



**UK Research
and Innovation**

**UK RESEARCH AND INNOVATION TRAINING GRANTS
STANDARD TERMS AND CONDITIONS OF TRAINING GRANT**

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Introduction

UK Research and Innovation Training Grants Standard Terms and Conditions of Training Grant

These Standard Terms and Conditions of Training Grant relate to Training Grants, awarded to Research Organisations 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)

Please note - Changes to terms and conditions related to COVID-19 Pandemic are included in Appendix A.

Application of Standard Terms and Conditions of Training Grant

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

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

These Training 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 Training Grant 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/) and via the UKRI Privacy Notice (www.ukri.org/about-us/privacy-notice/).

Standard Terms and Conditions of Training Grant

TGC 1 Variation to Terms and Conditions

UKRI reserves the right to amend and vary these Standard Terms and Conditions of Training Grant and any Specific Terms and Conditions of Training Grant or applicable policies at any time. The latest version of the Standard Terms and Conditions of Training Grant apply to all Training Grants with immediate effect and supersede any previous Standard Terms and Conditions under which a Training Grant was awarded unless otherwise stated. However, any Specific Terms and Conditions of Training Grant will still apply. Additional costs incurred as a direct result of changes made to Our Terms and Conditions should be managed within the Training Grant cash limit. Where the cash limit is exceeded solely due to costs incurred as a direct 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 Training 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/

TGC 2 Accountability & Responsibilities of the Research Organisation

TGC 2.1 You are responsible for ensuring that any Training Grant activity carried out by You, Students, Supervisors and any Third Parties, comply with these Standard Terms and Conditions of Training Grant and any Specific Terms and Conditions of Training Grant.

TGC 2.2 You must ensure that the research supported by the Training Grant 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.

TGC 2.3.1 Unless TGC 2.3.5 applies, You must ensure at all times that the Training 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").

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

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

TGC 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.

TGC 2.3.5 The EU State Aid regulations will apply to the Training Grant funding where You have returned the Grant Offer Acceptance document before 1 January 2021 or where the Training 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, TGC 2.3.6 to TGC 2.3.11 below will apply instead of TGC 2.3.1 to TGC 2.3.4.

TGC 2.3.6 Where You have been informed that Your use of the Training Grant counts as either De Minimis or has been awarded 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 Training Grant has been awarded.

TGC 2.3.7 You must inform Us of any other public funding applied for or awarded against the eligible costs covered by this Training Grant. It is Your responsibility to ensure that the cumulative total of public funding and aid intensity You are receiving for the Training Grant 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).

TGC 2.3.8 We will immediately suspend the Training 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.

TGC 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.

TGC 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.

TGC 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.

TGC 2.4 You are accountable for the conduct of the research activity funded by the Training Grant, the use of public funds and the proper financial management of the Training Grant in accordance with these Standard Terms and Conditions of Training Grant and any Specific Terms and Conditions of Training Grant, whether the research activity is carried out by You, Students, Supervisors or other Third Parties.

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

TGC 2.6.1 You must carry out appropriate due diligence on any Third Parties used to deliver any part of any research training activity and shall ensure in particular, that such Third Parties comply with these Standard Terms and Conditions of Training Grant and any Specific Terms and Conditions of Training Grant. At UKRI's request, You must provide details of expenditure of the Training 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 research activity are based in the United Kingdom or overseas: www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/equitable-partnerships/.

TGC 2.6.2 You must undertake appropriate due diligence before any Student is recruited, any Student research activity starts and on Your collaborative partner(s) in advance of any collaboration between parties beginning, including where changes occur after the Studentship start date to organisations involved in the Studentship or, where any material change occurs in the nature of the collaboration or external factors which might alter the level of risk to the research activity and its potential usages. Where due diligence checks identify a potential risk, You must ensure that appropriate mitigations are in place to manage that risk before any Student research activity and/or collaboration affected by the risk begins/is continued. Due Diligence must be undertaken in line with UKRI's Principles on Trusted Research and Innovation: <https://www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/trusted-research-and-innovation/>

TGC 2.7 You must have adequate business continuity plans in place to ensure minimum operational interruptions to the Training Grant.

TGC 2.8 You are expected to take reasonable steps to recover monies paid to Students in advance who leave or whose Studentship is terminated, any unrecovered funds must be met by You and cannot be charged to the Training Grant.

