

- 3.1. For the purposes of management and control, the legal and formal responsibility to honour the terms and conditions of the Grant lie with the Administering Organisation. However, the responsibility for compliance with the day-to-day delivery of the project for which the Grant is awarded, and reporting, rests with the named Grant Holder.
- 3.2. The Administering Organisation must inform the Charity if the employment status of the Grant Holder changes during the Grant Period. Non-compliance with this

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requirement may be a ground for termination of the Grant at clause 12.

- 3.3. The Administering Organisation is responsible for managing any third party agreements (including subcontracts) that may be required to facilitate the Grant Activities. In these cases, the Administering Organisation remains accountable to the Charity for the conduct of the Grant Activities and the financial administration of the Grant. Any subcontracts must include terms and conditions that allow the Administering Organisation to comply with its obligations to the Charity set out in these Grant Terms and Conditions.

#### **4. Grant Personnel**

- 4.1. The Charity does not employ the Grant holder or the Grant Personnel.
- 4.2. Where support is provided by the Grant for the employment of staff, or the Administering Organisation otherwise employs staff for the purposes of the activities funded by the Grant, the Administering Organisation undertakes to issue a contract of employment (between it and the individual) that is in compliance with relevant laws and regulations.
- 4.3. Where an individual's salary or stipend is supported by a Grant and that individual takes parental or other long-term leave, the Charity must be informed. The individual's leave and paid leave entitlements are to be managed as follows:
  - 4.3.1. non-clinical PhD students in receipt of a stipend from the Charity must receive parental and other long-term leave entitlements in accordance with the employing organisation's policies for employees. As these individuals are not employees, Grant funds may be used to cover the cost of these entitlements. The cost of the student's stipend during the period of leave should be managed within the original award, where possible. The Charity will consider requests for additional stipend costs where there is a shortfall.
  - 4.3.2. all salaried staff must receive paid parental and other long-term leave entitlements in accordance with the employing organisation's policies for employees. The Administering Organisation must bear the cost of these entitlements. Grant funds cannot be used to cover the cost of any paid leave entitlements but can be used to employ additional cover for the vacant position, so long as this remains in compliance with relevant laws and regulations and entitlements.

#### **5. Grant acceptance**

- 5.1. The Legally Responsible Contact must formally accept the Grant in the manner set out in the Award Letter, whereupon both the Grant Holder and Administering Organisation will be deemed to have accepted the Grant Terms and Conditions. No payments will be made by the Charity unless and until the Grant has been accepted.
- 5.2. By accepting the Grant, the Legally Responsible Contact signifies that the Administering Organisation agrees with the Grant Terms and Conditions and any specific stipulations detailed in the Award Letter or subsequently agreed in writing.

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- 5.3. When accepting a Grant, the Legally Responsible Contact must confirm the Start Date. All grants must start within 1 year of the date of the Award Letter, unless agreed by the Charity in advance.
- 5.4. The Administering Organisation must ensure all relevant approvals are in place before the Grant can start. Any application to an ethics committee or regulatory body must be initiated within six weeks of the date of the Award Letter to avoid major delays in commencing the project. See 10.1 for more information.
- 5.5. The Charity should be advised by the Administering Organisation or Grant Holder at any point during the lifetime of the Grant if there are any substantive delays in the Grant time frame and the reasons for this.
- 5.6. Failure to comply with clauses 5.4 or 5.5 may be grounds for termination of the Grant at clause 12.

