

# Annotated revisions of UKRI Standard Terms and Conditions of Training Grant 2025

The following document has been annotated to set out the changes to the 'Standard Terms and Conditions of Training Grant' discussed in 'Policy Statement: Review of the UKRI Standard Terms and Conditions of Training Grant' ("the policy statement").

As set out in the policy statement, we are publishing these now to give research organisations and partners on UKRI training grants time to make necessary changes in advance of their coming into effect. UKRI studentships may benefit from the changes from the start of the research organisation or provider's 2025-26 academic year, meaning (where allowed by the research organisation) students can start to use additional medical leave etc., from that point. All research organisations and their grant partners must ensure they are compliant with the new conditions by 1 October 2025.

We have sought to compile expected changes to the training grant conditions into a single document. However, as outlined in the policy statement, some further changes are expected in 2025, including changes to align with UKRI's transition to the new funding service. Further changes may be made and communicated in the usual way.

The changes apply to all training grants including existing grants, but leave, extensions and other provisions that enable support for students should be provided under the rules in place at the time.

In the event of a discrepancy between this document and the 'Standard Terms and Conditions of Training Grant' the latter takes precedence.

In this document, existing language that is to be removed is red and strikethrough (example). New language is in green (example). An alternative colour scheme is used in the 'Annotated revisions of UKRI Standard Terms and Conditions of Training Grant 2025 (accessible version for colourblind users)', available on the UKRI website.

If you require these changes in any other format, please email <u>talent@ukri.org</u>.

Version Number	Status	Revision Date	Summary of Changes
Version 0.3	Draft	July 2024	Draft document provided to UKRI operational panel.
Version 1	Superseded	January 2025	Document published.
Version 2	Published	April 2025	Correction to <b>TGC 8.3.2.2.</b> In version 1, <b>TGCs 6.1.1.i.b</b> and <b>8.2.4</b> had been marked 'subject to confirmation' and have now been removed. Other minor changes made to the live TGCs on 1 April 2025 have been incorporated.

#### Please note that the training grant conditions are subject to further changes.



# 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 United Kingdom Research and Innovation (including 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 Agreement.

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 UK 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, Project Leads and Co Leads, 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 UKRI website 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 (<u>https://www.ukri.org/manage-your-award/meeting-ukri-terms-and-conditions-for-funding/</u>) and via the UKRI Privacy Notice (<u>https://www.ukri.org/who-we-are/privacy-notice/</u>).

#### **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 applies to all Training Grants with immediate effect and supersedes 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 is available on the UKRI website at: <u>https://www.ukri.org/manage-your-award/meeting-ukri-terms-and-conditions-for-funding/</u>

## 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, complies 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 and training supported by the Training Grant is carried out in accordance with all applicable ethical, legal and regulatory requirements in the jurisdictions in which You practise. Where necessary, You should seek legal advice on what legal or regulatory requirements may apply to You.

-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 2.2.2** You must ensure that the project (including, but not limited to, individual students' research projects) and any acquisitions made by You are compliant with the National Security and Investment (NSI) Act 2021. Any asset or entities within the scope of the Act, obtained by the Training Grant funding awarded to You, completed on or after 12 November 2020, including when collaborating with third parties to acquire, sell or develop qualifying entities or assets, must comply with these rules. You may be required to notify the government about an acquisition before you can complete it.

**TGC 2.2.3** We will immediately suspend the Grant and may require You to repay Training Grant funding if You are found to be in breach of the National Security and Investment (NSI) Act 2021.

**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 the Subsidy Control Act 2022.

**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 Subsidy Control Act 2022.

**TGC 2.3.4** No subcontract or other agreement with a Third Party can be made which would constitute a breach of the Subsidy Control Act 2022.

**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 Windsor Framework 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 Grant Agreement.

**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: <a href="https://www.ukri.org/manage-youraward/good-research-resource-hub/research-in-a-global-setting/">https://www.ukri.org/manage-youraward/good-research-resource-hub/research-in-a-global-setting/</a>

**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: <a href="https://www.ukri.org/manage-youraward/good-research-resource-hub/trusted-research-and-innovation/">https://www.ukri.org/manage-youraward/good-research-resource-hub/trusted-research-and-innovation/</a>

**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 relevant <u>statement of expectations [UKRI website]</u>.

Grants awarded to funding opportunities that opened in or before 2023, excluding AHRC Focal Awards, should refer to the Statement of Expectations for Postgraduate Training.

Grants awarded to funding opportunities launched from January 2024 onwards, as well as AHRC Focal Awards, should refer to the Statement of Expectations for Doctoral Training.

**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 Academic Year. When We change the minimum Stipend, changes must apply no later than the first Stipend payment after 1 October. You may implement the new minimum Stipend before 1 October. Subject to these Training Grant Terms and Conditions, You can decide on the level of Stipend, the format (e.g. part-time, 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 (subject to any requirements in TGC 6.1) or from another source.