TGC 2.9 You are responsible for selecting, administering and supervising Students throughout their period of training, in accordance with current good practice as detailed in the Quality Assurance Agency (QAA) publication: UK Quality Code for Higher Education - Advice and Guidance: Research Degrees, and in accordance with any additional Council requirements, including the Our Statement of Expectations for Postgraduate Training: www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/supporting-skills-and-talent/

TGC 2.10 The level of stipend awarded to eligible Students must be at least equal to Our minimum rates for the relevant academic year. Subject to these Training Grant Terms and Conditions, You can decide on the level of stipend, the format (e.g. part time, industrial or work placement), the duration of a Studentship providing this is in accordance with the awarding Council's specifications, and can adjust the number and start of awards within year and between years where feasible. Where the period of support for a Student extends beyond the end date of a Training Grant, the balance of support can be provided by the next or subsequent Training Grant or from another source.

TGC 2.11 You or another funder must not apply any terms and conditions to a Student's award, which conflict with these Training Grant Terms and Conditions or any guidance issued by Us.

TGC 2.12 You are responsible for ensuring that Students and Supervisors have access to effective procedures for resolving problems, including complaints, arising from the administration and supervision of the Studentship. In addition, You are responsible for ensuring that Students are aware of the guidance for Students relating to dealing with complaints about universities available from the Quality Assurance Agency (QAA).

TGC 2.13 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/

TGC 2.14 You must ensure that Your requirements 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.

TGC 2.15 You must ensure that adequate facilities and resources are made available for the research training.

TGC 2.16 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 Training Grant, or to deliver the research training programme or any other changes which affect Your ability to comply with the Training Grant Terms and Conditions.

TGC 3 Research Governance

TGC 3.1 Research Ethics, Misconduct and Conflicts of Interest

TGC 3.1.1 You are responsible for ensuring that ethical issues relating to a Student's research activity funded from the Training Grant 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.

TGC 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-resourcehub/research-integrity/ and ensure that the requirements set out in the 2019 Concordat to Support Research Integrity, including any subsequent amendments, are met. In particular, You are responsible for ensuring all necessary permissions are obtained before the research activity begins, that there is clarity in roles and responsibility among Students, Supervisors and any other Third Parties, as well as investigating and reporting unacceptable research conduct. Any potential conflicts of interest in research must be declared to Us and subsequently managed.

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

TGC 3.3 Health and Safety

You are responsible for ensuring a safe working environment for all individuals associated with any research activity funded by the Training Grant, 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.

TGC 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 Training Grant, 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/ 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 to those of the Equality Act 2010.

TGC 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.

TGC 3.6 Bullying and Harassment

You must have clear, well-publicised policies, processes and training in place consistent with good practice. We expect you to take an organisation-wide approach to prevention, and where relevant to take into account guidance and advice as 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, <https://www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/preventing-harm-in-research/>, 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.

TGC 3.7 Whistleblowing

You must have clear, well-publicised policies and processes in place that are consistent with good practice, in order to foster a supportive whistleblowing environment.

You must also ensure Your whistleblowing policy is open to doctoral students. UKRI's own policy can be found here: www.ukri.org/about-us/work-for-us/our-employment-policies/whistleblowing-policy/

TGC 4 Use of Training Grant

TGC 4.1 We reserve the right to vary the value of the Training 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.

TGC 4.2 Payment arrangements will be as specified by the awarding Council. You may use the flexibilities within the Training Grant to allow location and discipline to be taken into account, in order to support Students appropriately. Where London Weighting is explicitly included within the Training Grant, it must be passed on to the Student.

TGC 4.3 Training Grant Funds cannot be used to cover the difference between home and overseas fee rates.

TGC 4.4 For a fees only Student, all the Student's fees must be funded from the Training Grant or Training Account of a single Council.

TGC 4.5 Where a Student is eligible for a full award, at least 50% of the total cost of the Studentship must be drawn from the Training Grant or Training Account of a single Council. A Student must not be expected to bear the cost of any shortfall in funding. Notwithstanding any Specific Conditions, the research undertaken by a Student as part of a Studentship must fall predominantly within the remit of the Council(s) funding that Studentship. One Council must always be designated as the majority funder for monitoring and information purposes.

TGC 4.6 Remuneration costs for duties considered to constitute employment, such as demonstration and teaching, must not be taken from the Student's stipend covered by the Training Grant or Training Account.

