



**UK Research  
and Innovation**

**UK RESEARCH AND INNOVATION fEC GRANTS**

**STANDARD TERMS AND CONDITIONS OF GRANT**

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## **Introduction**

### **UK Research and Innovation fEC Grants Standard Terms and Conditions of Grant**

The Standard Terms and Conditions of Grant apply to Research Grants and Fellowships, costed and funded on a Full Economic Costs basis (fEC) and calculated according to the Transparent Approach to Costing (TRAC) or an equivalent methodology, awarded by the following seven UK Research and Innovation (UKRI) Councils:

- Arts and Humanities Research Council (AHRC)
- Biotechnology and Biological Sciences Research Council (BBSRC)
- Economic and Social Research Council (ESRC)
- Engineering and Physical Sciences Research Council (EPSRC)
- Medical Research Council (MRC)
- Natural Environment Research Council (NERC)
- Science and Technology Facilities Council (STFC)

## **Application of Standard Terms and Conditions of Grant**

In these Standard Terms and Conditions of Grant, the words “**We**”, “**Our**” or “**Us**” refer to **the relevant Council of UKRI awarding the Grant** and “**You**” or “**Your**” refer to **the Research Organisation in receipt of the Grant**. Other key terms used in these Standard Terms and Conditions of Grant are set out in the Definitions attached at Annex A.

These Standard Terms and Conditions of Grant, together with any applicable Specific Terms and Conditions of Grant required by an individual Council of UKRI comprise the Grant Terms and Conditions on which UKRI awards the Grant to the Research Organisation. Specific Terms and Conditions of Grant will be set out in the Grant Offer Letter.

These Grant Terms and Conditions should be read in conjunction with the sources outlined in Annex B, in the event of any conflict the terms of these Conditions should prevail.

## **Use of Grant Proposal Information**

UK Research and Innovation (UKRI) handles all personal data in accordance with current UK data protection legislation and the EU General Data Protection Regulation (GDPR) where appropriate.

It is the responsibility of the Research Organisation to ensure that both students it funds from UKRI funding and individuals who receive grant funding, or who are later involved in the award, are made aware of how personal data may be used by both UKRI and the Research Organisation. This includes information relating to groups such as students, supervisors, project partners, investigators, named researchers and support staff.

To meet UKRI’s obligations for public accountability and the dissemination of information, contents of funded research proposals will also be made available on the Councils’ websites and other publicly available sources. As a condition of funding, UKRI may use the data to publish information on awards made. We may also share information with third parties to support, for example, open access publication and reporting outcomes via Researchfish. This includes data submitted through Je-S Student Details (SD).

UKRI is also subject to the UK Freedom of Information Act (2000) and the Environmental Information Regulations (2004) and may be required to release grant information on request, subject to appropriate exemptions.

Further information is provided by the UKRI Use of grant proposal information addendum ([www.ukri.org/apply-for-funding/before-you-apply/your-responsibilities-if-you-get-funding/meeting-ukri-terms-and-conditions-for-funding/](http://www.ukri.org/apply-for-funding/before-you-apply/your-responsibilities-if-you-get-funding/meeting-ukri-terms-and-conditions-for-funding/)) and via the UKRI Privacy Notice ([www.ukri.org/about-us/privacy-notice/](http://www.ukri.org/about-us/privacy-notice/)).

## **Standard Terms and Conditions of Grant**

### **RGC 1 Variation to Terms and Conditions**

UKRI reserves the right to amend and vary these Standard Terms and Conditions of Grant and any Specific Terms and Conditions of Grant or applicable policies at any time. The latest version of the Standard Terms and Conditions of Grant apply to all Grants with immediate effect and supersede any previous Standard Terms and Conditions under which a Grant was awarded unless otherwise stated. However, any Specific Terms and Conditions of Grant will still apply. Additional costs incurred as a direct result of changes made to Our Terms and Conditions should be managed within the Grant cash limit. Where the cash limit is exceeded solely due to costs incurred as a result of changes made to Our Terms and Conditions, a case can be made to Us for additional funds on an exceptional basis. The latest version of the Standard Terms and Conditions of Grant are available on the UKRI website at: [www.ukri.org/apply-for-funding/before-you-apply/your-responsibilities-if-you-get-funding/meeting-ukri-terms-and-conditions-for-funding/](http://www.ukri.org/apply-for-funding/before-you-apply/your-responsibilities-if-you-get-funding/meeting-ukri-terms-and-conditions-for-funding/)

### **RGC 2 Accountability & Responsibilities of the Research Organisation**

**RGC 2.1** You are responsible for ensuring that the Project carried out by You, the Grant Holder and any Research Workers or other Third Parties, comply with these Standard Terms and Conditions of Grant and any Specific Terms and Conditions of Grant.

**RGC 2.2** You must ensure that the Project is carried out in accordance with all applicable ethical, legal and regulatory requirements including but not limited to relevant provisions of the General Data Protection Regulation, the Data Protection Act 2018, the Bribery Act 2010, the Fraud Act 2006, the Equality Act 2010 and the Modern Slavery Act 2015.

**RGC 2.3.1** Unless RGC 2.3.5 applies, You must ensure at all times that the Grant funding awarded to You is compliant with any legislation applicable in the United Kingdom on or after 1 January 2021 that regulates the granting by a public sector body of any advantage which threatens to or actually distorts competition in the United Kingdom and/or any other country or countries (“UK Subsidy Control Framework”).

**RGC 2.3.2** You must inform Us of any other public funding applied for or awarded against the eligible costs covered by this Grant.