**TGC 2.11** You or another funder must not apply any additional terms and conditions to a Student's award, which conflict with these Training Grant Terms and Conditions or any guidance issued by Us. You may however provide a Student with additional support (not funded by us), at your discretion.

**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 available from the Quality Assurance Agency (QAA) relating to dealing with complaints about universities. Guidance is also available from the Office of the Independent Adjudicator for Higher Education (OIAHE) if you are registered in England or Wales, the Scottish Public Services Ombudsman in Scotland and the Northern Ireland Public Services Ombudsman if you are registered in Northern Ireland.

The Research Organisation and relevant Third Parties must have a policy to support the efficient and satisfactory identification and resolution of complaints from Students. Students funded by Us must also have access to an appropriate ombudsman scheme. The Research Organisation and any relevant Third Parties must pay due regard to any guidance from the relevant ombudsman. Where You are delivering training in partnership with other research organisations, You must ensure any partnership agreement is clear on handling and liability for such complaints. You must ensure that all Students funded by Us and Supervisors are aware of mechanisms to provide feedback and resolve complaints.

**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: <u>https://www.ukri.org/manage-your-award/good-research-resource-hub/guidance-onengaging-the-public-with-your-research/</u>

**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 are and resources to support student welfare 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 2.17** You must comply with the conditions laid down by the Bribery Act.

TGC 2.18 You must comply with the conditions of the Fraud Act. See also: TGC 7.3.3

**TGC 2.19** Where Students are likely to be consumers, the RO and any relevant Third Parties must demonstrate that in developing and implementing policies, procedures and terms and conditions, due regard is given to relevant guidance about how to comply with consumer law.

**TGC 2.20** Where a Student is studying by virtue of an employment contract, their employer must comply with all necessary employment law. Where a Student is not an employee, You must still have regard to employment law and tax law, and must ensure that no action by You or staff involved in the delivery of the Training Grant creates an oral or implied contract of employment.

**TGC 2.21** You must deliver training to be consistent with the Quality Assurance Agency (QAA) Quality Code and, in England, comply with any requirement of the Office for Students.

#### 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 on the Governance of Good Research Practice at: <u>https://www.ukri.org/publications/ukri-policy-on-the-governance-of-good-research-practice/</u> and ensure that the requirements set out in the 2019 Concordat to Support Research Integrity, including any subsequent amendments, are met. You are responsible for ensuring all necessary permissions are obtained before the Project 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.

You must have a policy in place to manage Conflicts of Interest. Any potential conflicts of interest in research identified at the point of application or thereafter during the grant must be managed as part of the planned project. We reserve the right to request details of the management of any interests at any point during the grant duration.

#### 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 <u>https://www.nc3rs.org.uk/3rsresources/responsibility-use-animals-bioscience-research</u>



## TGC 3.3 Health and Safety

You are responsible for ensuring a safe working You must ensure a safe 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.

Health and safety risk assessments should be undertaken where appropriate to ensure compliance with all health and safety obligations. An individual risk assessment must be conducted for a Student who informs You or the Third Party in which they are based that they are any of (i) pregnant (ii) breastfeeding or (iii) have given birth in the last 6 months.

Health and safety risk assessments must have regard to relevant equality legislation. Where a health and safety assessment may lead to discrimination, i.e. one person is treated less favourably than others in respect of a characteristic protected in legislation (including, but not limited to, disability, pregnancy, maternity or sex (including breastfeeding)), it must be possible to demonstrate that this is a proportionate means of achieving a legitimate aim.

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

**TGC 3.4.1** 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: <a href="http://www.ukri.org/manage-your-award/good-research-resource-hub/guidancefor-equality-diversity-and-inclusion/">www.ukri.org/manage-your-award/good-research-resource-hub/guidancefor-equality-diversity-and-inclusion/</a> for equality, diversity and inclusion.

**TGC 3.4.2** Your approach to supporting equality, diversity and inclusion is expected to at a minimum meet all relevant legal obligations, including but not limited to those of the Equality Act 2010 and equivalent legislation when acting in Northern Ireland. You must ensure that the training and research is compliant with the provisions of the Equality Act 2010 in England, Wales and Scotland, and equivalent legislation in Northern Ireland.

**TGC 3.4.3** In England, Wales and Scotland, a requirement of the Equality Act 2010 is that where a provision, criterion or practice puts a disabled person at a substantial disadvantage in relation to a relevant matter in comparison with persons who are not disabled, an RO or project partner must take such steps as it is reasonable to have to take to avoid the disadvantage. The RO must have a policy that enables it to comply with its statutory obligation put in place reasonable adjustments (including anticipatory reasonable adjustments) where required covering the breadth of a Student's research and training, including but not limited to the research environment, within their department, during field work and while on placement. The policy should set out in what circumstances a Student may be asked for evidence of a disability. An RO or project partner must put in place and fund reasonable adjustments where it has a statutory obligation to do so, and it is not dependent upon funding or authorisation by Us.