TGC 4.7 You may incorporate costs associated with the administration of training, advertising costs and open days, into the fee level that You charge to the Training Grant, these costs may not be taken from the Training Grant other than through the fee level, unless explicitly stated otherwise within any Specific Terms and Conditions of the Training Grant. In addition, these fees must be equal to the level of fee used for UK non-UKRI funded Students on similar programmes. Where this fee is higher than the annual rate set by Us, You may draw this from the Training Grant subject to any Specific Conditions. Home Students must not be charged additional fees, above the level paid by Us. For International students, You are able to claim the difference between home and International fees from other

sources, but these costs may not be taken from the Training Grant or other UKRI funding.

TGC 4.8 With the exception of TGC 4.9, Training Grant funds cannot be used to meet the costs of an activity that falls outside of the Training Grant Period or for the costs of an individual Student which fall outside of their funded period.

TGC 4.9 Expenditure may be incurred and subsequently charged to the Training Grant from either the start date of the Training Grant or the date that the Offer Letter was issued on, whichever is earlier.

TGC 4.10 Transfers of funds between fund headings are permitted, with the exception of those funds which are specific to an individual Student such as Disabled Students Allowance, or where specified otherwise by the awarding Council.

TGC 4.11 You may request reimbursement for support provided through the Disabled Students' Allowances. Further information can be found in Our Disabled Students' Allowances Framework Document and associated information: www.ukri.org/our-work/developing-people-and-skills/find-studentships-and-doctoral-training/.

TGC 5 Starting Procedures and Training Grant Arrangements

TGC 5.1 Starting Procedures

TGC 5.1.1 You must formally accept the Training Grant by completing and returning the Offer Acceptance within 10 working days of the issue of the Offer Letter.

TGC 5.1.2 You must submit the Start Confirmation within 42 (calendar) days of the fixed start date specified in the Offer Letter, or within one month of a Student starting, whichever is sooner. The date entered on the Start Confirmation will be the Official Start Date of the Training Grant.

TGC 5.2 Student Eligibility

TGC 5.2.1 The use of funding to provide full awards or fees only awards should be in accordance with Student eligibility as defined by the awarding Council.

TGC 5.2.2 Students in full-time employment are not eligible for a stipend of any kind from UKRI. A Student in part time employment may be eligible for a part time award, which should not be less than 50% of full time.

TGC 5.2.3 Where the Student is concurrently in receipt of an award or multiple awards which, together, fund 100% of the Studentship from other sources for the same research or qualification purpose, the Studentship funded by the Training Grant or Training Account must be suspended for the time period that the other income covers. Notwithstanding TGC 5.2.2, other income that the Student may be in receipt of during the tenure of the Studentship does not affect the Student's eligibility to receive funding from the Training Grant or Training Account.

TGC 5.2.4 Both home and International students must be resident in the UK for the majority of their studies and any time spent overseas should be for the purposes of fieldwork/long-term attachment.

TGC 5.2.5 You are responsible for eligibility checks on Students. By submitting Student details to the Je-S Student Details, You are confirming that the Student is eligible to receive the level of funding allocated to them, in accordance with Our eligibility requirements.

To be classed as a home student, candidates must meet the following criteria:

- Be a UK National (meeting residency requirements), or
- Have settled status, or

- Have pre-settled status (meeting residency requirements), or
- Have indefinite leave to remain or enter

If a candidate does not meet the criteria above, they would be classed as an International student.

TGC 5.2.6 International students whose right to remain in the UK is by virtue of a Tier 4 Visa or Student Visa, the obligation to permit 12 months leave for maternity/paternity leave and for sickness leave and payment is subject to any restrictions on remaining in the UK, and payment of funding imposed by virtue of the legislation and guidance relating to the granting of the Tier 4 Visa or Student Visa.

TGC 5.3 Part Time Study You must offer the option of studying on both a part time and full-time basis, with a minimum of 50% of full time equivalent required.

You should consider requests made by the student to make permanent changes to their working arrangements, including working compressed hours, from home and flexitime.

TGC 6 Extensions and Early Submission

TGC 6.1 Extensions

TGC 6.1.1 The period of a Student's support must be extended in line with these Training Grant Terms and Conditions, to offset a period of absence for maternity leave, ordinary paternity leave, adoption leave, unpaid parental leave, absences covered by a medical certificate and extended jury service, this must be in line with TGC 8.1 and TGC 8.2. The total period of an agreed extension must not normally exceed 12 months during the lifetime of an award. Please see TGC 8.4 for further information.