**RGC 2.3.3** We will immediately suspend the Grant and may require You to repay Grant funding if You are found to have received aid that is deemed to be in breach of the UK Subsidy Control Framework.

**RGC 2.3.4** No subcontract or other agreement with a Third Party can be made which would constitute a breach of the UK Subsidy Control Framework.

**RGC 2.3.5** The EU State Aid regulations will apply to the Grant funding where You have returned the Grant Offer Acceptance document before 1 January 2021 or where the Grant funding will affect trade between Northern Ireland and the EU as envisaged by Article 10 of the Protocol on Ireland/Northern Ireland in the EU Withdrawal Agreement. In such cases, RGC 2.3.6 to RGC 2.3.11 below will apply instead of RGC 2.3.1 to RGC 2.3.4.

**RGC 2.3.6** Where You have been informed that Your use of the Grant counts as either De Minimis or has been awarded through the UKRI Research, Development and

Innovation Scheme operating under Commission Regulation (EU) No 651/2014 (the General Block Exemption Regulation (GBER)) and subsequent amendment, You must ensure at all times that You are compliant with the State Aid regulations under which the Grant has been awarded.

**RGC 2.3.7** You must inform Us of any other public funding applied for or awarded against the eligible costs covered by this Grant. It is Your responsibility to ensure that the cumulative total of public funding and aid intensity You are receiving for the Project does not exceed those limits stated under De Minimis or GBER. You must ensure that You comply with State Aid rules, which are those rules contained in Articles 107 to 109 of Section 2, Title VII, of the Common Rules on Competition, Taxation and Approximation of Laws, Consolidated versions of the Treaty on European Union and the Treaty on the Functioning of the European Union (2008/C 115/01).

**RGC 2.3.8** We will immediately suspend the Grant if You become subject to a recovery order that follows on from a previous European Commission decision, which declares any aid You have received as illegal and incompatible with the internal market.

**RGC 2.3.9** Where You are required by an order of the European Commission to repay any Grant to Us that is found to be unlawful State Aid, interest will be charged on the amount being reclaimed from the date of payment at the applicable legislated rate.

**RGC 2.3.10** No subcontract or other agreement with a Third Party can be made which would constitute a breach of Your obligations under the EU State Aid regulations.

**RGC 2.3.11** You acknowledge that We may be required to provide the European Commission with information about the financial assistance given to You by Us and You agree to provide such assistance as We shall reasonably request.

**RGC 2.4** You are accountable for the conduct of the Project including the conduct of the research, the use of public funds and the proper financial management of the Grant in accordance with these Standard Terms and Conditions of Grant and any Specific Terms and Conditions of Grant, whether the Project is carried out by You or the Grant Holder, Research Workers or other Third Party.

**RGC 2.5** You must ensure that the Grant is spent in a way that is consistent with the purpose and conditions set out in the Offer Letter.

**RGC 2.6** You must 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 Standard Terms and Conditions of Grant and any Specific Terms and Conditions of Grant. At UKRI's request, You must provide details of expenditure of the Grant by any Third Party. The following Due Diligence guidance and questionnaire should be followed, regardless of whether any Third Parties used to deliver all, or part, of the Project are based in the United Kingdom or overseas: [www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/equitable-partnerships/](http://www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/equitable-partnerships/).

**RGC 2.7** You must ensure that any part of the Full Economic Cost not funded by the Grant is committed to the Project before it starts.

**RGC 2.8** You must have adequate business continuity plans in place to ensure minimum operational interruptions to the Project.

**RGC 2.9** In order to foster a research culture which values, recognises and supports public engagement, You must adopt the principles, standards and good practice for public engagement with research set out in the 2010 Concordat for Engaging the Public with Research: [www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/public-engagement/](http://www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/public-engagement/)

**RGC 2.10** You must notify UKRI of any changes to Your constitution, legal form, membership structure (if applicable) or ownership, including those that might affect Your eligibility to hold the Grant, or to deliver the Project or any other changes which affect Your ability to comply with the Grant Terms and Conditions.

**RGC 2.11** You must ensure that the requirements of the Employing Organisation under the UK Policy Framework for Health and Social Care Research (or equivalent) are met for research involving National Health Service (or equivalent) patients, their organs, tissues or data, and that the necessary arrangements are in place with partner organisations. Where You also accept the responsibilities of a Sponsor (as defined in the Policy Framework), You must also ensure that the requirements for Sponsors are met.

**RGC 2.12** Peer review is an integral part of the application process and ensures research of the highest calibre is funded. Investigators and named Researchers on this Grant are expected to make all reasonable efforts to undertake the peer review of proposals for UKRI when invited to do so, unless there is a conflict of interest or the proposal is outside of their area of expertise.

**RGC 2.13** By accepting this Grant You are confirming that the Grant Holder has not already received competitively obtained research or support funding from any source, for the same research Project that this Grant has been awarded by Us to support. We reserve the right to terminate the Grant should We find that the Grant Holder has been or is in receipt of the aforementioned duplicate funding, either before or during the Grant Period.

### **RGC 3 Research Governance**

#### **RGC 3.1 Research Ethics, Misconduct and Conflicts of Interest**

**RGC 3.1.1** You are responsible for ensuring that ethical issues relating to the Project are identified and brought to the attention of the relevant approval or regulatory body. Before any such work requiring approval begins, approval must have been granted by the relevant body.