**TGC 3.4.4** Where You consider a conflict or tension arises between the reasonable adjustment You provide for a disabled person, and a UKRI provision, criterion or practice (including, but not limited to, these Standard Terms and Conditions of Training Grant) your statutory obligation to provide the reasonable adjustment takes precedence but You must notify us of any and all such instances.

**TGC 3.4.5** You must inform persons who may become UKRI funded students that if they are disabled they can request reasonable adjustments at the earliest opportunity, including (but not limited to) in any prospectus material and in communications offering a person a Studentship (such as an offer letter). Reasonable adjustments should be made in a timely fashion and Students must be provided with a process to highlight any adjustments that are not fully implemented, without risk of victimisation. Failure



to make reasonable adjustments in a timely fashion may result in the Studentship being extended at cost to the RO.

**TGC 3.4.6** You are required to ensure all staff and doctoral students receive suitable training, information and support to ensure compliance with Your obligations under all equality legislation. This should include (but not be limited to) information on what characteristics are protected and how the law defines these, harassment and victimisation, and specific protections regarding maternity in non-work cases. In England, Wales and Scotland, you should make Students aware of the Equality Advisory Support Service (EASS).

**TGC 3.4.7** You must be able to demonstrate that You have met Your obligations under the Public Sector Equality Duty in the Equality Act. You must consider how policies, programmes and services affect people with different protected characteristics and where possible inclusive practices must should be built into the design of systems, policies and processes to address issues of inequality.

# 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. To manage the risks associated with our funding, organisations must inform UKRI of any upheld allegations of sexual exploitation, abuse, bullying, psychological abuse, physical violence and harassment including in respect of any of the protected characteristics as defined by the Equality Act 2010, against staff, students or associated personnel directly involved in a UKRI funded activity.

UKRI's Preventing Harm (Safeguarding) in Research and Innovation policy,

<u>https://www.ukri.org/manage-your-award/good-research-resource-hub/preventing-harm-in-research/</u>, provides further information on our expectations, including the actions that UKRI may take. Further information on UKRI's approach to bullying and harassment can be found on the UKRI bullying and harassment web pages, <u>https://www.ukri.org/who-we-are/work-for-us/working-at-ukri/ouremployment-policies/whistleblowing-policy/</u>

#### 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: <u>https://www.ukri.org/who-we-are/work-for-us/working-at-ukri/ouremployment-policies/whistleblowing-policy/</u>

# 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** For International Students, You are able to claim the difference between home and International fees from other sources, which can include the Student. Training Grant Funds cannot be used to cover the difference between home and overseas fee rates.

**TGC 4.4** [Deleted] For a fees only Student, all the Student's fees must be funded from a single 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 UKRI. 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 4.5.1** The UKRI contribution to Studentship costs must be drawn from a single Training Grant at any one time. We expect the total costs for the full duration of the Studentship to be drawn from a single Training Grant unless the award letter provides explicit allowance for funding to be drawn across consecutive grants or in addition to the Student's main UKRI Training Grant.

**TGC 4.5.2** The research undertaken by a Student as part of a Studentship must fall predominantly within the remit described by the funding opportunity for which the award was issued.

**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. Failure to comply with this condition could result in an HMRC tax liability on You or the Student.

**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 not exceed 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.

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., the difference from other sources.

**TGC 4.7.1** With the exception of TGC 4.3, Students must not be expected to bear the cost of any shortfall in funding nor Home Students must not be charged costs above the level paid by Us (including additional fees) during their funded period.

**TGC 4.8** With the exception of TGC 4.9 or 4.11, 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 Grant Agreement 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 <u>Disabled Students'</u> <u>Allowance Framework</u>.

**TGC 4.12** Costs charged to the RTSG, Fieldwork, and Other fund headings must be explicitly identifiable as arising from the conduct of the award and must be verifiable, auditable, and charged on the basis of the cash amount spent.

Bench fees, when not incorporated into Fees, are permissible costs when they are for a specifically costed facility required for the Student's research project. We do not permit an automatic or blanket fee being applied to all Studentships without account for their needs.

## TGC 5 Starting Procedures and Training Grant Arrangements

#### TGC 5.1 Starting Procedures

**TGC 5.1.1** Before accepting the award you will need to check the grant agreement, and accept the standard terms and conditions, as well as any additional terms and conditions. You must formally accept the Training Grant by completing and returning the Award Offer within 10 working days of the issue of the Grant Agreement.