TGC 6.1.2 You must agree the start and end dates for the funded period of study at the outset, these must not be amended during the doctoral project unless TGC 6.1.1 or exceptional circumstances apply, including suspensions in line with the awarding Council's guidance. We will monitor any amendments to the start and end dates and reserve the option to apply original dates for assessing when thesis submission is due.

TGC 6.2 Early Submission

Students may submit their thesis prior to the end of their award. Where the Student continues to undertake work that is directly linked to their thesis, it is permissible to continue their funding from the Training Grant until the end of the quarter in which the thesis is first submitted. Where the Student submits on or after the original end date of their award, funding must cease on the original award end date.

TGC 7 Monitoring

TGC 7.1 Changes to Study and Location

TGC 7.1.1 You may approve a single change in the mode of study from part time to full-time or vice-versa without prior approval from Us. You must not approve a change of the mode of study for health reasons unless medical evidence indicates that part time study is feasible and full-time study is not. You must not, without consultation with Us, agree more than one change of mode of study during any one Studentship or a change of mode of study in the final six months of a Studentship.

TGC 7.1.2 The Training Grant will not be amended to take account of the transfer of a Student from one Research Organisation to another or from one department to another within the Research Organisation.

TGC 7.1.3 You must not agree a transfer of Studentship to an institution which is not eligible for Our funding or, agree a transfer to a programme of study which falls wholly outside of the remit

of either the awarding Council or, where applicable, the Training Grant.

TGC 7.1.4 Where the Student ceases to continue to study toward a doctoral award, but instead continues to work towards a Master's qualification, You are permitted to fund the Student up to the date that their dissertation is first submitted. Otherwise, the award must be terminated from the date that the Student's registration ceases. When an award is terminated, We must be informed through the Je-S Student Details. Any funding paid to the Student to cover the period after their registration ceased must be reclaimed, any unrecovered funds must be met by You and cannot be charged to the Training Grant.

TGC 7.2 Information Requirements

TGC 7.2.1 You must provide Us with standard information on Students and their training programmes through the Je-S for inclusion in Our management information system. Failure to provide this information within one month of the Student's registration may result in financial and non-financial sanctions being imposed.

TGC 7.2.2 You must inform Us of any changes to the Studentship that may potentially breach any applicable UK Subsidy Control Framework or State Aid regulation. In addition, You must inform Us of any significant changes to the Student's research project funded from the Training Grant within one month of the change being formally agreed by You, including change of Supervisor or project objectives, by updating the Je-S Student Details.

TGC 7.2.3 You must notify us through the Je-S Student Details of Students whose awards have been terminated, suspended, extended or transferred within a month of the change being formally agreed by You.

TGC 7.2.4 You must return information via the Je-S submission rate survey relating to the submission of the Student's thesis.

TGC 7.2.5 Where the award of a doctoral degree has not been recommended, You must amend Je-S Student Details to reflect the actual degree awarded. If a Student submits a doctoral level thesis and is subsequently awarded a lower degree e.g. MPhil, the Research Organisation should record this within Je-S Student Details as 'No Degree Awarded'.

TGC 7.2.6 Students must use Our nominated online system to submit information for monitoring and evaluation purposes on the outputs and outcomes and impacts of the research activity during and for some years after the expiry of the Studentship end date. Further information on reporting requirements can be found on the UKRI website at: www.ukri.org/apply-for-funding/manage-your-funding-award/report-your-research-outcomes/

TGC 7.3 Disclosure and Inspection

TGC 7.3.1 We shall be entitled to inspect any financial or other records and procedures associated with the Training Grant as are reasonably required to verify the regularity and propriety of Training Grant expenditure, or to appoint another 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.

TGC 7.3.2 If We request it, You must provide a statement of account for the Training 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 Training Grant Terms and Conditions.

TGC 7.3.3 You must report to us any investigations and their outcomes into research misconduct associated with the Training 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/. 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. It is a requirement that any instances of Fraud or attempted Fraud relating to funding received by You from Us, should be reported to FundingAssurance@ukri.org.

