THE ROYAL SOCIETY

# Conditions of Award

## Royal Society Funding Schemes

These Conditions of Award set out the standard terms and conditions for Royal Society Awards. The Conditions of Award should be read in conjunction with the Letter of Offer and the Royal Society Policy and Position Statements applicable to Award Holders, which together set out the Terms and Conditions of the Award. The Policy and Position Statements 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 the Terms and Conditions. Failure to comply with the Terms and Conditions will lead to termination of the Award and, in accordance with paragraph 18(b) of the Conditions of Award, the Royal Society reserves the right to recover grant monies in part or in full.

In accordance with paragraph 18(a), the Royal Society reserves the right to vary the Conditions of Award at any time without prior notification.

### 1. Definitions

a. **The Royal Society:** the Royal Society ('the Society', a charity registered in England with number 207043), acting through its Council, who are Trustees of the Society under charity legislation.

b. **Award:** the grant provided by the Royal Society to support a proportion of the full costs of a Research Project or Fellowship as specified in the Letter of Offer.

c. **Award Holder**: 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 Project or Fellowship named in the Letter of Offer. Where there is more than one Award Holder, references in these Conditions of Award to 'Award Holder' shall refer to all of them.

d. **Award Period:** the period of the Award as set out in the Letter of Offer, commencing on the start date confirmed by the Host Organisation in the manner indicated by the Society and any partner funders.

e. **Bullying and Harassment:** Bullying is defined as the use of offensive, intimidating, malicious or insulting behaviour, to threaten or undermine an individual and/or their rights. Harassment is defined as unwanted physical, verbal or non-verbal conduct that violates an individual's dignity, or creates an intimidating, hostile, degrading, humiliating or offensive environment.

f. **Data:** includes computational or curated data, and data that are produced by an experimental or observational procedure.

g. **DSIT:** the Department of Science, Innovation and Technology, formally the Department for Business, Energy and Industrial Strategy, and any successor department of the UK government.

h. **Fellowship**: An Award providing a contribution to the support of a named individual and their personal research programme, as outlined in the Letter of Offer.

i. **Financial Statement:** a document to be prepared by the Host Organisation and submitted to the Society that sets out, (i) the actual expenditure incurred by the Host Organisation and any collaborative partners during the Award period, (ii) the total amount awarded and received from the Royal Society in respect of the Award, and (iii) any additional information that the Society requests from the Host Organisation.

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

k. **Host Organisation:** the University, institution, research council institute or other body at which some or all of the research funded by the award will be carried out or which employs one or more of the Award Holders, and which takes responsibility for the management of the

Project or Fellowship and the accountability of funds provided in accordance with the Terms and Conditions.

l. **Intellectual Property**: includes all inventions, discoveries, materials, technologies, products, data, algorithms, software, patents, databases, copyright and trade secret.

m. **Letter of Offer:** the letter from the Society and any partner funders to the Award Holder specifying the value and tenure of the Award.

n. **No-Cost Extension**: an extension of the Award Period beyond the original award end date without any additional financial cost to the Society or increase in the value of the Award.

o. **Partner**: where applicable, any university, institution, or other third-party 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).

p. **Policy and Position Statements:** a series of short and concise statements that articulate the policy and position of the Society on a range of topics that have direct relevance to both the Host Organisation and Award Holder and are a component of the Terms and Conditions.

q. **Report:** a form on which the Host Organisation reports on the activities undertaken during the Award Period that must be completed by the Award Holder and submitted to the Society or its partners as stipulated within the Letter of Offer.

r. **Research Project**: as outlined in the Letter of Offer.

s. **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.

t. **The Society**: the Royal Society, a charity established and incorporated by Royal Charter and registered in England with charity number 207043.

u. **Subsidy Control Laws**: the law embodied in the Subsidy Control Act 2022.

v. **Terms and Conditions**: the Letter of Offer, these Conditions of Award and the Royal Society Policy and Position Statements which apply to the Award.

Except where the context requires otherwise, any terms defined in these Conditions of Award shall have the same meaning in the Letter of Offer and Policy and Position Statements.