**TGC 5.1.2** You must submit the Start Confirmation within 42 (calendar) days of the fixed start date specified in the Grant Agreement, 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** A new Studentship must be a full award (not a fees-only award). 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 an award 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 the full-time equivalent, is a reasonable adjustment to a Disabled person.

**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. You are responsible for ensuring You meet any local legal requirements on You. If a Student is still in receipt of a Stipend while overseas, You should draw their attention to consideration of local tax law.

**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 and the associated residency requirements:

- Be a UK National or,
- Have settled status or,
- Have pre-settled status or,
- Have indefinite leave to remain or enter or,
- Be an Irish National\*

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

\*Irish Nationals eligibility is derived from the UK Ireland Common Travel Area Agreement: https://www.gov.uk/government/publications/common-travel-area-guidance/common-travel-areaguidance

**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, unless You have determined that a lower FTE is a reasonable adjustment to a Disabled person.

You should consider requests made by the Student to make permanent changes to their working study arrangements, including studying 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. 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. The Absence grant conditions (**TGC 8**) set out where you are permitted to extend a Studentship to account for periods of leave.

Unless TGC 6.1.3 applies, a Studentship may be extended where the total amount of Medical Leave (excluding minor illnesses) and Additional Leave are over one week, and must be extended when the total amount of Medical Leave (excluding minor illnesses) and Additional Leave exceeds one month. It must also be extended for any period of Family Leave. In considering the length of an extension, you may consider the impact of the timing and duration of the absence.

The Training Grant Holder may agree these without consultation with UKRI where the following three conditions are met:

(i) The total extension to the Studentship (which could come from a combination of several separate extension decisions) is of no more than one calendar year OR the total extension would be no more than one calendar year were it not for:

(a) a period of Family Leave or leave related to baby loss and/or



(b) a reasonable adjustment provided within UKRI's <u>Disabled Students' Allowance</u> <u>framework</u>[In version 1 of the annotated conditions this condition marked as 'Subject to confirmation' and has now been removed].

(b) an extension related to COVID-19 (including sick leave, Shielding leave where a Shielding Letter had been obtained, or a period of disruption) where this was agreed in writing by the RO before 1 October 2025.

AND

(ii) the extension is permitted by either TGC 8 OR the UKRI DSA Framework AND

(iii) where the new end date for the Studentship remains before the End Date of the Grant.

Where extensions, of any length, take the Studentship to an end date later than the end date of the Grant, You will need to apply to us. We will advise You on what steps to take. This may include moving the Studentship onto a new or different grant, extending the grant, or other options.

**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 6.1.3** An extension must not be provided for a period after the Student has submitted their Thesis or equivalent.

#### TGC 6.2 Early Submission or Termination

**TGC 6.2.1** Students may submit their thesis prior to the end of their award. Where the Student continues to undertake work-study 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 6.2.2** When engaging in grievance procedures or terminating a Studentship before the end of the funded period, you should ensure relevant local procedures are followed and that the Student is dealt with in a manner that is transparent and fair, with a written record maintained. You should allow the Student a companion at any grievance meeting, where appropriate, and ensure a record of communication and meeting is maintained. You must report any early termination to Us in line with TGC 7.2.3.

#### TGC 7 Monitoring

#### TGC 7.1 Changes to Study and Location

**TGC 7.1.1** You may approve a single changes in the mode of study from part-time to full-time or viceversa 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. You must be able to demonstrate that you have treated Students who change mode of study in a way that is transparent and fair (see TGC 2.19). If your service differs for Students on different modes of study, you must ensure you do not unduly discriminate between them (see TGC 3.4).



**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 funding opportunity 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 Subsidy Control Act 2022 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: <u>https://www.ukri.org/apply-forfunding/manage-your-%20funding-award/report-your-research-outcomes/</u>

#### 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 into research misconduct associated with the Training Grant within one month of deciding to undertake a formal investigation, and subsequently notify Us of the findings and any actions taken as described in the Policy on the Governance of Good Research Practice: <a href="https://www.ukri.org/publications/ukri-policy-on-the-governance-of-goodresearch-practice/">https://www.ukri.org/publications/ukri-policy-on-the-governance-of-goodresearch-practice/</a>. Upon request You must provide information on Your management of research integrity and ethics as described in the above policy. In addition, You must provide details of 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 8.0.1** You should ensure that Students and members of staff are aware of what leave is available to Students and when leave could result in an extension to the Studentship, for example in a well publicised policy on leave and extensions. Students can access four categories of leave: Family Leave; Medical Leave; Additional Leave; and Annual Leave. A Student must not be expected to study during leave absences and you should take reasonable steps to ensure leave is used for its intended purposes.

**TGC 8.0.2** You should ensure that Students returning from leave (other than annual leave) are well supported with appropriate policy in place for Students return to study following leave for adoption, bereavement, maternity, neonatal, pregnancy loss, stillbirth and paternity, including (but not limited to) using Phased Returns (see TGC 8.3.2) where appropriate.

