

# UKRI Standard Terms and Conditions of Training Grant

These Standard Terms and Conditions of Training Grant relate to Training Grants, awarded to Research Organisations by UKRI's Councils. UKRI's Councils are the:

- Arts and Humanities Research Council
- Biotechnology and Biological Sciences Research Council
- Economic and Social Research Council
- Engineering and Physical Sciences Research Council
- Medical Research Council
- Natural Environment Research Council
- Science and Technology Facilities Council
- Innovate UK
- Research England

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# 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 in 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**

UKRI handles all personal data in accordance with current UK data protection legislation and the 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, 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 UKRI's 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 the Studentship Data System.

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 <u>Use of grant proposal information addendum</u> and the <u>UKRI Privacy Notice</u>.



## 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.

## TGC 2 Accountability and 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.

**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 relevant UK legislation, including the National Security and Investment (NSI) Act 2021, UK Financial Sanctions legislation, UK Export Control legislation, the Academic Technology Approval Scheme (ATAS), and the National Security Act 2023 including the arrangements for the Foreign Influence Registration Scheme (FIRS).

In line with the ministerial directive regarding <u>research and innovation sanctions on Russia and support for Ukraine</u> UKRI will not support any new collaborative projects with Russia. Those in receipt of UKRI funding must ensure that no funding is provided to or is otherwise benefiting any sanctioned entity or individual. Research Organisations in receipt of UKRI funding must inform UKRI of any breach as soon as this becomes known to them and they must also inform the appropriate UK enforcing authorities.

Any asset or entities obtained by the Grant funding awarded to You, including when collaborating with third parties to acquire, sell or develop qualifying entities or assets, must comply with NSI Act rules. You may be required to notify the government about an acquisition before you can complete it.

Where required, relevant export controls regulations/licences and Academic Technology Approval Scheme (ATAS) will be in place prior to relevant collaborative activities starting.

**TGC 2.2.3** We will immediately suspend the Grant and may require You to repay Grant funding if You are found to be in breach of relevant legislation identified under TGC 2.2.2 We reserve the right to suspend, terminate or recover the grant if our conditions, mitigations and monitoring requirements



are not met. Additionally, monitoring requirements agreed at the outset of the project are subject to adjustment by us upon receipt of progress reports or for any other reasonable cause. We will consult with the RO before changing any monitoring requirements.

- **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. 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 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 or 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 <u>due diligence guidance and questionnaire</u> 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.

**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 individuals or 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.

If there is an increased or new trusted research and innovation risk identified that materially affects the safe and secure delivery of the research, you need to ensure mitigations are approved by UKRI. Due diligence must be undertaken in line with UKRI's <u>principles on trusted research and innovation</u>.

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

**TGC 2.7.1** You may be required to provide UKRI with additional information about how you are managing considerations and risks relating to Trusted Research and Innovation, and to engage in any subsequent risk assessment activities requested by UKRI. Prior to the grant start date, you will need to have agreed any additional mitigations with UKRI and to have put those mitigations in place before starting or before they are required.

**TGC 2.7.2** Clauses around national security must be included in all grant collaboration agreements – regardless of technology area or partners involved. Where required and agreed, and in line with all relevant data protection legislation, we will consult appropriate technical authorities across His Majesty's Government to provide further assistance, recommendations and support.

**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 <u>Advice and Guidance</u>: <u>Research Degrees</u>, and in accordance with any additional Council requirements, including the relevant <u>statement of expectations</u>.

The relevant statement of expectations for grants awarded to funding opportunities that opened in or before 2023, excluding AHRC Focal Awards, is the Statement of Expectations for Postgraduate Training.

The relevant statement of expectations for grants awarded to funding opportunities launched from January 2024 onwards, as well as AHRC Focal Awards, is 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. 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 (for example 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** 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 third parties, 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 <u>concordat for engaging the public with research</u>. See also UKRI's guidance on engaging the public with your research.