TGC 7.3.4 We will undertake periodic reviews of Research Organisations within the UKRI Funding Assurance Programme (FAP) to seek assurance that Training Grants are managed in accordance with the Terms and Conditions under which they are awarded.

TGC 8 Absence

TGC 8.1 Maternity, Paternity, Adoption and Parental Leave

UKRI funded Students are entitled to 52 weeks of maternity leave if the expected week of childbirth will occur during the period of their award. The earliest Maternity leave can commence is 11 weeks before the expected week of childbirth. The first 26 weeks should be paid at full stipend rate, pro-rated as necessary for part time Students. The following 13 weeks should be paid at a level commensurate with statutory maternity pay. The final 13 weeks are not paid. Partners are entitled to up to two weeks paid Ordinary Paternity Leave on full stipend. Ordinary Paternity Leave cannot start before the birth and must end within 56 days of the birth.

Partners are also entitled to an extended period of unpaid parental leave, up to a maximum of 50 weeks, with their studentship extended accordingly. Unpaid parental leave must be completed within 12 months of the birth of the child. This leave may be taken in up to three blocks of leave or all at once. Adoption leave should be granted on the same basis as maternity leave. There is no qualifying period for maternity, paternity or adoption leave. Additionally, their Studentship end date should be updated to reflect the period of leave.

TGC 8.2 Sick Leave

Payment of a Studentship must continue for absences covered by a medical certificate for up to thirteen weeks within any 12-month period. If the illness lasts for more than thirteen weeks You must suspend the Studentship for the period beyond the thirteen weeks.

TGC 8.3 Annual Leave

You should ensure that a clear policy on annual leave entitlement exists and that the Student is made aware of this at the start of their Studentship.

Reasonable holidays, a minimum of 30 days to a maximum of eight weeks per year to include public holidays is recommended and should be allowed for by Supervisors (pro rata for part time students). Students undertaking work in collaboration with non-academic partners are expected to consider their obligations to those partners in planning leave.

TGC 8.4 Absence Costs

At Our discretion compensation may be given to You at the end of the Training Grant to cover additional costs arising from a period of genuine absence in the event that there are insufficient funds in Your Training Account to meet these costs. You must demonstrate a lack of flexibility to meet these costs and an absence of other contingency funding or concurrent Training Grants

from which You can draw in order to meet these costs. You may request these costs when completing the Final Expenditure Statement for the Training Grant.

TGC 9 Financial Reporting

TGC 9.1 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 Training Grant, including the submission of an expenditure statement within 3 months of the end of the Training 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.

TGC 9.2 You must retain all accounting information relating to the Training Grant for the current financial year plus the subsequent six years after the submission date of the final expenditure statement.

TGC 9.3 If We send an Annual Statement showing payments made by UKRI to You during the previous financial year for all Grants, including Training Grants, You must complete and return the statement by the specified deadline.

TGC 10 Sanctions

TGC 10.1 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 Training Grant and any Specific Terms and Conditions of Training Grant.

TGC 10.2 If the Financial Expenditure Statement is not received within 3 months of the end of the Training Grant Period, UKRI will recover 20% of expenditure incurred on the Training Grant. All payments will be recovered if the report or statement is not received within 6 months of the end of the Training Grant Period. You may appeal against a sanction but must do so within 60 days of the pay run in which the sanction was imposed.

TGC 11 Exploitation, Impact and Acknowledgement

TGC 11.1 You are responsible for the arrangements relating to the ownership and management of intellectual property. You are expected to put in place an agreement regarding the relative contributions to the creation of intellectual property and any associated revenue sharing arrangements before any commercialisation or exploitation commences.

TGC 11.2 You are responsible for ensuring that all parties engaged in the research or training 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.

TGC 11.3 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.

TGC 11.4 Students supported by the Training Grant shall, subject to the procedures laid down by the Research Organisation, publish the results of their research, excluding theses, funded by the Training Grant, in accordance with normal academic practice and Our policy on Open Access: <https://www.ukri.org/apply-for-funding/before-you-apply/your-responsibilities-if-you-get-funding/making-research-open/>. Publications and other forms of media communication, including media appearances, press releases and conferences, must acknowledge the support received from Us, quoting the Training Grant reference number if appropriate. Please see the UKRI

Training Grant Guidance for details on how to acknowledge funding.