## 2. Value and use of the Award

a. The Award Holder and the Host Organisation agree to comply with the Terms and Conditions.

b. These Conditions of Award outline the funding arrangements between the Royal Society and the Award Holder. The Letter of Offer sets out any specific terms relating to the Award.

c. The value of the Award is stipulated in the Letter of Offer. All payments of the Award to the Host Organisation will be in accordance with the Terms and Conditions.

d. The Letter of Offer sets out the maximum value of the Award and the Society will only consider requests for additional funding as defined in our Policy and Position Statements or in exceptional circumstances. Any change to the value of the Award will be at the Society's discretion.

e. The Host Organisation will return to the Society any amount of the Award which remains unspent at the end of the Award Period and the Society will be entitled to recover the same as a debt.

f. The Host Organisation must ensure that the Award is used only by the Award Holder and for the activities specified by the Society in accordance with the Terms and Conditions.

g. The Host Organisation will undertake suitable due diligence at regular intervals to assess the controls and systems of any Partners involved in delivering the research, particularly those not based in the UK. These assessments will be shared with the Royal Society upon request and should determine, relative to research risk:

i. The reliability, integrity and efficiency of the Partners' controls, systems and processes, including compliance with the Terms and Conditions, relevant legislation, regulations, rules, policies and procedures;
ii. Whether the Partners can successfully deliver the relevant deliverables based on processes, past experience and whether they have sufficient staff capacity and capability available;
iii. The Partners' ability to correctly manage and account for research monies and assess as well as its financial health.

h. The Award must not be used to fund any activity other than as outlined in the application and Letter of Offer and, in particular, the Award must not be used to:
i. fund any activity that is not charitable under English law;
ii. fund any activity that may be political in intention, use or presentation, including any activity intended to influence or attempt to influence Parliament, government or political activity or legislative or regulatory action;
iii. fund any activity that may propagate a particular religion;
iv. fund any activity that may enable one part of government to challenge another on topics unrelated to the Project or Fellowship;
v. petition for additional funding
vi. fund any entertaining expenses specifically aimed at exerting undue influence to change government policy;
vii. fund any input VAT reclaimable by the Host Organisation from HMRC;
viii. fund interest payments or service charge payments for finance leases;
ix. pay any gifts;
x. pay any statutory fines, criminal fines or penalties, civil penalties, damages or any associated legal costs;
xi. pay for works or activities which the Host Organisation has a statutory duty to undertake or that are fully funded from other sources;
xii. pay bad debts to related parties;
xiii. fund any payment for unfair dismissal or other compensation; and
xiv. fund the depreciation, amortisation or impairment of assets owned by the Host Organisation.

i. 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.

j. Air travel being paid for in whole or in part through the Award must not exceed the standard class fare (economy or equivalent) for short-haul flights of duration up to four hours and premium economy or equivalent for flights over four hours in duration. Where exceptions to this policy are requested, the Award Holder is expected to seek approval from the Society, with justification, prior to the purchase of tickets.

## 3. Employment

a. The Society will not become an employer of the Award Holder or any other third party as a result of the provision of this Award. 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 must 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 (2019) and subsequent amendments. Research staff should be appointed on terms that are no less favourable than those of comparable posts in the Host Organisation.

c. The Host Organisation and Award Holder are expected to ensure that equality, diversity and inclusion is considered and supported at all stages throughout the performance of the Award, in line with the Society's position statement on diversity. The approach to supporting equality, diversity and inclusion is expected to exceed all relevant legal obligations, including but not limited to those of the UK's Equality Act 2010 and the Modern Slavery Act 2015.

## 4. Duty of Care and Safeguarding

a. The Host Organisation and the Award Holder shall:
   i. take reasonable steps to prevent actual, attempted or threatened exploitation, abuse or harassment by its employees;
   ii. take reasonable steps to ensure that individuals are enabled to report concerns and complaints of actual, attempted or threatened exploitation, abuse or harassment;

b. The Host Organisation shall adopt and follow robust procedures for the reporting and investigation of actual, attempted or threatened exploitation, abuse or harassment by its employees, including reporting such matters to the relevant authorities.

c. The Award Holder shall comply with the Host Organisation's policies and procedures in relation to preventing exploitation, abuse and harassment at all times, including reporting such matters to the Host Organisation and any relevant authorities.

d. The Host Organisation and the Award Holder shall, to the extent permitted by law, report to the Society any complaints of actual, attempted or threated exploitation, abuse or harassment where the complaint is relevant to the activities funded by the Award, as outlined in the Society's policy on Dignity and Respect of those involved with research funded by the Royal Society.

e. The Host Organisation and Award Holder acknowledge that the Society is under an obligation to report to DSIT if the Society becomes aware of any complaints of actual, attempted or threatened exploitation, abuse or harassment in relation to the Award Holder or the Host Organisation, where the complaint is relevant to the activities funded by the Grant. The details of such complaints will not be disclosed.

## 5. Research Management

a. Unless otherwise stated, all awards must be held at an eligible UK institution.