**RGC 3.1.2** You must follow Our Policy and Guidelines on Governance of Good Research Conduct at: [www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/research-integrity/](http://www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/research-integrity/) and ensure that the requirements set out in the Concordat to Support Research Integrity (2012) are met. In particular, You are responsible for ensuring all necessary permissions are obtained before the Project begins, that there is clarity in roles and responsibility among Grant Holders, Research Workers, and Third Parties, as well as investigating and reporting unacceptable research conduct. Any potential conflicts of interest in research identified at the point of application must be declared to Us and subsequently managed.

#### **RGC 3.2 Use of Animals in Research**

You must comply with the provisions of the Animals (Scientific Procedures) Act 1986, and any amendments, where applicable and ensure that all necessary licences are in place before any work requiring approval takes place. You should also follow the guidance set out in "Responsibility in the use of animals in bioscience research":

<https://www.nc3rs.org.uk/responsibility-use-animals-bioscience-research>



### **RGC 3.3 Health and Safety**

You are responsible for ensuring a safe working environment for all individuals associated with the Project, both on and off-site, and for meeting all regulatory and legislative health and safety requirements.

We reserve the right to require You to undertake a safety risk assessment in individual cases where health and safety may be an issue, and to monitor and audit the actual arrangements made. In the event of a serious incident (e.g. death) we require that you inform us for risk purposes.

### **RGC 3.4 Equality, Diversity and Inclusion**

You are expected to ensure that equality, diversity and inclusion is considered and supported at all stages throughout the performance of the Project, in alignment with Our policies and principles at: [www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/equality-diversity-and-inclusion/](http://www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/equality-diversity-and-inclusion/) for equality, diversity and inclusion. Your approach to supporting equality, diversity and inclusion is expected to exceed all relevant legal obligations, including but not limited those of the Equality Act 2010.

### **RGC 3.5 Safeguarding**

All relevant safeguarding legislation must be adhered to, We particularly draw your attention to child protection legislation and the Modern Slavery Act 2015. You must have sufficient policies and/or processes in place in order to foster Safeguarding.

### **RGC 3.6 Bullying and Harassment**

You must have clear, well-publicised policies, processes and training in place consistent with good practice as recommended by the Advisory, Conciliation and Arbitration Service's (ACAS) 'Bullying and Harassment in the Workplace: A Guide for Managers and Employers' or equivalent framework. We expect you to take an organisation-wide approach to prevention, including appropriate leadership and management training and dedicated support on bullying and harassment. Where relevant you should take into account guidance and advice set out by:

- 1752 Group, on addressing staff sexual misconduct
- the Office for Students, on handling harassment and sexual misconduct in higher education
- the Office of the Independent Adjudicator for Students in Higher Education, on handling student complaints and academic appeals

UKRI's Preventing Harm (Safeguarding) in Research and Innovation policy sets out how we expect to be informed about incidences of bullying and harassment relating to UKRI funded activity and the actions we may take where we identify that institutions do not have robust processes in place.

### **RGC 3.7 Whistleblowing**

You must have clear, well-publicised policies and processes in place consistent with good practice recommended by the National Audit Office Assessment Criteria for Whistleblowing policies.

## **RGC 4 Use of Grant**

**RGC 4.1** We reserve the right to vary the value of the Grant during its lifetime in accordance with the GDP Deflators published by HM Government or to take into account any other Government decisions affecting the funding available to UKRI.

**RGC 4.2** With the exception of RGC 4.3, Directly Incurred and Exceptions funds must not be used to meet the costs of an activity that will fall outside the Grant Period.

**RGC 4.3** Expenditure may be incurred and subsequently charged to the Grant from either the start date of the Grant or the date that the Offer Letter was issued on, whichever is earlier.

**RGC 4.4** Transfers of funds between fund headings are permitted only within and between Directly Incurred and Exceptions costs, excluding equipment, at the rate applicable for the heading as set out in the award letter. Funds may only be transferred into studentship stipend or fees to supplement an existing studentship post on the Grant. You must not transfer funds to create new posts without prior approval from UKRI. Directly Incurred and Exceptions funds must not be used to meet costs on any other Grant or activity.

Funds can only be transferred and used to meet the cost of activity or activities that meet the agreed aims and objectives of the project. While approval does not need to be sought from Us for transfer of funds (excluding the creation of new posts), We reserve the right to query any expenditure outlined in the Final Expenditure Statement which has not been incurred in line with the Standard Terms and Conditions of Grant and any Specific Terms and Conditions of Grant.

**RGC 4.5** Costs associated to Students must not be charged to the Grant. These costs must be met by other resources held by You, which can include UKRI Training Grants if the student holds a UKRI studentship. Students are able to undertake paid work within the institution as casual assistance, this should be evidenced with a clear audit trail and should not form part of the formal studentship training.

## **RGC 5 Starting Procedures**

**RGC 5.1** You must formally accept the Grant by completing and returning the Offer Acceptance within 10 working days of the issue of the Offer Letter.

**RGC 5.2** You must submit the Start Confirmation within 42 (calendar) days of the Project starting. The date entered on the Start Confirmation will be the Official Start Date of the Grant. The Official Start Date may be delayed by up to 3 months from the start date shown in the Offer Letter, but the duration of the Grant will remain unchanged. The Grant may lapse if the Project is not started within 3 months of the start date in the Offer Letter. The start of the Grant may precede the start date shown in the Offer Letter, but must not be earlier than the issue date of the Offer Letter itself.