TGC 11.5 We expect that a full text version of the thesis should be available no longer than 12 months following award of the doctorate. We recognise that commercial, collaborative or publication arrangements may necessitate a slight delay at Your discretion, however we expect the thesis to be deposited as soon as possible. We expect You to have in place a documented process for determining where exceptions can be granted to the requirement for publication within 12 months.

TGC 12 Disclaimer

TGC 12.1 UKRI accepts no liability, financial or otherwise, for expenditure or liability arising from the research funded by the Training Grant, except as set out in these Terms and Conditions, or otherwise agreed in writing.

TGC 12.2 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 Training Grant.

TGC 12.3 UKRI reserves the right to terminate the Training 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 Training 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 Training Grant will be accepted, but, subject to the provisions of TGC 9 Financial Reporting, negotiations will be held with regard to other contractual commitments and concerning the disposal of assets acquired under the Training Grant.

TGC 12.4 Where studies are carried out in an NHS Trust or equivalent, the Trust 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.

TGC 13 Status

TGC 13.1 The Terms and Conditions of Training Grant which include these Standard Terms and Conditions of Training Grant and the Specific Terms and Conditions of Training 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.

TGC 13.2 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.

TGC 13.3 The Terms and Conditions of Training Grant contain the whole agreement between UKRI and the Research Organisation in relation to the Training Grant and neither party intends that any of these Terms and Conditions should be enforceable by any third party.

Appendix A – Changes to terms and conditions related to COVID-19 Pandemic

Extensions

Where an extension is applied to a student's funded period due to disruption caused by the COVID-19 pandemic, this may be done so in addition to any extensions covered by **TGC 6.1.1**, even if this would exceed the maximum extension allowed as detailed in section **TGC 6.1.1**.

Sick Leave

The sickness period of students who are ill with COVID-19 or a COVID-related condition (for example increased mental health issues due to lockdown) can be considered separately from **TGC 8.2**. For cases related to COVID-19, sick leave can be claimed for up to 28 weeks within a 12-month period.

Universities are asked to satisfy themselves that there is enough evidence that the student has had a period of sick leave without putting an undue burden of proof on the student (it may not be possible for the student to obtain a medical certificate during that time).

If a student is shielding, and are not able to work from home, they can use their shielding letter to claim sick pay. They should receive sick pay for the period detailed in their shielding letter. Students can claim for more than one period of shielding. We consider sick leave for shielding separately to other sick leave. This means time off for shielding does not come out of the student's normal sick leave allowance.

Changes to mode of study

UKRI will allow the number of mode changes to exceed the maximum set out in **TGC 7.1.1** where the additional mode changes are directly related to the pandemic.

Costs for short term events and activities

Recognising the exceptional circumstances due to the COVID-19 pandemic, UKRI will allow the cost of attending postponed events and/or activities to be drawn from the training grant even if beyond the student's funded period, providing it takes place before their thesis submission.

Activities/events organised by the UKRI training grant holders for the wider cohort will be considered as exceptional circumstances, with those students who have submitted their thesis allowed to attend and draw the cost of attending the activity from the grant.

UKRI will not cover any other costs outside the funded period as per condition **TGC 4.8**.

Annex A

Definitions

Council: Any of the bodies listed under the Introduction.

Fees: The funds required by a University for a Student to register for a higher degree.

Fees Only Award: The term used for a Studentship, which excludes funds for a stipend.

Funding Assurance Programme (FAP): A programme of visits and office-based tests 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.

Je-S Student Details (Je-S SD): Our web-based data collection system, which Research Organisations use to return details of the Students and Student research projects, funded from the Training Grant.

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

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

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

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

Standard Terms and Conditions of Training Grant/Standard Conditions: The Standard Conditions of Training 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/

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

Stipend: The funds awarded by the Research Organisation to Students to cover their maintenance while undertaking postgraduate training leading to the award of a postgraduate degree.

Students: The term used to identify postgraduates who are funded through the Training Grant.

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.

Supervisor: An individual with formal responsibility for providing support and guidance to a Student during their Studentship.

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

Training Account: The term used to refer to the multiple Training Grants held by a Research Organisation from the same Council.

Training Grant: A grant providing funds for the training of Students where the training leads to the award of a recognised postgraduate qualification.

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

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

Training Grant Holder: The Research Organisation to which the Training Grant is awarded, and which takes responsibility for the management of the Training Grant and accountability for funds provided.