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 must meet the requirements of the Concordat to Support Research Integrity (2019) 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 the Research is being conducted collaboratively, and particularly within interdisciplinary or international partnerships, there is a Collaboration Agreement in place which articulates the standards and frameworks that will apply to the work, following the principles outlined in National Protective Security Authority guidelines on Trusted Research. For any breaches of the Terms and Conditions, whether by the Award Holder, the Host Organisation or a Partner, the Award Holder and Host Organisation will be held accountable.

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 and standards of UK legislation.

g. The Society endorses the principles and aims of the National Centre for the Replacement, Refinement and Reduction of Animals in Research (NC3Rs) 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. The

Host Organisation and the Award Holder must adopt the principles and aims of the NC3Rs.

h. In the case of research involving the use of animals, the Award Holder must inform the Society of the number and species of animals that will be used in the research and inform the Society 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.

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 ensure that the Research is carried out in accordance with all applicable ethical, legal and regulatory requirements including but not limited to relevant provisions of the UK General Data Protection Regulation, the Data Protection Act 2018, the Bribery Act 2010 and the Fraud Act 2006.

k. The Award Holder must declare to the Society any personal, business or professional activity which conflicts or could conflict with the activities funded by the Award.

## 6. Administration

a. The Host Organisation must ensure that sufficient resources are provided to support the activities described in the Letter of Offer. This includes adequate office and laboratory space and access to essential equipment and facilities.

b. It is the responsibility of the Host Organisation and Award Holder to inform the Society of any significant changes that will affect the delivery of the Award. Any changes must be submitted to the Society at least one (1) month before the changes are due to take effect.

c. The Host Organisation and/or Award Holder must notify the Society as soon as reasonably possible of long-term absence. The Award will be placed in abeyance for the duration of Award Holder's absence and managed in line with the Society's policy on leave and flexible working.

d. Whilst in abeyance, no further payments will be made to the Host Organisation in respect of the Award, with the exception of any agreed PhD student costs.

e. Following notification of a period of absence, it is the responsibility of the Host Organisation and the Award Holder to notify the Society of the planned date for return. The Award Holder and Host Organisation must confirm or notify the Society at least one month prior to the planned return date.

f. Changes to the Award Holder are not permitted and, in the event of resignation or other termination of employment, the Award will be automatically terminated unless a transfer is agreed in accordance with (g) below.

g. Where an Award Holder moves to a new organisation eligible to be the Host Organisation, the Award may be transferred to a new Host Organisation subject to prior written approval from the Society and a written agreement between the current and new Host Organisations. The value of the award will not be revised following transfer.

## 7. Reporting

a. The Award Holder is required to submit:
   i. a final Report and Financial Statement on the research funded by the Award.
   ii. interim Reports as outlined in the Letter of Offer.

b. The Society reserves the right to require the Host Organisation to complete and submit an interim Financial Statement for a financial year (1st April to 31st March) at any time during the course of the Award, or to provide supplementary information in support of an interim or final Financial Statement.

c. The Society may, at its discretion, request further information from the Award Holder and/or the Host Organisation at any time in relation to the Award and its expenditure, and the Award Holder and/or the Host Organisation shall comply with any such requests, in particular where details of expenditure by Partners is required.

d. All Reports and Financial Statements shall be in the format required by the Society and shall, in particular, include a summary of the spend to date, progress on the Award and a summary of the outputs from the Award to date.

e. The Award Holder is required to submit all interim Reports and Financial Statements within 30 calendar days of the date requested.

f. The Award Holder is required to submit all final Reports and Financial Statements within three (3) months of the end date of the Award.

g. If there are exceptional reasons that will prevent submission of the final Report within the period allowed, a written request for an extension may be submitted no later than ten (10) working days before the due date.

h. In the event that the final Report and/or Financial Statement is not submitted within six (6) months of the end of the Award Period, the Society may, at its discretion, require repayment of all payments made under the Award.

i. It is the responsibility of the Award Holder to submit satisfactory Reports as required. Failure to submit a Report that has been deemed as satisfactory by the Society can result in the Award payments being suspended or withdrawn.

j. The Award Holder will not be able to apply or be considered for Royal Society funding while any overdue reports are outstanding.

k. All Financial Statements must be approved by a member of the Host Organisation with appropriate delegated budgetary authority.

l. The Society may, at its discretion, request further information from the Award Holder and/or the Host Organisation at any time in relation to the Award and its expenditure, and the Award Holder and/or the Host Organisation shall comply with any such requests, in particular where details of expenditure by Partners is required.

