



# Grants for Research Terms and Conditions

Applies to grants awarded from December 2024

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# Grants for Research Terms and Conditions

These Standard Terms and Conditions for Grants for Research, together with any applicable specific terms and conditions listed in the notice of award and/or conditional award comprise the **Grant Terms and Conditions** on which the Foundation awards the Grant to the principal investigator (“PI”) and the organisation that will be administering the Grant (“Host Institution”). These Grant Terms and Conditions should be read in conjunction with the [Guide for applicants](#) and [Guide for grant-holders](#) which should help the PI and the Host Institution in following the Foundation’s policies and processes (together the “Terms and Conditions”).

## Responsibilities of the PI and the Host - Institution

1. The PI and the Host Institution are responsible for completing the work detailed in the *Full Application* and for incorporating any amendments agreed prior to the *Confirmation of award (together the “Project”)*.
2. The PI and the Host Institution are responsible for meeting the requirements as set out in the *Confirmation of Award* letter, including but not limited to, the delivery of *Progress Reports, Communications Plan, Main Public Output* and *End of Project Assessment* to the dates specified (or subsequently agreed with the Foundation).
3. The PI and Host Institution must ensure that potential Conflicts of Interest are declared and subsequently managed. Conflicts of Interest that are known at the time of application must be declared within the *Full Application* while those that arise subsequently must be declared as soon as they become evident.
4. The Host Institution must ensure that all ethical committee approvals, agreements about access, animal licences and requirements of regulatory authorities and other local governance frameworks as set out in the *Full Application* and/or as part of good grant management and the Host Institutions own policies, are in place before the work begins and are maintained for the duration of the Grant. The PI must notify the Foundation immediately of failure to gain access to research facilities or samples, or to gain ethical approval, or if any access, or legal or regulatory requirements, lapse or are revoked during the course of the Grant.
5. The Host Institution must ensure that adequate business continuity plans are in place to ensure that operational interruptions to the Project are minimised.

6. It is the sole responsibility of the Host Institution to manage the resources on the Grant, including appointment of co-investigators and other staff and their training and supervision, Third Party (contractual) relationships and ensure that the Project is appropriately resourced for the duration of the Grant. Staff should be appropriately appointed and where possible in accordance with the [Concordat to Support the Career Development of Researchers](#).
7. The Host Institution shall be liable for and shall indemnify the Foundation in full against any expense, liability, loss, claim or proceedings arising under statute or common law in respect of personal injury to or death of any person whomsoever or loss of or damage to property arising out of or in the course of or caused by the Project activities.
8. The Foundation reserves the right to withhold funding or terminate a Grant at its sole discretion if the PI, the Host Institution, or any staff or Third Parties funded or contracted with on the Project are in breach of any of these *Terms and conditions* or are deemed unfit, unwilling or unable to pursue the activities of the Project within the Grant period, or if the Host Institution becomes insolvent or goes into any form of liquidation. Where a Grant is to be terminated, notice will be served three months prior to termination, during which time the Project should be wound up in discussion with the Foundation, and after which no further costs will be met. In cases of substantial non-delivery of the Project or misuse of the Grant, the Foundation may also seek repayment.
9. In the event these *Terms and Conditions* are breached, or the PI and/or the Host Institution are deemed non-compliant, the Foundation reserves the right to apply sanctions to ensure remedial measures are taken.

### *Changes to the Project*

10. It is the responsibility of the PI and the Host Institution to keep the Foundation informed of progress of a Project and particularly of important findings or emerging problems.
11. The PI must seek permission from the Foundation in advance of making any Material Changes to the Project, including but not limited to, the Project design and delivery, personnel, timetable, budget (including budget categories and allocation between them), proposed outputs, and Project start and end dates. Failure to do so may result in revision or termination of the Grant, and the Foundation reserves the right not to fund work that we have not agreed should be undertaken.