## **RGC 6 Extensions**

**RGC 6.1** The duration of the Grant ("Grant Period") may be extended after the Official Start Date by up to 12 months without additional funding subject to Our prior written approval. For further information, see the UKRI fEC Grant Guidance document.

**RGC 6.2** For Fellowship Grants, the Grant Period may also be extended to cover familial leave, extended jury service or paid sick leave after the Official Start Date for a period in line with the Terms and Conditions of the Fellow's employment. For further information, see the UKRI fEC Grant Guidance document.

## **RGC 7 Monitoring**

### **RGC 7.1 Changes to Project**

You must inform and consult Us if there are any significant changes to the Project that may affect its progress, delivery, or that may potentially breach any applicable UK Subsidy Control

Framework or State Aid regulation. No substantive changes to the experimental design of a Project involving the use of animals or human participation, which might affect the ethical characteristics of the award, are permitted without the prior approval of UKRI.

If You propose to make significant changes to the Project, UKRI may require revised proposals for its approval and reserves the right to make a new Grant in place of the existing Grant, or to revise, retain or terminate the existing Grant.

### **RGC 7.2 Transfer of a Grant to another Research Organisation**

**RGC 7.2.1** The Grant may be transferred to another eligible organisation, providing that it can provide a suitable environment to enable the project to be successfully completed; this will be subject to prior written approval of UKRI. Written agreement to this is required from both the relinquishing and receiving organisations.

**RGC 7.2.2** Grant funding will not be revised following transfer. The receiving organisation must confirm that it will provide any additional resources needed to complete the project by returning an Offer Acceptance.

### **RGC 7.3 Change of Grant Holder**

**RGC 7.3.1** For Research Grants, You must submit any proposed changes of Grant Holder to UKRI for approval via the Grant Maintenance facility in Je-S.

**RGC 7.3.2** For Fellowship Grants, changes to the Grant Holder are not permitted. In the event of the research fellow's resignation or other termination of their employment, the Grant will terminate automatically.

### **RGC 7.4 Research Monitoring and Evaluation**

**RGC 7.4.1** You must use Our nominated online system to submit information for monitoring and evaluation purposes on the outputs and outcomes and impacts of the Project during and for some years after the expiry of the Grant Period. Further information on reporting requirements can be found on the UKRI website: [www.ukri.org/apply-for-funding/manage-your-funding-award/report-your-research-outcomes/](http://www.ukri.org/apply-for-funding/manage-your-funding-award/report-your-research-outcomes/). Failure to comply with the reporting requirements will result in suspension of Grant payments and no further proposals will be considered by UKRI where the Grant Holder is named as the Principal or Co-Investigator.

**RGC 7.4.2** Exceptionally We may require a separate End of Award Report on the conduct and outcome of the Project. If required You must submit the report within 3 months of the end of the Grant Period. No further application from a Grant Holder will be considered while an End of Award Report is overdue.

**RGC 7.4.3** We reserve the right to call for periodic updates on the Project's progress or to visit the Project team, or request participation in evaluation studies. The Grant Holder must make all reasonable efforts, if so invited, to respond to requests for information or to attend events or activities organised by UKRI concerning the research undertaken, including requests or events after the end of the Grant Period.

### **RGC 7.5 Disclosure and Inspection**

**RGC 7.5.1** We shall be entitled to inspect any financial or other records and procedures associated with the Grant as are reasonably required to verify the regularity and propriety of Grant expenditure, or to appoint any other body or individual for the purpose of such inspection. This

includes expenditure by Third Parties. We shall use reasonable endeavours to ensure that any confidential information disclosed shall be treated with the same care and discretion to avoid disclosure as We use with Our own similar information. We may disclose Confidential Information to the minimum extent required by any law or regulation (provided, in the case of a disclosure required under the Freedom of Information Act 2000 or Environmental Information Regulations 2004, none of the exceptions within such Act or Regulations applies to the information disclosed), any governmental or other regulatory authority, or a court or other authority of competent jurisdiction.

**RGC 7.5.2** If We request it, You must provide a statement of account for the Grant, independently examined by an auditor who is a member of a recognised professional body, certifying that the expenditure has been incurred in accordance with the Grant Terms and Conditions.

**RGC 7.5.3** You must report to us any investigations and their outcomes into research misconduct associated with the Grant in advance of any enquiry whether informal or formal, and upon request provide information on Your management of research integrity and ethics as described at: [www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/research-integrity/](http://www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/research-integrity/). In addition, You must provide details of any retractions or withdrawal of submissions/publications and, any allegations, proven or not, of cases of fraud or attempted fraud and any other complaint or investigation into dishonesty, fraudulent activities or business misconduct, by any regulatory body or the police into Your activities or those of Your staff as soon as this becomes known to You.

**RGC 7.5.4** We will undertake periodic reviews of Research Organisations within the Funding Assurance Programme to seek assurance that Grants are managed in accordance with the Terms and Conditions under which they are awarded.

## **RGC 8 Staff**

### **RGC 8.1 Employment**

You are wholly responsible for staff funded from the Grant, including Research Fellows, and accept all duties owed to and responsibilities for these staff, including, without limitation, their terms and conditions of employment, and their training and supervision, arising from the employer/employee relationship. You must appoint a Research Fellow as an employee for the full duration of the award.

### **RGC 8.2 Career Development**

You are expected to adopt the principles, standards and good practice for the management of research staff set out in the 2019 Concordat to Support the Career Development of Researchers, including any subsequent amendments.