**TGC 8.0.3** You may supplement any of our provisions for leave with funds from other sources.

**TGC 8.0.4** Relevant providers must maintain a record of Family Leave, Medical Leave and Additional Leave. Leave related to pregnancy (including pregnancy related sickness) and disability or other protected characteristics in equality legislation must be recorded appropriately and You must consider how they will be accounted for in trigger points such as academic progression or absence reviews to avoid discrimination. You are reminded of your obligations both under data protection and equality legislation (see TGC 3.4).

# TGC 8.1 Parental Leave Family Leave

**TGC 8.1.1 Maternity Leave.** Maternity Leave can commence up to 11 weeks before the expected week of childbirth. A Student is eligible for Maternity Leave if (1) the maternity leave is planned to commence (or does commence) before the end of the Student's funded period and (2) they are the birth parent of the child. A Stipend may be drawn at the full rate for the first 26 weeks of Maternity Leave; at a level commensurate with Statutory Maternity Pay for the next 13 weeks of Maternity Leave. A Stipend may not be drawn for the final 13 weeks. The Studentship may be extended to account for periods taken as Maternity Leave.



**TGC 8.1.2 Partner's or Paternity Leave (leave for partners following the birth of a child)**. A stipend may be drawn for two weeks of leave for a Student who is the partner of a mother or birth parent following the birth of their child. A Student is eligible for this leave if the following conditions are met:

(1) the leave is planned to commence (or does commence) before the end of the Student's funded period and the leave commences within 52 weeks of the birth of a child AND

(2) the Student is either (i) the father or non-birth parent of the child or (ii) partner of the child's birth parent AND

(3) the Student must also have or expect to have the main responsibility (apart from any responsibility of the mother/birth parent) for the upbringing of the child.

For these purposes, "partner" means a person who lives with the birth parent and the child in an enduring family relationship but is not the birth parent's parent, grandparent, sibling, child, aunt or uncle. A partner may be married to or be a civil partner of the birth parent but this is not a requirement.

**TGC 8.1.3 Adoption Leave.** A Student is eligible for Adoption Leave if the Student has been newly matched with a child through an adoption agency, or if the Student has used a surrogate during their Studentship. Leave during the studentship for a main adopter of a child in the UK begins when the child's placement starts, or an agreed period of time before the child's placement starts to support preparation. The support available for the main adopter is commensurate to Maternity Leave. The support available for a Student who is the partner (as defined in **TGC 8.1.2**) of the main adopter of the child or is the co-adopter, is commensurate with Paternity Leave. The Studentship may be extended to account for the period of Adoption Leave. A Stipend may also be drawn for Students attending adoption appointments after being matched with a child. The Studentship should not be extended for these appointments.

**TGC 8.1.4 Neonatal Care Leave.** A Student is eligible for Neonatal Care Leave if: (1) the birth of the child is within the funded period of the Studentship or a planned period of Maternity Leave and the child is receiving neonatal care in a hospital and (2) they are either (i) the mother/birth parent of the child or (ii) a father/non birth parent or partner of the mother/birth parent as defined in **TGC 8.1.2.** One week of Neonatal Care Leave should be provided for each week or part-week in which the child is in neonatal care, up to a maximum of 12 weeks. This is additional to Maternity or Paternity Leave and a stipend should be drawn at the usual rate. The Studentship may be extended to account for periods taken as Neonatal Leave.

**TGC 8.1.5 Parental leave (no stipend).** You may allow a Student to take leave in order to provide care to a child for to whom they are a parent/carer of up to 1 month each year. No Stipend may be drawn during this period but the end date of the Studentship should be modified accordingly. Alternatively the Studentship can be suspended.

**TGC 8.1.6 Death during a period of maternity.** A partner is eligible for leave on the same basis as the mother or main adopter if the mother or main adopter dies during or shortly before the period of maternity or adoption leave.

For pregnancy loss or the loss of a child, see Additional Leave.

Although individuals funded under these terms and conditions do not normally Students who are not studying by virtue of an employment contract (see TGC 2.20) do not have a statutory entitlement to maternity, paternity or adoption leave, UKRI will provide funding for leave entitlements which mirror the statutory schemes in force at the time. UKRI also provides an unpaid parental leave scheme. UKRI allows its funding to support You in providing leave, recognising that such support is necessary for students to complete their education. You may supplement any provisions here at Your own cost, if You choose to do so.