### *Staffing*

12. The PI must inform the Foundation immediately if they intends to take any leave of absence or leave the Host Institution during the course of the Grant. Decisions about transferring a Grant from one institution to another, or installing a new (co-)PI, rest with the Foundation. Depending on the situation the Foundation may set additional

requirements from the original Host Institution and the new institution to ensure the Project is delivered as planned.

13. The Foundation will not normally provide funds for staff to be appointed at, or promoted to, a higher level than that approved by Trustees. If staff are appointed at lower levels, the Foundation reserves the right to retain the balance.
14. The Foundation does not provide funds in respect of the Apprenticeship Levy.
15. The Foundation will not provide funds to cover costs incurred as a result of Project staff being absent as a result of parental leave, caring responsibilities, or sickness.
16. The PI and the Host Institution confirm that it has not already received competitively obtained research or support funding from any source, for the same research Project activities as the Foundation is funding. The PI must notify the Foundation in advance of seeking any financial support for the Project from other sources. The PI must notify the Foundation immediately if any such request is successful.

## Budgets and financial monitoring

17. The PI and the Host Institution are responsible for ensuring proper financial management of the Grant and accountability for the use of charitable funds. Grants from the Foundation should be treated as 'Restricted Funds' for accounting purposes.
18. The Grant must be drawn down quarterly in arrears and must be accompanied by a table setting out expenditure against the same budget categories used in the spreadsheet sent out with the *Confirmation of award* letter. The timings for when to send invoices can also be found in the *Confirmation of award* letter and invoices should be sent within two months of the date that the quarterly payments are made available.
19. The Foundation reserves the right to hold back up to 20% of the Grant amount (to a maximum of £50,000) pending satisfactory completion of the agreed work and all outputs, including but not limited to publishing and dissemination requirements as listed in point 27.
20. In exceptional cases where the Foundation has agreed prior to the *Confirmation of award* that Grant payments can be paid in advance, the *End of project assessment* should be accompanied by a full financial statement, which relates actual expenditure to the original budget described in the application. Any money that has been paid in advance but remains unspent must be repaid within 30 days of the *End of Project assessment*.
21. Any significant collaboration with other institutions must be detailed in the application. If it is not, and VAT or other associated costs becomes payable on the services provided by

a collaborating institution, the Foundation reserves the right not to fund any VAT or additional costs. Any VAT that is expected to be payable must be set out within the budget submitted as part of Full Applications; budgets should be inclusive of all VAT and local taxes, where applicable.

22. In addition, the Host Institution should carry out appropriate due diligence on any Third Parties used to deliver any part of the Project and shall ensure in particular, that such Third Parties comply with these *Terms and Conditions*. At the Foundation's request, the Host Institution must be able to provide details of expenditure of the Grant by any Third Parties.
23. The Foundation will fund salary increases arising from cost of living increases and/or routine spine point increases up to a ceiling of 5% per annum in total (with respect to the relevant budget category). These costs should be included in the budget of the *Full Application*, but the Foundation will only fund actual costs.
24. Equipment with a value of less than £5,000 that is funded by a Grant is donated to the Host Institution for the use of the Project and remains the property of the Host Institution afterwards. The Foundation is not responsible for the housing, maintenance, insurance, or movement of any equipment either during or after the Project. In cases where the equipment costs more than £5,000 and was purchased exclusively through funding by the Foundation, the Foundation must be consulted prior to its disposal, and in any disputed case will have the final say.
25. Equipment costs may include relevant upgrades that may be required to software or hardware during the lifetime of the Project.
26. All invoices for funded Project should be submitted to [Grantinvoices@nuffieldfoundation.org](mailto:Grantinvoices@nuffieldfoundation.org). Invoices should include the name of the PI and the Grant reference as specified in the *Confirmation of award*. All submitted invoices should also include a breakdown of expenditure using the budget categories that accompanied the *Confirmation of award* letter.
27. All expenditure must be incurred by the end date of the Grant as specified in the *Confirmation of award* or as subsequently revised in agreement with the Foundation. Final claims must be submitted no later than six months after the end date of the Grant, after which the Foundation will retain any unclaimed Grant balances. The Foundation is not liable for funding any costs incurred after the end date of the Project.