### **RGC 8.3 Maternity, Paternity, Adoption and Parental Leave**

**RGC 8.3.1** At the end of the Grant Period We will reimburse costs incurred by You to cover any additional net parental leave costs that cannot be met within the announced grant cash limit including Statutory Maternity, Paternity and Adoption Pay for staff, within the Directly Incurred and Exceptions fund headings. This will be payable only for the percentage of time that the staff are contracted on the Grant.

**RGC 8.3.2** Within the announced grant cash limit, the Grant may be used to meet the costs of making a substitute appointment and/or extending the Grant to cover a period of parental

leave for staff within the Directly Incurred and Exceptions fund headings (as outlined above). Directly Allocated and Indirect funds will not be increased as a result of such extensions.

**RGC 8.3.3** You will be responsible for any liability for parental leave pay for staff supported by the Grant outside the original Grant Period.

**RGC 8.3.4** Fellows are entitled to take parental leave in accordance with the terms and conditions of their employment. We will consider requests for a Fellowship Grant to be placed in abeyance during the absence of the Research Fellow for parental leave, and the period of the Fellowship extended by the period of leave. We will also consider requests to continue the Fellowship on a flexible or part-time basis to allow the Research Fellow to meet caring responsibilities.

#### **RGC 8.4 Sick Leave**

**RGC 8.4.1** At the end of the Grant Period, We will reimburse You for any additional net sick leave costs that cannot be met within the announced Grant cash limit for staff within the Directly Incurred and Exceptions fund headings, except where You have already recovered these costs by claiming Statutory Sick Pay from HMRC. This will be payable only for the percentage of time that the staff are contracted on the Grant.

**RGC 8.4.2** Within the announced grant cash limit, the Grant may be used to meet the costs of making a substitute appointment and/or extending the Grant to cover a period of sick leave for staff within the Directly Incurred and Exceptions fund headings (as outlined RGC 8.4.1). Directly Allocated and Indirect funds will not be increased as a result of such extensions.

**RGC 8.4.3** You will be responsible for any liability for sick leave pay for staff supported by the Grant outside the original Grant Period.

**RGC 8.4.4** Where there is a continuous period of sick leave in excess of 3 months, You may request approval for a substitute appointment to safeguard progress on the Project. Where a Research Assistant has been on sick leave in excess of 3 months, You must comply with all obligations to consider reasonable adjustments before making a substitute appointment. Where a Research Assistant has been on sick leave for an aggregate (not necessarily continuous) period in excess of 3 months, where this is due to a single condition or a series of related conditions, You may request an extension to the duration of the project.

**RGC 8.4.5** Fellowship Grants: Fellows are entitled to take sick leave in accordance with the Research Organisation's terms and conditions. If requested, consideration will be given to allowing a fellowship grant to be placed in abeyance during the absence of the Research Fellow due to sick leave, and the period of the fellowship extended by the period of sick leave. The additional salary costs for the fellow (pro rata to their percentage FTE on the fellowship) should be claimed, as necessary, at the end of the extended period.

#### **RGC 9 Equipment**

##### **RGC 9.1 Procurement of Equipment**

The procurement of equipment, consumables and services, including maintenance, must comply with all relevant national and EU legislation and consideration must be given to the energy and waste implications of all procurements. For contracts over £25,000, excluding VAT, professionally qualified procurement staff must be consulted before the procurement process begins. Any proposal to purchase equipment in the last 6 months of the Grant must

be pre-approved by UKRI.

### **RGC 9.2 Ownership of Equipment**

You must inform us if the need for the equipment diminishes substantially or it is not used for the purpose for which it was funded during the Grant Period. We reserve the right to determine the disposal of such equipment and to claim the proceeds of any sale. Any proposal to transfer ownership of the equipment during the period of the Grant requires the prior approval by UKRI.

### **RGC 9.3 Equipment Data**

All new equipment purchased over £138,000 (£115,000 ex VAT) must be registered on the "Equipment.data" national database.

### **RGC 10 Financial Reporting**

**RGC 10.1** You are accountable for funds dispersed and are responsible for the timely and accurate submission of all expenditure reports required under the Terms and Conditions of Grant, including the submission of an expenditure statement within 3 months of the end of the Grant Period. We are entitled to require You to provide supplementary information in support of an interim or final expenditure statement. Once an expenditure statement has been received and the expenditure incurred has been reconciled against payments made, it will be considered as final. Any unspent funds will be recovered.

**RGC 10.2** You must retain all accounting information relating to the Grant for the current financial year plus the subsequent six years after the submission date of the final expenditure statement.

**RGC 10.3** If We send an Annual Statement to return showing payments made by UKRI during the previous financial year for all the Grants You hold, You must complete and return the statement by the specified deadline.

### **RGC 11 Sanctions**

**RGC 11.1** We reserve the right to impose financial sanctions and/or additional measures if You do not comply with Your obligations as set out in these Standard Terms and Conditions of Grant and any Specific Terms and Conditions of Grant.

**RGC 11.2** If the End of Award Report (if required) or the Financial Expenditure Statement is not received within 3 months of the end of the Grant Period, UKRI will recover 20% of expenditure incurred on the Grant. All payments will be recovered if the report or statement is not received within 6 months of the end of the Grant. You may appeal against a sanction, but must do so within 60 days of the pay run in which the sanction was imposed.

**RGC 11.3** Where an Organisation is deemed to be non-compliant in the application of TRAC, a minimum sanction of 75% of the non-compliant rate may be applied, where an Organisation is applying rates which are materially inaccurate (>10% variance on any single rate). These sanctions would only apply to future applications, until a time that UKRI Funding Assurance are satisfied that remedial measures are implemented.