### **6. Financial Administration**

- 6.1. The maximum level of the Grant is that stated in the Award Letter and the Charity will only reimburse expenditure up to this amount. Additional funds will only be provided in specific circumstances and will be subject to additional approval.
- 6.2. No payments will be made until the Grant has been accepted as set out in clause 5.
- 6.3. The control of expenditure related to the Grant must be governed by the normal standards and procedures of the Administering Organisation and must be covered by its formal audit arrangements.
- 6.4. The Administering Organisation must ensure that all expenditure relating to a grant award can be evidenced and that this evidence is kept for a minimum of 6 years after the Grant has ended.
- 6.5. Claims for reimbursement must be submitted in arrears for actual expenditure incurred by the Administering Organisation regularly and, at a minimum, annually.
- 6.6. The Charity acknowledges that Grant payment requests will be sent via the Administering Organisation's standard invoicing system. As a grant payment request does not represent payment for goods or services received it should state "This is a grant draw down request for grant (Grant Reference Number or Project Code)" and include any information requested in the Award Letter.
- 6.7. The Charity will only reimburse costs in line with the Award Letter and the [Grants Costs Policy](#) and incurred during the Grant Period, unless agreed in advance with the Charity.
- 6.8. Viring of funds between budget categories is permitted without the need to refer to the Charity, subject to any conditions that are detailed in the Award Letter.

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- 6.9. A Grant will be closed, and any remaining balances withdrawn, six months after the scheduled end date of the Grant, unless an extension is approved by the Charity in advance.
- 6.10. Where the Grant includes funds for equipment:
  - 6.10.1. the Administering Organisation must ensure that the equipment is purchased using appropriate procurement procedures to ensure value for money
  - 6.10.2. the equipment will be the property of the Administering Organisation during and after the grant period and must be used primarily to support the Grant Activities.
- 6.11. The responsibility for any ongoing costs (e.g. maintenance, repair, insurance, running and servicing costs not provided in the Award) lies with the Administering Organisation.
- 6.12. The Charity reserves the right to audit the finances of the Administering Organisation in relation to the Grant at any time, either by itself or by a representative. The Organisation shall cooperate fully with the audit, allowing access to all financial records (including but not limited to, records of Grant money received, disbursed, original invoices, VAT records) and permit the copying of relevant documents.

### **7. Publicity, Dissemination and Acknowledgement**

- 7.1. The Grant Holder and Administering Organisation must contact the Charity (via [comms@bartscharity.org.uk](mailto:comms@bartscharity.org.uk)) a reasonable time before any public communication regarding the Grant, Grant Activities or Outputs to ensure appropriate acknowledgement of the Charity's support. This includes but is not limited to press releases, social media posts and web stories.
- 7.2. The Administering Organisation shall ensure that Outputs are published or disseminated promptly and in an appropriate format. The Charity or the Administering Organisation may delay publication or dissemination for a reasonable period in order to protect Intellectual Property.
- 7.3. All published Outputs, including publications, oral or written reports, posters, presentations and information posted on websites that relate to the Grant, Grant Activities or Outputs must acknowledge the Charity's contribution to the work (in the format "This work was supported by Barts Charity (G-reference or M-reference)" and, where possible, include the Charity's logo – see clause 7.5 for more information).
- 7.4. Buildings and equipment funded by the Charity must display Charity-approved branding (see clause 7.5 for more information).
- 7.5. The Grant Holder and Administering Organisation must comply with any guidelines for branding, communications and engagement that the Charity may issue from time

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to time. Requests to use the 'Funded by Barts Charity' logo must be sought in advance by contacting [comms@bartscharity.org.uk](mailto:comms@bartscharity.org.uk).

- 7.6. The Charity is likely to use material from the Grant (including details of the Grant as awarded, the Grant's progress and Outputs) for publicity and/or fundraising purposes. The Grant Holder and Administering Organisation must cooperate fully with any reasonable requests from the Charity to support these activities, including the provision of quotes, photos or interviews.
- 7.7. The Grant Holder, Grant Personnel and Administering Organisation are expected to comply with all reasonable requests to promote the Charity and its charitable objects (including but not limited to), media activity, by attending or speaking at events and/or providing images and copy for Charity publications.
- 7.8. Continued failure to comply with this clauses may result in the Charity barring the Grant Holder from applying for further grants from the Charity.