m. In the event that interim Financial Statements or Reports are delayed or not submitted, the Society will place an Award in abeyance until the Society is satisfied that any outstanding Reports or other information have been submitted. Whilst in abeyance, no further payments will be made to the Host Organisation in respect of the Award.

n. The Award Holder or the Host Organisation must inform the Society without delay of:
   i. any factors that may adversely affect the Award activities;
   ii. any factors that may adversely affect the reputations of the Host Organisation, Award Holder and/or the Society;
   iii. any change to the status of the Award Holder or the Host Organisation or the status of any other participant;
   iv. any financial or other difficulties experienced which might affect the ability of the Host Organisation or the Award Holder to comply with the Terms and Conditions;
   v. any significant divergence from the original aims and directions of the research project that is being funded by the Award;
   vi. any cessation and event or circumstance that is likely to affect the overall delivery of the project.

   This includes (but is not limited to) suspicion of or actual fraud, corruption, financial impropriety, research misconduct, bullying or harassment.

## 8. Financial Management

a. The Society will pay the Award in line with the agreed payment schedule in the Letter of Offer and will not pay out or arrange to defray money or for money to be defrayed to the Host Organisation in advance of need. Amendments to the schedule can be arranged on request.

b. The Host Organisation must ensure proper financial management of the Award, including by collaborative Partners, 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 or theft associated with the Award must be notified to the Society immediately. The Host Organisation shall provide the Society with details of the steps being taken to investigate and shall keep the Society informed about the progress of any such investigation.

c. Virement is permitted only within outlined eligible costs with the following exceptions:

i. Virement into or out of the Award Holder's salary is not permitted without agreement from the Royal Society.
ii. Virement into indirect or estate costs is not permitted without agreement of the Royal Society.
iii. Virement of funds to purchase new items of equipment with a value in excess of £138,000 is not permitted without the agreement of the Royal Society. The Society reserves the right to seek contributions from the Host Organisation for such items.
iv. Virement into or out of the costs of postgraduate studentships is not permitted without agreement of the Royal Society. However, where additional or replacement students are recruited, funds may be vired from non-salary cost categories.

Transfers of funds between all other budget headings are permitted without seeking prior consent from the Society.

d. Funds can only be transferred and used to meet the cost of activity or activities that meet the agreed aims and objectives of the Research and must not be used to meet costs on any other Award or activity.

e. While approval does not need to be sought to vire funds (except for specific exclusions), the Society reserves the right to query any expenditure outlined in the Final Financial Statement which has not been incurred in line with the Terms and Conditions, including any specific requirements outlined in the Letter of Offer.

f. The Host Organisation must ensure that any costs covered by the Award do not duplicate, and are not duplicated by, 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.

g. The Host Organisation and Award Holder must ensure that Award funding is used in accordance with the Terms and Conditions. In the event that funding is not being used in accordance with the Terms and Conditions, the Society reserves the right to withdraw further support and recover from the Host Organisation all Award payments already made.

h. Subject to giving reasonable prior notice, the Society may at any time during the Award Period and up to seven years after the end of the Award Period, inspect the premises where the Research takes place, conduct audits and request further information which it considers necessary. 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. The Host Organisation and the Award Holder agree to grant the Society and any other body or individual acting on behalf of the Society access to such sites and information.

i. The Host Organisation must retain all invoices, receipts, accounting records and any other documentation relating to the expenditure of the Award for a period of seven years from the end of the Award Period.

j. The 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 Terms and Conditions.

k. The Society is not obliged to make any further payments in respect of the Award once it has received the Final Financial Statement. The Society will reconcile the expenditure incurred against payments made to ensure that any agreed underspend on the Award is returned to the Society. Any overspend must be met by the Host Organisation.

l. Where an Award is transferred to another eligible Host Organisation or where an Award Holder resigns the Award, payments by the Society to the Host Organisation will be paid up to the date of transfer or resignation. The Host Organisation shall provide the Society with a Financial Statement reconciling the Award up to the date of transfer. The Society will pay any agreed outstanding costs. Any unspent costs will be returned to the Society.

m. The Host Organisation and the Award Holder must not create any charge, legal mortgage, debenture or lien of any asset purchased using

the Award without the prior written consent of the Society.

n. The Host Organisation and the Award Holder will comply with all Subsidy Control laws or any successor legislation and provide such documentation to the Society as is necessary to ensure compliance, as outlined in Appendix 2 – Subsidy Control.