You may also draw funding from the training grant to support a UKRI Student whose partner does or is expected to give birth during the period of the Students' award, similar to paternity leave. For these purposes, the Student must meet the following two conditions. The first condition is that they be <u>either</u> (i) the father of the child or (ii) partner of the child's mother. The second condition is that the Student must also have or expect to have <u>either</u> (i) if they are the child's father, responsibility for the upbringing of the child or (ii) if they are the mother's partner but not the child's father, the main responsibility (apart from any responsibility of the mother) for the upbringing of the child. For these purposes, "partner" means a person (whether of a different sex or the same sex) who lives with the mother or adopter and the child in an enduring family relationship but is not the mother's or adopter's parent, grandparent, sister, brother, child, aunt or uncle. A partner may be married to or a civil partner of the mother but this is not a requirement.

Any paid parental leave must be taken within 52 weeks of the birth of the child.

Students who would be entitled to paternity leave under the statutory scheme 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 52 weeks of the birth.

Under the unpaid parental leave scheme, eligible students will be entitled to an extended period of unpaid parental leave, up to a maximum of 50 weeks, with their studentship extended accordingly.

In respect of birth parents, eligible students are those who will share primary responsibility for the child with its birth mother. In respect of adoptive parents, eligible students are those who are the spouse, partner or civil partner or the primary adopter. Students are only entitled to take one of either maternity/adoption-equivalent leave or unpaid parental leave per birth/placement of a child.

Unpaid parental leave must be completed within 12 months of the birth or placement of the child. This leave may be taken in up to three blocks of leave or all at once.

There is no qualifying period for maternity, paternity, parental or adoption leave. Additionally, their Studentship end date should be updated to reflect the period of leave.

The RO should support pregnant students and their partners in attending antenatal or medical appointments. The RO should permit pregnant students leave from their studentship to attend antenatal and medical appointments with no deduction from their stipend.

A student who is a partner of someone who is pregnant should be permitted leave to attend a minimum of two antenatal appointments, for a maximum of 6.5 hours per appointment.

#### TGC 8.2 Sick Leave Medical Leave

**TGC 8.2.1** Medical Leave should be used for any circumstances by which a Student is deemed unfit to study. It may also be used to provide paid leave to attend medical appointments where flexible study is not possible. Examples of leave that can be supported under Medical Leave are:

- Sick leave (including both physical and mental health)
- Pregnancy-related illness
- Antenatal appointments
- Fertility treatment a Student experiencing fertility issues and has been medically advised that they require leave, including (but not limited to) undergoing fertility treatment
- Disability-related illness (including chronic illness)
- Disability-related appointments (including for chronic illness) e.g. diagnosis, therapy or treatment
- Gender reassignment a Student undertaking gender reassignment and has been medically advised that they require leave.



**TGC 8.2.2** A stipend may be drawn for Medical Leave for up to 28 weeks in a rolling 12-month period. The total cumulative amount of medical leave must not exceed 52 weeks across the whole studentship.

**TGC 8.2.3** You must be satisfied that the period of leave is necessary and reasonable. Where a student is unfit to study, this may be via a certificate, letter or equivalent from a medical professional or a record that the RO has determined that the Student is unfit to study.

**TGC 8.2.4** Disabled Students with a known need for a high number of medical appointments may wish for this to be considered outside of Medical Leave, through the DSA Framework (see TGC 3.4.3 and 3.4.4). [In version 1 of the annotated conditions this condition marked as 'Subject to confirmation' and has now been removed].

Payment of a Studentship must continue for absences covered by a medical certificate for up to thirteen weeks within a rolling 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 8.2.A Additional leave

**TGC 8.2.A.1** Additional leave may be provided to cover specific instances where a Student may be required to be absent from study that are not covered by other types of leave. These include:

- Special leave (including bereavement and pregnancy loss)
- Baby loss (including stillbirth and neonatal death)
- Carer's leave
- Additional disability leave associated with delayed adjustments
- Health and safety
- Public duties
- Regulation leave

**TGC 8.2.A.2 Special Leave (including bereavement and pregnancy loss).** This covers paid leave on compassionate grounds (compassionate leave) in addition to emergency situations such as serious illness or injury involving a Student's dependant or to deal with any domestic emergency or emergency situation at home, such as flooding. This list is not exhaustive and You may consider covering other events that create significant disruption that cannot be accommodated through flexible working such as non-medical appointments (e.g. legal). Typically, a stipend may be drawn for up to 5 days leave pro rata. At your discretion, You may draw a stipend up to 10 days' paid leave pro rata. In the following circumstances you must allow up to 10 days' paid leave pro rata (1) in the event of the death of a parent, close relative or a child (2) in the event that a pregnancy is lost before 24 weeks whether the Student (i) experiences this loss directly or (ii) is the partner, as defined in **TGC 8.1.2**, of someone who experiences the loss; or (iii) loses a baby via surrogacy. Absences beyond these allowances may be taken as Medical Leave where they meet the conditions set down in **TGC 8.2**. The Studentship may be extended to account for periods taken as Special Leave.