### **8. Reporting and Evaluation**

- 8.1. Progress reports will be requested annually during the life of the Grant and at the end of the Grant, via the schedule and methods outlined in the Award Letter. Output and impact reports may be requested for up to five years after the end of the Grant. The Grant Holder will be contacted with instructions on how to complete these reports and are responsible for ensuring that they are submitted on time.
- 8.2. The Grant Holders and the Administering Organisation shall provide additional reasonable reports as requested.
- 8.3. In the first instance, if reporting requirements are not met, the Charity will withhold payment of outstanding invoices.
- 8.4. Continued failure to comply with clauses 8.1 and 8.2 may be a ground for termination of the Grant at clause 12 and the Grant Holder will be barred from applying for further grants from the Charity.

### **9. Intellectual Property**

- 9.1. The Charity requires that the Administering Organisation will use all reasonable endeavours to protect and exploit the Intellectual Property arising from work done pursuant to a Grant and has in place strategies and procedures for the identification, protection and management of Intellectual Property, full details of which have been provided to the Charity and with which the Administering Organisation must comply.
- 9.2. The rights to Intellectual Property generated during the course of the grant belong to the Administering Organisation who will ensure, at its own cost, full protection of such Intellectual Property where appropriate.
- 9.3. The Administering Organisation shall notify the Charity in writing (which may be in one of the reports referred to below), providing details of the steps which the Administering Organisation will take to protect the Intellectual Property and shall

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keep the Charity regularly updated on the progress of such protection.

- 9.4. No rights to any Intellectual Property arising from the work conducted pursuant to the Grant may be assigned or licensed (formally or informally, expressly or impliedly, in whole or in part) without the Charity's written consent, which shall not be unreasonably withheld. The Administering Organisation agrees that the Charity shall be entitled to withhold consent until the Administering Organisation has entered into an appropriate revenue sharing agreement with the Charity which shall reflect the Charity's contribution to the development of the Intellectual Property.
- 9.5. If, in the reasonable opinion of the Charity, supported by an opinion from the Charity's independent lawyers or advisers, the Administering Organisation is not taking all reasonable steps to appropriately protect Intellectual Property, the Administering Organisation must either take such reasonable protective steps as are recommended by the Charity's independent lawyers or advisers or must execute an assignment of the Intellectual Property in question to the Charity (or its nominee) for nominal consideration in good time for the Charity to take the recommended steps. The Administering Organisation shall reasonably cooperate with the Charity (or its nominee) in relation to the protection of such assigned Intellectual Property by the Charity (or its nominee).

### **10. Conduct of the Grant Activities, Grant Holders and Grant Personnel**

- 10.1. The Administering Organisation and Grant Holder must ensure that all Grant Activities are conducted in accordance with applicable laws, regulations and codes of practice, and that all necessary licences and approvals are obtained before the Grant commences and are adhered to during the Grant Period. This includes, but is not limited to, those concerning the use of animals, obtaining participant consent and ethical committee approvals.
- 10.2. The Administering Organisation and Grant Holder must conduct the Grant Activities in accordance with the highest standards of research and personal conduct. The Administering Organisation must make reasonable efforts to:
  - 10.2.1. mitigate the risk of professional misconduct occurring with the Administering Organisation, consistent with the NHS Standards of Business Conduct Policy, the organisation's own Guidelines for Research Integrity, or similar, and/or Universities UK's 'Concordat to Support Research Integrity', as appropriate;
  - 10.2.2. to provide a working environment where everyone is treated, and treats others, with consideration, fairness, dignity and respect.
- 10.3. In order to comply with 10.1 and 10.2, the Administering Organisation must:
  - 10.3.1. adopt appropriate policies regarding expected standards of conduct and take reasonable steps to ensure that these are effectively implemented
  - 10.3.2. have in place formal written procedures for the handling of allegations of misconduct and make those procedures available to the Charity on request

10.3.3. notify the Director of Funding & Impact ([victoria.king@bartscharity.org.uk](mailto:victoria.king@bartscharity.org.uk)), in confidence, at the earliest opportunity of any allegations of misconduct connected in any way with the Grant, Grant Personnel or Grant Activities, as well as the progress and outcome of any ensuing investigation into the misconduct.