### **RGC 12 Exploitation and Impact**

**RGC 12.1** 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.

**RGC 12.2** You 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 and the economy.

**RGC 12.3** In individual cases, We reserve the right to retain ownership of intellectual assets, including intellectual property (or assign it to a third party under an exploitation agreement) and to arrange for it to be exploited for the national benefit and that of the Research Organisation involved.

**RGC 12.4** The Grant Holder shall, subject to the procedures laid down by the Research Organisation, publish the results of the research funded by the Grant in accordance with normal academic practice and Our policy on Open Access: [www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/open-research/](http://www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/open-research/). Publications and other forms of media communication, including media appearances, press releases and conferences, must acknowledge the support received from Us, quoting the Grant reference number if appropriate. Journal articles should acknowledge the funding source using the standard format agreed by funders and publishers and detailed here: [www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/research-integrity/](http://www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/research-integrity/).

### **RGC 13 Disclaimer**

**RGC 13.1** UK Research and Innovation accepts no liability, financial or otherwise, for expenditure or liability arising from the research funded by the Grant except as set out in these Terms and Conditions, or otherwise agreed in writing.

**RGC 13.2** UKRI reserves the right to amend the payment profile at its discretion. You will be advised, in advance, of any such change. Changes to payment profiles may affect the overall value of the Grant.

**RGC 13.3** UKRI reserves the right to terminate the Grant at any time, subject to reasonable notice and to make any payment that We agree may be necessary to cover outstanding and unavoidable commitments. If a Grant is terminated or reduced in value, no liability for payment, redundancy or any other compensatory payment for the dismissal of staff funded by the Grant will be accepted, but, subject to the provisions of RGC 10 Financial Reporting, negotiations will be held with regard to other contractual commitments and concerning the disposal of assets acquired under the research grant.

**RGC 13.4** Where studies are carried out in an NHS Trust or equivalent, the Trust or equivalent has a duty of care to its patients. UK Research and Innovation does not accept liability for any failure in the Trust's duty of care, or any negligence on the part of its employees.

### **RGC 14 Status**

**RGC 14.1** The Terms and Conditions of Grant which include these Standard Terms and Conditions of Grant and the Specific Terms and Conditions of Grant will be governed by the

laws of England and Wales and all matters relating to the Terms and Conditions will be subject to the exclusive jurisdiction of the courts of England and Wales.

**RGC 14.2** If any provision of these Terms and Conditions is found by a court or other legitimate body to be illegal, invalid or unreasonable, it will not affect the remaining Terms and Conditions which will continue in force.

**RGC 14.3** The Terms and Conditions of Grant contain the whole agreement between UKRI and the Research Organisation in relation to the Grant and neither party intends that any of these Terms and Conditions should be enforceable by any third party.



## Annex A

### Definitions

**Co-Investigator:** A person who assists the Grant Holder in the management and leadership of the Project.

**Council:** Any of the bodies listed under the Introduction.

**Directly Allocated Costs:** Costs of resources used by the Project that are shared by other activities. They are charged on the basis of estimates rather than actual costs and do not represent actual costs on a project by project basis.

**Directly Incurred Costs:** Costs that are explicitly identifiable as arising from the conduct of the Project which are charged as the cash value actually spent and are supported by an audit record.

**End of Award Report:** A report which the Grant Holder must provide at the end of the Grant Period, detailing the outputs, outcomes and impacts of the project to date.

**Exceptions:** Directly Incurred Costs that Councils fund at 100% of fEC subject to actual expenditure incurred, or items that are outside fEC.

**Fellowship Grant:** An award made through a fellowship competition providing a contribution to the support of a named individual. It covers the cost of the time dedicated by the fellow to their personal research programme, and may or may not include research support costs.

**Full Economic Costs (fEC):** A cost which, if recovered across an organisation's full programme, would recover the total cost (direct, indirect and total overhead) including an adequate recurring investment in the organisation's infrastructure.

**Funding Assurance Programme:** A programme of visits and office based tests by UKRI to seek assurance that grant funds are used for the purpose for which they are given and that grants are managed in accordance with the terms and conditions under which they are awarded Grant Support for a proportion of the full economic costs of the Project. A Grant may be either a Research Grant or a Fellowship.

**Grant Holder:** The person to whom the Grant is assigned and who has responsibility for the intellectual leadership of the Project and for the overall management of the research funded by the Grant. The Grant Holder is either the Principal Investigator (in the case of a Research Grant) or a Research Fellow (in the case of a Fellowship Grant).

**Grant Period:** The duration of time between the Project start and end date.

**Grant Terms and Conditions:** The Standard Terms and Conditions of Grant together with the Specific Terms and Conditions of Grant that together comprise the basis on which the Grant is awarded to the Research Organisation.

**Indirect Costs:** Non-specific costs charged across all projects based on estimates that are not otherwise included as Directly Allocated Costs. They include the costs of the Research Organisation's administration such as personnel, finance, IT, legal, general laboratory, office consumables, library and some departmental services.

**Je-S:** Joint Electronic Submissions system used for the submission of Grant related information.

**Offer Acceptance:** A document to be completed and returned by the Research Organisation either accepting or declining the Grant.

**Grant Offer Letter / Offer Letter:** An official document setting out specific details of the Grant, including the Project start and end date, Grant value and any Specific Terms and Conditions of the Grant as required by the relevant Council.