**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 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 <u>Our policy on the governance of good research practice</u> and ensure that the requirements set out in the 2019 <u>concordat to support research integrity</u>, 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 NC3Rs guidance on <u>responsibility in the</u> use of animals in bioscience research.



## TGC 3.3 Health and safety

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, that is 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 (for example, 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 on guidance for equality, diversity and inclusion.

**TGC 3.4.2** 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 the Equality Act 2010 places certain requirements on ROs. One 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
- 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 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.

<u>UKRI's preventing harm (safeguarding) in research and innovation policy</u> provides further information on our expectations, including the actions that UKRI may take. See also information on <u>UKRI's approach to bullying and harassment</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. See also <u>UKRI's own</u> 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** For International Students, You are able to claim the difference between home Fee and international Fee 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]

**TGC 4.5** At least 50% of the total cost of the Studentship must be drawn from UKRI.

**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. 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 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.

**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 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 Disabled Students' Allowance Framework.

**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).

**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.

**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 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.

**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 Studentship Data System, 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 one of the following criteria and the associated residency requirements:

- be a UK National
- have settled status
- have pre-settled status
- have indefinite leave to remain or enter
- be an Irish national (Irish nationals' eligibility is derived from the UK-Ireland <u>Common Travel Area Agreement</u>)

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 family leave (for example maternity or paternity leave) and for medical 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 study arrangements, including studying compressed hours, from home and flexitime.

## TGC 6 Extensions and early submission

#### **TGC 6.1 Extensions**

**TGC 6.1.1** 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 to the Studentship, 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 at least one of the following:
  - (a) a period of Family Leave or leave related to baby loss



(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 TGC 8

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 end date of the Studentship 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.

**TGC 6.1.3** An extension to a Studentship 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 or equivalent prior to the end of their award. Where the Student continues to undertake 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 changes in the mode of study from part-time to full-time or vice-versa without prior approval from Us. 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 the funding opportunity.
- **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 Studentship Data System. 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 Studentship Data System 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 project objectives, by updating the Studentship Data System.
- **TGC 7.2.3** You must notify us through the Studentship Data System 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 Studentship Data System 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 the Studentship Data System to reflect the actual degree awarded. If a Student submits a doctoral level thesis and is subsequently awarded a lower degree (for example a MPhil), the Research Organisation should record this within the Studentship Data System 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 <u>on reporting</u> requirements can be found on the UKRI website.

## **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. 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 ukrifundingassurance@ukri.org

**TGC 7.3.4** We will undertake periodic reviews of Research Organisations within the UKRI Funding Assurance Programme 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** You must ensure records of Family Leave, Medical Leave and Additional Leave are maintained. 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 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 Student 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.

#### **TGC 8.2 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) for example 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.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)** Examples of how special leave may be used include:

- paid leave on compassionate grounds, commonly called compassionate leave
- emergency situations such as serious illness or injury involving a Student's dependant
- time to deal with any domestic emergency or emergency situation at home, such as flooding.
- Other events that create significant disruption that cannot be accommodated through flexible working such as legal appointments.

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
  - (ii) is the partner, as defined in TGC 8.1.2, of someone who experiences the loss
  - (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 carer's 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 and 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, 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 in collaboration with non-academic partners are expected to consider their obligations to those partners in planning leave.

TGC 8.3.1 [removed]

## 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.

## **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 <u>our policy on open access</u>.

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. More information on acknowledging your funding is on our website.

**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.



## **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 at the start of these Standard Conditions.

#### **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 that 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. This ensures that grants are managed in accordance with the terms and conditions under which they are awarded.

## Offer Acceptance

A document to be completed and returned by the RO 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.

## Specific Terms and Conditions of Training Grant (or "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 (or "Standard Conditions")

The Standard Terms and Conditions of Training Grant published on UKRI's website at: <a href="https://www.ukri.org/publications/terms-and-conditions-for-training-funding">www.ukri.org/publications/terms-and-conditions-for-training-funding</a>



#### **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**

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.