## **Dissemination, intellectual property, copyright and acknowledgement of the Foundation**

28. Unless otherwise agreed, all Projects funded through a research Grant should produce at least one report which is freely and publicly available and produced in accordance with the requirements specified in the *Guide for Grant-holders*. The Foundation will not

provide the final funds for Projects until the report is published and disseminated in accordance with the agreed *Communications Plan*.

29. PIs must inform the Foundation about all planned published outputs, giving the Foundation opportunity to review where agreed. PIs must give advance notice of all media releases relating to the Grant, for reasonable timeframes please see the *Guide for Grant-holders*.
30. In the event PI and Host Institution would want to acknowledge the Foundation, guidelines are outlined in the *Guide for Grant-holders* regarding use of the Foundation's logo and acknowledgement of the Foundation's funding in all media releases and all published outputs. This includes on websites or webpages that feature the Project.
31. No Party shall use the name or any trademark or logo of any other Party or the name of any of its staff or students in any publication or presentation, or for any other commercial purpose, without the prior written consent of the Party(s).
32. Unless otherwise agreed, the Foundation requires all primary quantitative data collected in the course of a Project to be deposited at an appropriate archive within one year of the completion of the Grant.

### *Intellectual Property*

33. Unless otherwise agreed, all intellectual property shall belong to the Party that generates them. Where the Grant is associated with more than one research organisation and/or other project partners, the basis of collaboration between the organisations including ownership of intellectual property and rights to exploitation, must be set out in a formal collaboration agreement in a way that is proportionate to and appropriately reflects the exact nature of the collaboration.
34. The PI and Host Institution are responsible for ensuring that all parties engaged in the research make every reasonable effort to ensure that the intellectual assets obtained in the course of the research, whether protected by intellectual property rights or not, are used to the benefit of society, the economy and endorse the Foundation's charitable activities.
35. Notwithstanding point 33, the Foundation reserves the right to claim ownership of intellectual assets, including intellectual property and to arrange for it to be exploited for the public benefit and the Foundation's charitable activities, taking into account the interests of the Host Institution and other stakeholders. An exploitation agreement will be drawn up between the relevant parties.
36. The Foundation expects the Host Institution to be responsible for the identification, protection and exploitation of any intellectual property rights arising from the Grant. The Host Institution agrees to keep the Foundation up to date with regards to its exploitation

efforts for a period of 5 years. In exceptional circumstances, where exploitation proves exceptionally profitable the Foundation may seek to recoup more than the cost of the original Grant.

## Data protection

37. The Foundation's privacy notice is available from <http://www.nuffieldfoundation.org/privacy-policy>
38. The PI and Host Institution are responsible for ensuring that all personal data processed in the delivery of the Project is dealt with ethically and in compliance with the requirements of data protection legislation, including the Data Protection Act 2018 and the UK General Data Protection Regulation.

## Research Governance

39. The Foundation underlines the importance of integrity and rigour in all research carried out on Grants funded by the Foundation. The PI and Host Institution should revert to the Host Institutions' own good research practice guidelines in first instance.
40. The PI and/or Host Institution must report to the Foundation any investigations into research misconduct associated with the Grant within one month of deciding to undertake a formal investigation, and subsequently notify the Foundation of the findings and any actions taken as described in the Policy on the Governance of Good Research Practice: [www.ukri.org/publications/ukri-policy-on-the-governance-of-good-researchpractice/](http://www.ukri.org/publications/ukri-policy-on-the-governance-of-good-researchpractice/).
41. The PI and Host Institution are expected to ensure that **equality, diversity and inclusion** is considered and supported at all stages throughout the performance of the Project. Your approach to supporting equality, diversity and inclusion is expected to at a minimum to meet all relevant legal obligations, including but not limited those of the Equality Act 2010 and any amendments of the Act such as the Worker Protection Act 2023 and equivalent legislation when acting in Northern Ireland. You are required to ensure suitable training, information and support is provided to ensure compliance under all equality legislation. Inclusive practices should be built into the design of systems, policies and processes to address issues of inequality.
42. All relevant safeguarding legislation must be adhered to, with emphasis on child protection legislation and the Modern Slavery Act 2015. You must have sufficient policies and/or processes in place in order to foster **safeguarding**.
43. To manage the risks associated with our funding, the Host Institution must inform the Foundation of any upheld allegations of sexual exploitation, abuse, bullying, psychological abuse, physical violence and harassment including in respect of any of the