The Administering Organisation must also ensure that:

10.3.4. all Grant Personnel receive training appropriate to their duties

10.3.5. adequate resources, premises and facilities are provided to support the Grant Activities and their achievement within the timeframe set out in the Award Letter

10.3.6. all equipment used for the Grant Activities is fully maintained, insured and is safe, and

10.3.7. it identifies and safely manages any risks which could affect the health of the Grant Holder, Grant Personnel and any other person who could be affected by the Grant Activities.

10.4. The Charity reserves the right for it, or its agents, to investigate any aspect of fraud or misconduct itself and the Administering Organisation and Grant Holder shall provide assistance and information to the Charity for that purpose.

10.5. The Charity reserves the right to refuse, suspend or terminate funding, or ask that an individual be removed from the Grant, where, in its reasonable opinion, the conduct of any person connected to the Grant may bring the Charity's reputation into disrepute.

## **11. Public benefit**

11.1. The Administering Organisation must ensure that the Grant, the activities undertaken as part of the Grant, and Outputs arising from the Grant are applied for public benefit, and that any private benefit is only incidental and is not excessive.

11.2. The Administering Organisation must ensure that the Charity is not put at risk of breaching UK charity laws or regulations because of any relationship between a third party and Administering Organisation, the Grant Holder or other personnel working on the Grant.

## **12. Termination**

12.1. The Charity reserves the right to terminate the Grant at any time. Where practicable the Charity will give the Administering Organisation and Grant Holder 21 days' notice and reasons for termination in writing, but the Charity is not obliged to do so and may terminate the Grant with immediate effect. Grant monies already paid to the Administering Organisation must promptly be returned to the Charity, save for any expenditure properly and necessarily incurred in work done pursuant to the

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Grant up to the date of termination (which for the avoidance of doubt, shall not include any costs relating to redundancy payments to staff working on the funded project).

- 12.2. The following clauses of these grant terms and conditions shall continue to apply after termination of the Grant: 2.4, 4.1, 4.2, 6, 7, 8, 9, 10, 13 and 17.

### **13. Liability and indemnity**

13.1. The Charity relies on the Administering Organisation to ensure that the Grant Activities are carried out in accordance with best practice to avoid damage, loss or injury to persons or property. The Administering Organisation will also ensure that Outputs are properly validated prior to publication. The Charity accepts no responsibility for costs incurred other than those set out in the Award Letter, nor any liability for any accident, injury or loss sustained by any person in connection with the Grant Activities or publication of Outputs.

13.2. By accepting the Grant, the Administering Organisation agrees to indemnify the Charity against any costs, claims or liabilities (including legal costs) suffered or incurred by the Charity as a result of any action, claim or complaint brought against the Charity in connection with or arising from any of the Grant Activities or the publication of Outputs.

### **14. Entire agreement**

14.1. These Terms and Conditions, together with the Award Letter, Application and other documents referred to therein, represent the entire agreement and understanding between the parties in relation to the Grant and work to be carried out under the Grant and will supersede all arrangements or agreements (if any) relating thereto that may have been previously entered into or made between the parties, except in respect of any fraudulent misrepresentation made by either party.

### **15. Legal relationship**

15.1. Nothing in this agreement shall be construed to constitute either party the partner, joint venture partner, agent or employee of the other party and, except as expressly provided in this agreement, neither party by virtue of this agreement has authority to transact any business in the name of the other party or on its behalf or incur any liability for or on behalf of the other party.

### **16. Rights of Third Parties**

16.1. Unless the right of enforcement is expressly granted, it is not intended that a third party should have the right to enforce a provision of this agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

### **17. Law**

17.1. This agreement shall be governed by and construed in accordance with English law and the parties irrevocably agree that the English Courts shall have exclusive

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jurisdiction to settle any disputes which may arise out of or in connection with this agreement.

- 17.2. The Charity will process any personal data related to the Grant Holder and any Grant Personnel is subject the Charity's [Grants Privacy Policy](#).

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