## 9. Equipment

a. The Host Organisation must ensure that it has in place clearly defined procedures for the procurement of equipment valued over £25,000 (including VAT), consumables and services provided by the Award, and it must comply with all relevant national 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 Society, the Host Organisation must make available full details of the procurement decision making process for any purchase relating to the Award.

c. Equipment purchased or substantially improved using the Award must be used primarily to support the Award Holder's research. Items of equipment valued at £138,000 (inclusive of VAT) or less are the property of the Host Organisation.

d. Where funded, items of equipment purchased, developed, or improved wholly or mainly by the Award and valued at greater than £138,000 will be the property of DSIT until ownership is formally transferred, disposed or otherwise agreed, including where such equipment is being kept outside of the UK.

e. The Award Holder and Host Organisation must gain the approval of the Society in advance to purchase any equipment with a value in excess of £138,000. Where such a request for approval is made the Award Holder must provide the following information:
   i. the purpose of the proposed purchase/improvement;
   ii. the monetary value of the equipment;
   iii. provision of three written quotes and details of preferred supplier; and
   iv. such other information as the Society may request.

f. The Society may approve the purchase of items referred to above, subject to such conditions as it may deem necessary.

g. The Host Organisation will keep an up-to-date asset register of all equipment valued at more than £138,000 purchased using Award funds throughout the lifecycle of this programme, which shall be provided to the Society upon request. The asset register must include:
   i. date of acquisition or improvement;
   ii. description of the asset;
   iii. cost, net of recoverable VAT;
   iv. location of the asset for the duration of the Award; and depreciation/amortisation policy applied during the Award;
   v. details of the final location, if different to the Host Organisation; and
   vi. the individual responsible for all items of equipment purchased through the Award..

h. Any proposal to purchase an item of equipment or other asset within the last six (6) months of an Award will require prior written approval from the Society. The Society will seek assurance that the item is essential to the research.

i. If the need for the equipment diminishes substantially or it is not used for the purpose for which it was funded, the Society reserves the right to require the Host Organisation to dispose of the equipment and claim the proceeds of any sale.

j. The Society may require any funded equipment to be transferred to another Host Organisation during the Award Period or within one year of the end of the Award Period. In particular, in the event that the Award Holder transfers to another Host Organisation in the UK during the Award Period, permission should be given for the equipment to be transferred accordingly at no cost to the Society and this permission should not be unreasonably withheld.

k. The Host Organisation must ensure that any equipment purchased with the Award is appropriately insured and maintained throughout its useful life.

## 10. Data Protection

a. As stipulated in the Society's Privacy Policy, the Society, and where applicable any partner funders, 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, provision of training and mentoring and general Society business.

b. To meet the Society's obligations for public accountability, the dissemination of information and monitoring and reporting, details of Awards may be made available on the Society's website and will be shared with the Society's funders, selected partners and third-party monitoring and evaluation contractors. The data may also be made available on any funding partner's website and other publicly available databases, and in reports, documents and mailing lists.

c. During and following completion of the Award, the Royal Society 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 Data Protection Act 2018, the EU Privacy and Electronic Communications Regulation and the UK General Data Protection Regulation) that arise in connection with this activity.

d. The Host Organisation and Award Holder acknowledge that the Society may, on request from DSIT or any of its agents, share contact details of the Host Organisation and Award Holder in order to enable DSIT to carry out an evaluation of funding provided to the Society.

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 UK 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. Data Management and Storage

a. The Host Organisation and Award Holder are expected to adopt the principles, standards and good practice for the management of research staff set out in the Concordat on Open Research Data (2016) and subsequent amendments.

b. The Society expects the Host Organisation and Award Holder to give careful consideration to their approach for managing and sharing data generated through the research to ensure it will benefit the wider research community, maximises public benefit and, where appropriate, make it openly available within a reasonable timeframe with as few restrictions as possible.

c. The Society expects the Host Organisation and Award Holder to ensure that generated research data is managed within the constraints of relevant legal, ethical and regulatory frameworks, including protecting the confidentiality, privacy and consent of any individuals involved with the research.

d. The Society expects the Host Organisation and Award Holder to adopt best practice for data sharing, submitting generated datasets to an appropriate and openly available repository, ensuring that the data is accessible, assessable, useable and traceable.

e. The Society expects all Award Holders as 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.

## 12. 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 Royal Society in reports or other published materials that arise from the research, and other forms of media communication, including media appearances, press releases and conferences, quoting the Award reference number where appropriate.

d. The Host Organisation must ensure that it obtains the prior approval of the Society's Press and Public Relations Section on any press statements associated with the Award.

e. The Royal Society's statement on open access commits to the widest possible dissemination of research outputs through the Awards. It supports and strongly encourages Award Holders to publish peer-reviewed articles, monographs and conference proceedings in Open Access journals. At a minimum, Award Holders are expected to follow "green" routes of Open Access but the Royal Society's preference is for publications to be made freely accessible at the point of publication.