**TGC 8.2.A.3 Baby loss (including stillbirth and neonatal death).** A Student is entitled to this leave, in addition to Special Leave, if the Student is (1) the mother/birth parent or (2) the father/non-birth parent/partner of the birth mother (as defined in **TGC 8.1.2**) and (3) the baby is stillborn or born at any stage of pregnancy in or beyond week 24 of the pregnancy but dies within the first 52 weeks of being born. This is irrespective of whether the child was stillborn, dies within the first 28 days (neonatal death) or dies at any other time in the first 52 weeks. The Student should be provided the same amount of Family Leave as they would have been provided had the child survived. If the Student is already on Family Leave, this should continue unless the Student expressly requests to return to study early.

**TGC 8.2.A.4 Carer's leave.** A stipend of up to 5 days per year pro rata may be drawn by a Student who needs to give or arrange care for a dependant with a long-term care need. This is defined as a dependant with a disability under the Equality Act 2010 (or DDA in Northern Ireland), care need related to old age, or



an illness or injury likely to need care for more than 3 months. The studentship may be extended to account for periods taken as carers leave.

**TGC 8.2.A.5 Additional disability leave associated with delayed adjustments.** A Stipend may be drawn while the Student is unable to study as the result of a delay in putting in place reasonable adjustments. An extension to the Studentship may be provided for disruption over 5 days. An extension of up to 4 weeks can be agreed by the Training Grant Holder or RO without consultation with UKRI. Above this amount, the RO must contact UKRI. Students must not study while on this leave type. It should not be used merely to extend the period available to study nor should it replace or enhance the provision available through Medical Leave (**TGC 8.2**).

**TGC 8.2.A.6 Health and Safety.** Where a health and safety concern means that a student is temporarily unable to continue with their studies and the RO has made all other reasonable efforts to mitigate the issue, a Stipend may be drawn while the Student is unable to study (see also: TGC 3.3). The Studentship may be extended to account for periods taken as leave related to Health & Safety over 5 days. An extension to the Studentship of up to 4 weeks can be agreed by the Training Grant Holder or RO without consultation with UKRI. Above this amount, the RO must contact UKRI. You must keep the situation under regular review and satisfy yourself that new mitigations to allow the return of the Student to study are not possible.

**TGC 8.2.A.7 Public Duties.** Leave may be provided for jury service and an extension may be provided.

**TGC 8.2.A.8 Regulation leave.** Where an RO has explicit written permission from UKRI it may draw funding for other leave types or allowances, provided that these are offered to other similar students in the RO's University Regulations or equivalent.

#### TGC 8.3 Annual Leave

You should ensure that a clear policy on paid annual leave entitlement exists and that the Student is made aware of this at the start of their Studentship. Reasonable paid 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). Annual leave comes out of the existing time frame for the studentship and the studentship will not be extended to accommodate this. Students undertaking study work in collaboration with non-academic partners are expected to consider their obligations to those partners in planning leave.

#### TGC 8.3.1 [removed] Other leave

Research Organisations are expected to have a policy in place to support students requiring short-term time off for emergencies and/or compassionate leave, giving due consideration to requests in such circumstances. This should provide for paid and unpaid leave, dependent on the individual circumstances. At a minimum, bereaved parents should be entitled to two weeks paid leave in the event of the death of a child under 18 years of age. For other emergencies and/or compassionate leave the exact number of paid days will depend on the individual circumstances but would not usually be more than 5 days. Stillbirths after 24 weeks should be treated in the same way as a live birth. [moved to TGC 8.1]

#### TGC 8.3.2 Return to Study

**TGC 8.3.2.1** A policy should be in place to provide appropriate support for Students returning to study after a period of family, medical or additional leave.

**TGC 8.3.2.2** You may offer a period of phased return to a Student returning to study after a period of leave. You should maintain a record of the agreement and the amount of time that a student will study during a period of phased return and review the arrangement periodically (normally, every four weeks). Phased



Return may be accounted for from any available leave allocation, normally family or medical leave. Where no appropriate family or medical level is available, annual leave may be used. The studentship may be extended where this is within the rules on extensions.

#### TGC 8.4 Absence Costs

**TGC 8.4.1** Co-funded students. When arranging co-funding of individual or a number of studentships, you should seek to put in place arrangements so that costs of additional absences are met equitably between different funders. New co-funding agreements for Students starting from 1 October 2026 must have regard to meeting commitments to diverse student needs, including absence costs and extensions.

**TGC 8.4.2** Where a Student has a genuine requirement for leave specified in TGC 8, you must provide this. You may continue to draw a fee from the grant in respect of the Student provided the Studentship is not suspended. You must ensure a Student maintains access to the campus (where applicable) and student support services throughout a period of leave.

**TGC 8.4.3** You are expected to manage your Training Grant funds to anticipate and accommodate some level of absence by Students within the Training Grant cash limit or other contingency funds in the first instance.