protected characteristics as defined by the Equality Act 2010, against staff, students or associated personnel directly involved in a Foundation funded activities.

44. You must have clear, well-publicised **whistleblowing** policies and processes in place consistent with good industry practices.



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# Glossary

## **Actual Costs**

Actual expenditure/costs made to acquire a product and or services.

## **Apprenticeship Levy**

A levy to fund apprenticeship training for all employers.

## **(Grant) Terms and Conditions**

The combined set of rules and requirements outlined in the Standard Terms and Conditions for Grants for Research valid on the date of the Confirmation of Award, including any specific terms and conditions listed in the Notice of Award and/or Conditional Award.

## **Co-Investigator**

Researcher co-responsible for the execution and completion of the research project funded by the Grant.

## **Communications Plan**

The strategy for disseminating information about the project, including media releases and published outputs.

## **Conflict of Interest**

Situations where personal or organisational interests could potentially influence the impartiality or objectivity of the project. These must be declared and managed appropriately.

## **Confirmation of Award**

The formal agreement outlining the requirements and conditions of the Grant, including deliverables such as Progress Reports, Communications Plan, Main Public Output, and End of Project Assessment.

## **End of Project Assessment**

A comprehensive report evaluating the project's outcomes and effectiveness, submitted at the conclusion of the project.

## **Foundation**

The Nuffield Foundation.

**Full Application**

The completed application form which has been submitted, reviewed, and approved by the Foundation.

**Grant**

The financial award provided by the Foundation to support the research project led by a principal investigator (and, if applicable, co-investigators), administered by a Host Institution as confirmed in the Confirmation of Award letter.

**Guide for Grant-holders**

A supporting document to help Grant-holders manage their Grant and a further clarification of the Foundation's expectations and requirements, to be found [here](#).

**Host Institution**

The organisation responsible for administering the Grant and ensuring the project is carried out according to the Terms and Conditions.

**Intellectual Property (IP)**

Legal rights associated with creations of the mind, such as inventions, literary and artistic works, and symbols, names, and images used in commerce. IP arising from the project is generally owned by the party that generates it, unless otherwise agreed.

**Main Public Output**

The primary public-facing result or publication of the research project.

**Material Changes**

Significant alterations to the project design, delivery, personnel, timetable, budget, proposed outputs, or project dates, which require prior approval from the Foundation.

**Principal Investigator**

The lead researcher responsible for the execution and completion of the research project funded by the Grant.

**Progress Reports**

Regular updates on the project's progress, required as specified in the Confirmation of Award.

**Project**

The research work detailed in the Full Application, incorporating any amendments agreed upon prior to the Confirmation of Award.

**Restricted Funds**

Grants treated as restricted for accounting purposes, meaning they are to be used solely for the purposes specified by the Foundation.

**Third Party**

External organisations or persons not directly involved in the Project.

**Trustees**

Trustees in the Nuffield Foundation Board of Trustees. Trustees retain overall responsibility for all activities of the Foundation. All strategic and policy decisions are taken by Trustees collectively, advised by a number of committees.

**VAT (Value Added Tax)**

Consumption tax on goods and services.

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# Version Control

Version	Date Implemented	Changes
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