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.

g. The Host Organisation and the Award Holder shall comply with all reasonable requests from the Society to facilitate visits, provide reports, statistics, photographs and case studies that the Society might be requested to share with DSIT in relation to the Award.

## 13. Intellectual Property and Commercial Exploitation

a. Unless stated otherwise, the ownership of any Intellectual Property developed through the Award and responsibility for its identification, protection, management and exploitation rests with the Host Organisation.

b. Where the Award is associated with more than one research organisation and/or Partner, the terms of the collaboration between the organisations, including ownership of Intellectual Property and rights to exploitation, must be set out in a formal Collaboration Agreement. It is the Host Organisation's responsibility to ensure such an agreement is in place by the commencement of the Award and follows the principles on international research collaboration outlined by the National Protective Security Authority guidelines on Trusted Research.

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 appropriately protected and exploited and used to the benefit of society and the economy.

d. In exceptional cases, the Society reserves the right to require the Intellectual Property developed through the Award to be promptly assigned to the Society or a third party and arrange for its exploitation for national benefit and that of the Host Organisation and Partners involved.

## 14. 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 Organisation's guidelines on Overseas Travel and Safety in Fieldwork, particularly for high risk countries. The Society will not be held liable for the health, safety and security of the Award Holder or individuals employed by the Host Organisation and funded using the Award.

## 15. National Security

a. The Award Holder and Host Organization shall have full regard to the National Security considerations set out in the Grants Functional Guidelines published by the UK Government

Cabinet Office, as may be amended from time to time and shall ensure that the activities conducted with the Award do not prejudice compliance with the Grants Functional Guidelines.

b. The Award Holder and Host Organisation must ensure that the Research Project and any acquisitions made are compliant with the National Security and Investment (NSI) Act 2021. The Host Organisation may be required to notify the government about any relevant activity.

c. The Award Holder and the Host Organisation shall report to the Society as soon as possible after the Award Holder or Host Organisation become, or are made aware of, national security concerns arising in relation to the Award Holder, Host Organisation or the Award including any suspected breach of paragraph 15(a) and paragraph 15(b).

d. The Society will immediately suspend the Award and may require the Host Organisation to repay the Award if the Award Holder or Host Organisation are found to be in breach of the National Security and Investment (NSI) Act 2021.

## 16. Environmental

a. The Award Holder and the Host Organisation shall comply with DSIT's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

b. The Award Holder and the Host Organisation shall pay due regard to the use of recycled products, so long as they are not detrimental to provision of the activities under the Award or to the environment, to include the use of all packaging, which should be capable of recovery for re-use or recycling.

c. The Award Holder and Host Organisation shall take all possible precautions to ensure that any equipment and materials used in the activities funded by the Award do not contain chlorofluorocarbons, halons or any other damaging substances, unless unavoidable, in which case the Society should be notified in advance of their use.

d. The Award Holder and Host Organisation shall endeavour to reduce fuel emissions wherever possible.

e. The Society expects the Award Holder and their Host Organisation to play a key role in minimising the environmental impact of their research through using the most sustainable methods possible and prioritising sustainability over cost.

## 17. Limitation of Liability

a. The Society and any of its partners accept no responsibility for costs or liabilities arising from the research funded by the Award, other than those set out in the Terms and Conditions or otherwise agreed in writing.

b. The Host Organisation shall indemnify and hold harmless the Society for all liabilities, costs, expenses, damages and losses suffered or incurred by the Society arising from any breach of these Terms and Conditions by the Host Organisation, the Award Holder or any other person working on the Award (including employees, students, visiting fellows and subcontractors of the Host Organisation.