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

Annex B

Information Sources

These Training 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/
- 2) UKRI Privacy Notice: www.ukri.org/about-us/privacy-notice/.
- 3) Statement of Expectations for Postgraduate Training: www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/supporting-skills-and-talent/
- 4) 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/
- 5) UKRI Training Grant Guidance: www.ukri.org/apply-for-funding/before-you-apply/your-responsibilities-if-you-get-funding/meeting-ukri-terms-and-conditions-for-funding/
- 6) UK Subsidy Control Framework: See UK Government guidance 'Complying with the UK's international obligations on subsidy control: guidance for public authorities'
- 7) 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)
- 8) Article 10, Protocol on Ireland/Northern Ireland, EU Withdrawal Agreement
- 9) De Minimis Aid: Commission Regulation (EU) No 1407/2013
- 10) General Block Exemption Regulation: Commission Regulation EU No. 651/2014
- 11) UKRI Due Diligence Guidance Questionnaire: www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/equitable-partnerships/
- 12) UKRI Trusted Research and Innovation Principles: <https://www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/trusted-research-and-innovation/>
- 13) Quality Assurance Agency (QAA) publication: UK Quality Code for Higher Education – Advice and Guidance: Research Degrees
- 14) Concordat for Engaging the Public with Research: www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/public-engagement/
- 15) UK Policy Framework for Health and Social Care Research
- 16) Policy and Guidelines on Governance of Good Research Conduct: www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/research-integrity/
- 17) Concordat to Support Research Integrity (2019)
- 18) Animals (Scientific Procedures) Act 1986
- 19) Responsibility in the use of animals in bioscience research guidance: <https://www.nc3rs.org.uk/responsibility-use-animals-bioscience-research>
- 20) 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/
- 21) Equality Act 2010
- 22) Modern Slavery Act 2015
- 23) UKRI Whistleblowing Policy: www.ukri.org/about-us/work-for-us/our-employment-policies/whistleblowing-policy/
- 24) Disabled Students' Allowances Framework information: www.ukri.org/our-work/developing-people-and-skills/find-studentships-and-doctoral-training/
- 25) Research Outcome Reporting Requirements: www.ukri.org/apply-for-funding/manage-your-funding-award/report-your-research-outcomes/
- 26) Research Integrity: www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/research-integrity/
- 27) Open Access Policy: <https://www.ukri.org/apply-for-funding/before-you-apply/your-responsibilities-if-you-get-funding/making-research-open/>

Annex C

Version Control

Version	Date Implemented	Changes
1.0	01 August 2017	<p>Updated due to RCUK Funding Assurance requirements:</p> <ul style="list-style-type: none"> • Clarifying responsibility for cascading T&Cs to third parties including due diligence checks and monitoring of compliance. • Reinforcing accountability for use of public funds and proper financial management. • Implication of State Aid laws. • Clarification of expected retention times for research/training grant documentation. • Guidance on ensuring value for money. • Expanding the “Inspection” section to cover “Disclosure” to clarify research council requirements and expectations in this area. • The ability for Research Councils to impose “additional measures” where non-compliance of T&Cs is identified.
2.0	12 January 2018	<ul style="list-style-type: none"> • Updated to meet new legislation: • Addition to Governance - Modern Slavery Act 2015 • TGC 1 Data Protection Act – title amended and condition updated to include the General Data Protection Regulations (GDPR) • TGC 6 Student eligibility – clarification in Extensions, Suspensions and Terminations of Studentships – illness - once the absence extends beyond 13 weeks, the RO should make arrangements for the studentship to be suspended; Extensions - clarification that the RO may extend a student’s support in line with the terms and conditions noted. • New condition (L) Transfer to UK Research & Innovation
2.1	03 April 2018	Links updated to UKRI site
3.0	12 January 2018	<p>Updated to include:</p> <ul style="list-style-type: none"> • Addition in “Definitions” under Data Protection Regulations section, to include GDPR • New condition RGC 2.6 Modern Slavery Act 2015 • Expanding RGC 8 Staff to include NHS clinical sessions in approved tasks which may be undertaken • Update to 11.5 Equipment Data to include recent changes to OJEU levels. • New condition RGC 25 Transfer to UK Research & Innovation
3.1	23 March	RCG 11.5 Equipment Data changed to restore previous limits