**Official Start Date:** The official start date of the Grant, as set out in the Start Confirmation.

**Project:** The project funded by the Grant as set out in the Offer Letter.

**Research Grant:** A contribution to the costs of the research Project which has been assessed as eligible for funding through the procedures established by the relevant Council.

**Research Organisation (RO)/Grant Awardee:** The organisation to which the Grant is awarded and which takes responsibility for the management of the Project and accountability for funds provided.

**Research Worker:** Any person or third party working in any capacity on the Project.

**Specific Terms and Conditions of Grant/Specific Conditions:** The specific conditions of grant required in addition to the Standard Terms and Conditions on a Grant by an individual Council of UKRI.

**Standard Conditions of Grant/Standard Conditions:** The Standard Terms and Conditions of Grant published on UKRI's website at: [www.ukri.org/apply-for-funding/before-you-apply/your-responsibilities-if-you-get-funding/meeting-ukri-terms-and-conditions-for-funding/](http://www.ukri.org/apply-for-funding/before-you-apply/your-responsibilities-if-you-get-funding/meeting-ukri-terms-and-conditions-for-funding/)

**Start Confirmation:** A document to be completed and returned to UKRI by the Research Organisation, confirming the Official Start Date on which the Project commences.

**Studentship:** The term used for the funding award made by a Research Organisation to a student for the purpose of undertaking postgraduate training leading to the award of a postgraduate degree.

**Third Party:** Any person/organisation to which the award holding RO passes on any of the Grant funds awarded by the Council.

**Transparent Approach to Costing (TRAC):** An agreed methodology used by universities and other higher education bodies for calculating full economic costs.

## Annex B

### Information Sources

These Grant Terms and Conditions should be read in conjunction with the following sources. In the event of any conflict the terms of these Conditions should prevail:

- 1) Use of Grant Proposal & Training Grant information addendum: [www.ukri.org/apply-for-funding/before-you-apply/your-responsibilities-if-you-get-funding/meeting-ukri-terms-and-conditions-for-funding/](http://www.ukri.org/apply-for-funding/before-you-apply/your-responsibilities-if-you-get-funding/meeting-ukri-terms-and-conditions-for-funding/)
- 2) UKRI Privacy Notice: [www.ukri.org/about-us/privacy-notice/](http://www.ukri.org/about-us/privacy-notice/)
- 3) UKRI Grant Terms and Conditions web page: [www.ukri.org/apply-for-funding/before-you-apply/your-responsibilities-if-you-get-funding/meeting-ukri-terms-and-conditions-for-funding/](http://www.ukri.org/apply-for-funding/before-you-apply/your-responsibilities-if-you-get-funding/meeting-ukri-terms-and-conditions-for-funding/)
- 4) UK Subsidy Control Framework: See UK Government guidance 'Complying with the UK's international obligations on subsidy control: guidance for public authorities'
- 5) State Aid: Articles 107 to 109 of Section 2, Title VII, of the Common Rules on Competition, Taxation and Approximation of Laws, Consolidated versions of the Treaty on European Union and the Treaty on the Functioning of the European Union (2008/C 115/01)
- 6) Article 10, Protocol on Ireland/Northern Ireland, EU Withdrawal Agreement
- 7) De Minimis Aid: Commission Regulation (EU) No 1407/2013
- 8) General Block Exemption Regulation: Commission Regulation EU No. 651/2014
- 9) UKRI Due Diligence Guidance and Questionnaire: [www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/equitable-partnerships/](http://www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/equitable-partnerships/)
- 10) Concordat for Engaging the Public with Research: [www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/public-engagement/](http://www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/public-engagement/)
- 11) UK Policy Framework for Health and Social Care Research
- 12) Policy and Guidelines on Governance of Good Research Conduct: [www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/research-integrity/](http://www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/research-integrity/)
- 13) Concordat to Support Research Integrity (2012)
- 14) Animals (Scientific Procedures) Act 1986
- 15) Responsibility in the use of animals in bioscience research guidance: <https://www.nc3rs.org.uk/responsibility-use-animals-bioscience-research>
- 16) UKRI Policies and Principles for Equality, Diversity and Inclusion: [www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/equality-diversity-and-inclusion/](http://www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/equality-diversity-and-inclusion/)
- 17) Equality Act 2010
- 18) Modern Slavery Act 2015
- 19) Advisory, Conciliation and Arbitration Service (ACAS) 'Bullying and Harassment in the Workplace: A Guide for Managers and Employers'
- 20) UKRI FEC Grant Guidance: [www.ukri.org/apply-for-funding/before-you-apply/your-responsibilities-if-you-get-funding/meeting-ukri-terms-and-conditions-for-funding/](http://www.ukri.org/apply-for-funding/before-you-apply/your-responsibilities-if-you-get-funding/meeting-ukri-terms-and-conditions-for-funding/)
- 21) Research Outcome Reporting Requirements: [www.ukri.org/apply-for-funding/manage-your-funding-award/report-your-research-outcomes/](http://www.ukri.org/apply-for-funding/manage-your-funding-award/report-your-research-outcomes/)
- 22) Research Integrity: [www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/research-integrity/](http://www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/research-integrity/)
- 23) 2019 Concordat to Support the Career Development of Researchers
- 24) Open Access Policy: [www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/open-research/](http://www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/open-research/)