## 18. Variation, Suspension and Termination

a. The Royal Society reserves the right to amend the Terms and Conditions (including these Conditions of Award, the Policy and Position Statements, and any terms and conditions in the Letter of Offer) at its absolute discretion. Any change to the Conditions of Award or the Policy and Position Statements will be notified on the Society's website.

b. The Society reserves the right to terminate or suspend the Award at any time, subject to reasonable notice. 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 Society and the Host Organisation will fully indemnify the Society in respect of any claims brought against the Society in this regard.

c. Without prejudice to all other rights and remedies, the 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 Terms and Conditions or for any purpose which is not charitable under the laws of England and Wales;
ii. the Society is not satisfied with the content of any written Report or Financial Statement or such written Report or Financial Statement is not submitted within the timeframes set out in the Letter of Offer and these Conditions of Award;
iii. the Society, acting reasonably, does not believe that the outputs of the Award will be met;
iv. the Host Organisation and/or Award Holder obtains funding from a third party which, in the reasonable opinion of the Society, is likely to bring the reputation of the work of the Host Organisation, Award Holder or the Society into disrepute;
v. the Host Organisation and/or Award Holder provides the Society with any materially misleading, inaccurate or false information;
vi. 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 Terms and Conditions; or
    2. taken any actions which, in the reasonable opinion of the Society bring or are likely to bring the name or reputation of the Society into disrepute including through non-compliance with the Equality Act 2010;
vii. the Host Organisation or any of its collaborative Partners on the Award cease to operate for any reason, or pass a resolution (or any competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent restructuring or amalgamation);
viii. the Host Organisation or any of its collaborative Partners become insolvent, or declared bankrupt, or placed into receivership, administration or liquidation, or a petition has been presented for its winding up or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due; or
ix. the Host Organisation and/or Award Holder fails to comply with any of the Terms and Conditions.

d. In the event that the Society's funding is reduced or withdrawn by the UK Government (or other funding partners) or if the Society should enter into administration, the Society reserves the right to terminate or reduce in value any awards with immediate effect with no liability for any further Fellowship or Award payments. The Host Organisation will fully indemnify the Society in respect of any claims brought in this regard.

e. Wherever under the Terms and Conditions 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 Terms and Conditions), the Royal Society may deduct that sum from any sum then due or which my later become due to the Host Organisation and/or Award Holder under the Terms and Conditions or under any other agreement or contract with the Royal Society.

## 19. Governing law and Jurisdiction

a. The Terms and Conditions (including these Conditions of Award and the Letter of Offer) 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 the 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.

# Appendix 1 – Studentships

The terms and conditions outlined above also apply to postgraduate studentships that are associated with a holder of a Royal Society Award (the Award Holder). In addition, the following terms and conditions are specific to those grants on which a studentships is funded.

## 1. Supervision of Students and Annual Reporting

a. Students will be supervised by the Award Holder.

b. If requested, the Award Holder and/or the Host Organisation will provide the details of any students supported through the Award.

c. Where the Award Holder has not previously supervised a PhD student, additional supervisory or tutorial support will be arranged for the student by the Host Organisation.

d. Progress on the studentship should be monitored by the Host Organisation through the normal institutional arrangements. It is expected that as part of these arrangements, the student will be subject to a viva at the end of the first year and that continuation of the studentship will be subject to successful performance at this point.

e. Upon request, research students are expected to submit a Report to the Society outlining their progress of their PhD studentship. It is the responsibility of the Award Holder to ensure that the Report has been submitted. Failure to submit the Report within 30 days of the due date may result in further funding for the studentship being withdrawn.

## 2. Responsibilities of the Host Organisation

a. It is the responsibility of the Host Organisation to select, administer and supervise the postgraduate student throughout their studentship. The Host Organisation must register the candidate for a PhD studentship. The Host Organisation must ensure that the PhD student receives no less favourable support, benefits and conditions than other PhD students in the organisation.

b. The Host Organisation must ensure that adequate facilities and resources are made available for the research training.

c. It is the responsibility of the Host Organisation to ensure
that a safe working environment is provided that meets the requirements of Health & Safety legislation, and any other legislation concerning the health, welfare and rights of students, including the Data Protection Act.

d. The Host Organisation must ensure that the student's project is within the funding remit of the Society.

e. The Host Organisation must ensure that the research supported by the Award complies with all relevant legislation and Government regulation, including that introduced while work is in progress.

f. In the event that the student appointed is an international student, it is the responsibility of the Host Organisation to meet any differences between home and international fee levels as well as ensure that appropriate arrangements are made with respect to acquiring the appropriate visa.

## 3. Studentship Funds

a. The Host Organisation is responsible for ensuring the proper financial management of the studentship. Host Organisations are expected to take reasonable steps to recover monies paid to students in advance who leave or whose studentship is terminated. Any money not recovered cannot be charged to the Award.

b. Studentship funds may be used for student stipends, University fees and, if awarded, project related research costs and the costs of research training (for example, travel and conference attendance).

c. The value of the studentship may be varied by the Society during the lifetime of the studentship.

d. Award funds cannot be used to meet the costs of any activity that will fall beyond the actual end date of the studentship without prior written permission of the Society.

e. Studentships may be held on a part time basis but should not run beyond the end date of the Award Holder's award under which the studentship was awarded.

f. In the event that the research student does not complete the PhD, no further payments will be made to the Host Organisation with respect to the PhD studentship.