	2018	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	<p>Terms and Conditions reviewed; updates include:</p> <ol style="list-style-type: none"> 1. Renumbering of conditions 2. New conditions added: <ul style="list-style-type: none"> • TGC 2.7 Accountability and Responsibilities of the Research Organisation • TGC 2.15 Accountability and Responsibilities of the Research Organisation • TGC 3.4 Equality, Diversity and Inclusion • TGC 3.5 Safeguarding • TGC 3.6 Bullying and Harassment 3. Conditions removed: <ul style="list-style-type: none"> • TGC 3 Responsibilities of the Research Organisation - State Aid • TGC 18 Transfer to UK Research & Innovation 4. Conditions updated: <ul style="list-style-type: none"> • TGC 6.1.1 has been updated to confirm that the period of a Student's support must be extended in line with these Training Grant Terms and Conditions, to offset a period of absence for maternity leave, shared parental leave, adoption leave, absences covered by a medical certificate and extended jury service. • TGC 7.3.3 has been updated to comply with the new Standard 7 of the Government Functional Standard for General Grants. • TGC 8.2 Sick Leave has been updated to confirm that Payment of a Studentship must continue for absences covered by a medical certificate for up to thirteen weeks within any 12 month period.
5.0	06 March 2020	<p>Terms and conditions reviewed; updates include:</p> <ol style="list-style-type: none"> 1. New conditions added: <ul style="list-style-type: none"> • TGC 3.7 Whistleblowing 2. Conditions updated: <ul style="list-style-type: none"> • TGC 1 Variation to Terms and Conditions • TGC 2.3 State Aid • TGC 7.2.2 Information Requirements – State Aid
6.0	02 November 2020	<p>Terms and conditions reviewed; updates include:</p> <ol style="list-style-type: none"> 1. New conditions added: <ul style="list-style-type: none"> • TGC 5.2.5 Student Eligibility – Tier 4 Visa 2. Conditions updated:

		<ul style="list-style-type: none"> • TGC 2.6 Due Diligence – new guidance and questionnaire included • TGC 3.6 Bullying and Harassment – additional wording included to clarify expectations • TGC 3.7 Whistleblowing – additional requirements included • TGC 4.7 Use of Training Grant – additional detail included relating to International student costs • TGC 4.9 Use of Training Grant – updated to clarify when Training Grant expenditure can be incurred • TGC 5.2.4 Student Eligibility – Home and International student criterion added • TGC 5.3 Part Time Study – additional requirements included • TGC 7.3.1 Disclosure and Inspection – additional wording included in relation to UKRI disclosure of information • TGC 8.1 Maternity, Paternity, Adoption and Parental Leave – Unpaid parental leave introduced to replace Shared Parental Leave • TGC 8.3 Annual Leave – additional wording included to clarify expectations • TGC 11.4 Exploitation and Impact – new RIN guidance included
7.0	15 March 2021	<p>Terms and conditions reviewed; updates include:</p> <ol style="list-style-type: none"> 1. New conditions added: <ul style="list-style-type: none"> • TGC 2.3.1 to TCG 2.3.11 UK Subsidy Control Framework and State Aid 2. Conditions updated: <ul style="list-style-type: none"> • TGC 7.2.2 changes to Studentship to reflect requirements of the UK Subsidy Control Framework and State Aid
7.1	17 August 2021	<p>Terms and conditions reviewed; updates include:</p> <ol style="list-style-type: none"> 1. New conditions added: <ul style="list-style-type: none"> • TGC 2.6.2 Trusted Research and Innovation. A new condition has been included to outline UKRI expectations for organisations in receipt of UKRI funding in relation to Trusted Research and Innovation. 2. Conditions updated: <ul style="list-style-type: none"> • TGC 3.1.2 Research Governance – amended to include 2019 Concordat and clarify expectations. • TGC 3.5 Safeguarding – updated to align with the new UKRI Safeguarding Policy • TGC 5.2.4 - updated to clarify both home and international student's residency status whilst carrying out their studies. • TGC 5.2.5 - Tier 4 Visa - A recent change by

		<p>government, has seen the tier 4 visa replaced with the Student Visa. The TGC has been updated to reflect this.</p> <ul style="list-style-type: none">• TGC 7.3.3 amended to include the requirement to report any fraud/suspected fraud to UKRI Funding Assurance Team.• TGC 11 has been renamed to Exploitation, Impact <i>and Acknowledgement</i>.
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