**TGC 8.4.4** Where you can demonstrate that you cannot meet the costs of leave from within the training grant or other contingencies, You must inform Us. Where we are content that you cannot meet the costs, we will either (a) agree an arrangement to transfer the student to an alternative concurrent training grant or (b) agree to meet the costs on a formal request through the completion of the Final Expenditure Statement for the Training Grant. 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 (see TGC 11.5), funded by the Training Grant, in accordance with normal academic practice and Our policy on Open Access: <a href="https://www.ukri.org/manage-your-award/publishing-your-research-findings/makingyour-research-article-open-access/">https://www.ukri.org/manage-your-award/publishing-your-research-findings/makingyour-research-article-open-access/</a>. Publications can be accepted in English or Welsh.

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 details on how to acknowledge funding at <a href="https://www.ukri.org/manage-your-award/publishing-your-research-findings/acknowledging-yourfunding/#contents-list">https://www.ukri.org/manage-your-award/publishing-your-research-findings/acknowledging-yourfunding/#contents-list</a>

**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. Where students have both a covid related and another illness in a 12-month period, they can receive a maximum of 28 weeks paid sick leave across both illnesses but, in line with the standard terms and conditions, no more than a maximum of 13 weeks for the non- COVID related illness within that 28-week limit.

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

**Academic Year:** For the purposes of Training Grants, the academic year is from 1 October to 30 September of the following year.

**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 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.

**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):** The organisation to which the Grant is awarded and which takes responsibility for the management of the Project and accountability for funds provided

**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: <u>https://www.ukri.org/manage-youraward/meeting-ukri-terms-and-conditions-for-funding/</u>

**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.

**Statement of Expectations for Doctoral Training:** A statement setting out expectations for funders, research organisations (including supervisors), collaborators and students.

**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 / Training Grant Agreement: 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. Previously this was referred to as an "Offer Letter".

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. The Project Lead will be hosted by the Lead Organisation.

**Training Grant Terms and Conditions** (TGCs): 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:

https://www.ukri.org/manage-your-award/meeting-ukri-terms-and-conditions-for-funding/

2) UKRI Privacy Notice: <u>https://www.ukri.org/who-we-are/privacy-notice/</u>

3) Statement of Expectations for Postgraduate Training: <u>https://www.ukri.org/manage-youraward/good-research-resource-hub/supporting-skills-and-talent/</u>

4) UKRI Grant Terms and Conditions web page: <u>https://www.ukri.org/manage-youraward/meeting-ukri-terms-and-conditions-for-funding/</u>

5) UKRI Training Grant Guidance: <u>https://www.ukri.org/manage-your-award/meeting-ukri-termsand-conditions-for-funding/</u>

6) Subsidy Control Act 2022: 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: <u>https://www.ukri.org/manage-your-</u> award/goodresearch-resource-hub/research-in-a-global-setting/

12) UKRI Trusted Research and Innovation Principles: <u>https://www.ukri.org/manage-youraward/good-research-resource-hub/trusted-research-and-innovation/</u>

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: <u>https://www.ukri.org/manage-</u>

youraward/good-research-resource-hub/guidance-on-engaging-the-public-with-your-research/

15) UK Policy Framework for Health and Social Care Research

16) Policy and Guidelines on Governance of Good Research Conduct:

https://www.ukri.org/manage-your-award/good-research-resource-hub/research-integrity/

17) Animals (Scientific Procedures) Act 1986

**18)** UKRI policy on research and innovation involving animals: <u>https://www.ukri.org/manage-your-award/publishing-your-research-findings/#contents-list</u>

19) Responsibility in the use of animals in bioscience research guidance:

https://www.nc3rs.org.uk/3rs-resources/responsibility-use-animals-bioscience-research

20) UKRI Policies and Principles for Equality, Diversity and Inclusion:

https://www.ukri.org/manage-your-award/good-research-resource-hub/guidance-for-equalitydiversity-and-inclusion/

21) Equality Act 2010

22) Modern Slavery Act 2015

23) UKRI Whistleblowing Policy: <u>https://www.ukri.org/who-we-are/work-for-us/working-at-ukri/ouremployment-policies/whistleblowing-policy/</u>

24) Disabled Students' Allowances Framework information: <u>https://www.ukri.org/what-wedo/developing-people-and-skills/supporting-doctoral-students/</u>

25) Research Outcome Reporting Requirements: <u>https://www.ukri.org/manage-youraward/reporting-your-projects-outcomes/</u>

26) Research Integrity: <u>https://www.ukri.org/manage-your-award/reporting-your-projectsoutcomes/</u>

27) Open Access Policy: <u>https://www.ukri.org/manage-your-award/publishing-your-researchfindings/acknowledging-your-funding/#contents-list</u>

28) Open Access Policy: https://www.ukri.org/manage-your-award/publishing-your-research-



findings/#contents-list