## 4. Extensions, Suspensions and Terminations of Studentships

a. It is the responsibility of the Host Organisation to make suitable arrangements for dealing with absences of students for illness, parental leave, adoptive leave, extended jury service and holidays.

b. The Host Organisation must ensure that it informs the Society of unauthorised absences by students, so that future payments may be stopped and those already made in advance can be recovered.

c. The period of a student's support may be extended at the Host Organisation's discretion to offset a period of genuine absence.

d. In the event that the Society's public funding is reduced or withdrawn by Government or if private sources of funding are reduced or withdrawn, we reserve the right to terminate any awards with no liability for any further Fellowship, Award or Studentship payments or for any payment of redundancy pay or any other compensatory payment for the dismissal of staff funded by the Award. The Host Organisation will fully indemnify the Society in respect of any claims brought against the Society in this regard.

## 5. Student Transfers

a. In the event of an Award Holder (i.e. the student's Supervisor) moving Host Organisation, it is the responsibility of the Host Organisation to provide alternative supervision of the student. If the student wishes to transfer Host Organisations with the Award Holder then agreement between the Host Organisations concerned must be arranged and agreed, and the Society informed well in advance. Arrangements for such a transfer will include transfer of the relevant funds.

b. The Award will not be amended to take account of the transfer of a student from one Host Organisation to another, or from one department to another within the Host Organisation.

c. The Society should be notified in writing of Award Holders or students whose Awards have been terminated.

d. All Award transfers or extensions require written approval from the Society in advance of being formally agreed by the Host Organisation, so that appropriate arrangements can be made for transfer of funds.

# Appendix 2 – Subsidy Control

a. The Award is awarded as in accordance with Section 36 of the Subsidy Control Act 2022 (referred hereafter as the Act) which enables the Host Organisation to receive up to a maximum level of subsidy without engaging the subsidy control requirements (with the exception of the transparency requirements for subsidies over £100,000) under the Act ("Minimal Financial Assistance"). The current threshold is £315,000 to a single enterprise over the elapsed part of the current financial year and the two preceding financial years ("the Applicable Period").

b. The Host Organisation acknowledges and accepts that the relevant limit for Minimal Financial Assistance comprises other Minimal Financial Assistance, Services of Special Economic Interest Assistance (as defined under the Act), Small Amounts of Financial Assistance given under Articles 364(4) or 365(3) of the UK-EU Trade and Cooperation Agreement, and De Minimis State Aid ("Exempt Subsidy/Subsidies"), irrespective of whether such subsidy or aid was provided by other public authorities and their agents, related to other projects or was made by means other than grants (for instance, foregone interest on loans) awarded to the Host Organisation over the Applicable Period.

c. The Society has provided the Award Holder and Host Organisation with a Minimal Financial Assistance notification in the Letter of Offer. The provision of this Award will be conditional upon the Award Holder and Host Organisation providing the Society with the Minimal Financial Assistance declaration form confirming how much Exempt Subsidy if any, it has received in the Applicable Period.

d. The Society may not pay the Host Organisation the Award if, added to any previous Exempt Subsidy the Grant Recipient has received during the Applicable Period, the Award causes the Host Organisation to exceed the relevant limit for Minimal Financial Assistance.

e. For the purposes of the Minimal Financial Assistance declaration:
   i. the financial year means a period of 12 months ending 31st March;
   ii. an enterprise means the enterprise that receives, or would receive, minimal financial assistance; and
   iii. subsidy is subsidy granted to a single enterprise, which may include legal entities separate to the Host Organisation (such as current or former subsidiaries).

f. The Host Organisation must retain the Conditions of Award, Letter of Offer and the completed Minimal Financial Assistance declaration form and produce it on request by the Society.

g. The Host Organisation acknowledges that it is their responsibility to read the Subsidy Control Act 2022 in its entirety, and to seek advice (including legal advice) on its application to Host Organisation's business if appropriate.

h. The Award Holder and Host Organisation acknowledges that the Society and Host Organisation are jointly and severally responsible for maintaining detailed records with the information and supporting documentation necessary to establish that all the conditions set out in these Conditions of Award are fulfilled.

i. The Host Organisation agrees to keep a written record detailing that it has received a subsidy by way of Minimal Financial Assistance, the date on which it was given and the gross value amount of the assistance and must keep this record for at least three years from the given date.