## Annex C

### Version Control

| Version | Date Implemented | Changes  |
|---------|------------------|--|
| 1.0     | 13 May 2016      | <ol style="list-style-type: none"> <li>1. Format changes</li> <li>2. Grammar and spelling changes</li> <li>3. All equipment specific terms brought together under new RGC11</li> <li>4. Renumbering</li> <li>5. New Conditions added; <ul style="list-style-type: none"> <li>• RGC 11.5 Equipment Data</li> <li>• RGC 18 Contact Sanctions</li> </ul> </li> <li>5. Change to 'RGC 6 Transfers of Funds between Fund Headings' to include sentence regarding associated students.</li> <li>6. Adding of version control (website version only)</li> </ol>   |
| 1.1     |                  | <ol style="list-style-type: none"> <li>1. Addition of assurance statements and compliance with grant standards</li> </ol>  |
| 2.0     | 01 August 2017   | <p>Updated due to RCUK Funding Assurance requirements:</p> <ul style="list-style-type: none"> <li>• Clarifying responsibility for cascading T&amp;Cs to third parties including due diligence checks and monitoring of compliance.</li> <li>• Reinforcing accountability for use of public funds and proper financial management.</li> <li>• Implication of State Aid laws.</li> <li>• Clarification of expected retention times for research/training grant documentation.</li> <li>• Guidance on ensuring value for money.</li> <li>• Expanding the "Inspection" section to cover "Disclosure" to clarify research council requirements and expectations in this area.</li> <li>• The ability for Research Councils to impose "additional measures" where non-compliance of T&amp;Cs is identified.</li> </ul> |
| 3.0     | 12 January 2018  | <p>Updated to include:</p> <ul style="list-style-type: none"> <li>• Addition in "Definitions" under Data Protection Regulations section, to include GDPR</li> <li>• New condition RGC 2.6 Modern Slavery Act 2015</li> <li>• Expanding RGC 8 Staff to include NHS clinical sessions in approved tasks which may be undertaken</li> <li>• Update to 11.5 Equipment Data to include recent changes to OJEU levels.</li> <li>• New condition RGC 25 Transfer to UK Research &amp; Innovation</li> </ul>   |
| 3.1     | 23 March 2018    | RCG 11.5 Equipment Data changed to restore previous limits as RCUK no longer links to the Government OJEU limits.  |
| 3.2     | 03 April 2018    | Links updated to UKRI site   |
| 4.0     | 28 June 2019     | Terms and Conditions reviewed; updates include:  |

|     |                  |   |
|-----|------------------|---|
|     |                  | <ol style="list-style-type: none"> <li>1. Renumbering of conditions</li> <li>2. New conditions added: <ul style="list-style-type: none"> <li>• RGC 2.12 Peer Review</li> <li>• RGC 2.13 Duplicate Funding</li> <li>• RGC 3.4 Equality, Diversity and Inclusion</li> <li>• RGC 3.5 Safeguarding</li> <li>• RGC 3.6 Bullying and Harassment</li> </ul> </li> <li>3. Conditions removed: <ul style="list-style-type: none"> <li>• RGC 11.2 Ownership of Equipment</li> <li>• RGC 25 Transfer to UK Research &amp; Innovation</li> </ul> </li> <li>4. Conditions updated: <ul style="list-style-type: none"> <li>• RGC 8.3.1 Maternity, Paternity, Adoption and Parental Leave</li> <li>• RGC 8.4.1 Sick Leave</li> <li>• RGC 4.5 Use of Grant</li> <li>• RGC 2.10 and RGC 7.5.3 have been updated to comply with the new Standard 7 of the Government Functional Standard for General Grants.</li> </ul> </li> </ol> |
| 5.0 | 06 March 2020    | <p>Terms and conditions reviewed; updates include:</p> <ol style="list-style-type: none"> <li>1. New conditions added: <ul style="list-style-type: none"> <li>• RGC 3.7 Whistleblowing</li> </ul> </li> <li>2. Conditions updated: <ul style="list-style-type: none"> <li>• RGC 1 Variation to Terms and Conditions</li> <li>• RGC 2.3 State Aid</li> <li>• RGC 7.1 Changes to Project – State Aid</li> <li>• RGC 8.3.1 Maternity, Paternity, Adoption and Parental Leave</li> <li>• RGC 8.4.1 Sick Leave</li> <li>• RGC 9.1 Procurement of Equipment</li> </ul> </li> </ol>  |
| 6.0 | 02 November 2020 | <p>Terms and conditions reviewed; updates include:</p> <ol style="list-style-type: none"> <li>1. Conditions updated: <ul style="list-style-type: none"> <li>• RGC 2.6 Due Diligence – new guidance and questionnaire included</li> <li>• RGC 3.6 Bullying and Harassment – additional wording included to clarify expectations</li> <li>• RGC 4.3 Use of Grant – updated to clarify when grant expenditure can be incurred</li> <li>• RGC 7.5.1 Disclosure and Inspection – additional wording included in relation to UKRI disclosure of information</li> <li>• RGC 12.1 Exploitation and Impact – additional wording included to clarify expectations for collaboration agreements</li> <li>• RGC 12.4 Exploitation and Impact – new RIN guidance included</li> </ul> </li> </ol>   |

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| 7.0 | 15 March 2021 | Terms and conditions reviewed; updates include:<br>1. New conditions added: <ul style="list-style-type: none"><li>• RGC 2.3.1 to RCG 2.3.11 UK Subsidy Control Framework and State Aid</li></ul> 2. Conditions updated: <ul style="list-style-type: none"><li>• RGC 7.1 Changes to Project to reflect requirements of the UK Subsidy Control Framework and State Aid</li></ul> |
|-----|---------------|--|