#### **Student or 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.

## **Studentship Data System**

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. The Studentship Data System superseded the Joint-electronic Submission system (Je-S) student functionality in 2025.

## **Supervisor**

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

## **Third Party**

Any person or organisation to which the award holding RO passes on any of the Training Grant funds awarded by the 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 or Offer Letter or 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.



## **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.

## **Training grants**

The most recent standard terms and conditions of training grant are published on our website alongside the training grant guidance and the use of grant proposal and training grant information addendum. All three documents are available on the <u>terms and conditions for training funding</u> section of our website.

You are expected to deliver these in line with <u>the Statement of Expectations for postgraduate training</u> or the Statement of Expectations for doctoral training.

The <u>Disabled Students' Allowance Framework</u> (DSA) sets out what additional funding you can claim for disabled UKRI funded Students.

## **UKRI** policy and guidance

The <u>manage your award</u> section of the UKRI website contains a number of useful resources. The <u>good research resource hub</u> brings together our policies, standards and guidance for researchers. Our website contains information on:

- conducting <u>research in a global setting</u> including the <u>due diligence guidance and</u> <u>questionnaire</u>
- engaging the public with your research
- equality, diversity and inclusion
- good research practice
- publishing research findings including our open access policy
- research and innovation involving animals
- research outcome reporting requirements
- research integrity
- trusted research and innovation
- UKRI privacy notice
- UKRI whistleblowing policy

## Select legislation

You are required to ensure compliance with all relevant legislation. Your attention is drawn to the following:

- Animals (Scientific Procedures) Act 1986
- Article 10, Protocol on Ireland/Northern Ireland, EU Withdrawal Agreement
- De Minimis Aid: Commission Regulation (EU) No 1407/2013
- Equality Act 2010 and equivalent legislation in Northern Ireland
- General Block Exemption Regulation: Commission Regulation EU No. 651/2014
- Modern Slavery Act 2015



- 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)
- Subsidy Control Act 2022: See UK government guidance 'Complying with the UK's international obligations on subsidy control: guidance for public authorities'

#### Other resources

You must also ensure your activity is delivered in accordance with the following, as appropriate:

- For England, the Office for Students <u>regulatory framework</u> including the <u>sector-recognised standards in England</u>
- For England and Wales, the Office for the Independent Adjudicator's good practice framework
- The Quality Assurance Agency's UK Quality Code for Higher Education, including <u>advice</u> and <u>guidance</u>: research <u>degrees</u>
- The Health Research Authority's <u>UK policy framework for health and social care research</u>
- NC3Rs guidance on responsibility in the use of animals in bioscience research



## **Annex C: Version control**

## Version 15 updated 1 October 2025

Revisions contained in Version 15 are discussed in our <u>policy statement: review of the training grant</u> conditions.

#### New conditions added:

- TGC 2.17, TGC 2.18 and 2022 mirror provisions that were previously part of TGC 2.2
- TGC2.19 new condition on compliance with consumer law
- TGC 2.20 new condition on employing Students
- TGC 3.4.1 to TGC 3.4.7 replace and expand on previous TGC 3.4 on equality, diversity and inclusion
- TGC 6.1.3 states that an extension to the Studentship cannot be provided for a period after the Student has submitted their Thesis or equivalent
- TGC 6.2.2 has requirements when operating a grievance or termination procedure
- TGC 8 (from 8.0.1 to 8.4.4) new TGCs replace all previous requirements on student absence

#### Conditions updated:

- TGC 2.2 to reflect the provision applies to research and training with specific legislation moved to other conditions for consistency
- TGC 2.2.2 to TGCs 2.2.3 updated to reflect current legal position on trusted research
- TGC 2.10 now stipulates when a change to the minimum stipend must be applied
- TGC 2.11 amended to make clear that it does not limit support you provide to Students
- TGC2.12 on complaints has been updated
- TGC 3.3 updated to introduce requirements for Student who are pregnant or in a period of maternity, and to reference equality legislation.
- Content removed from TGC 4.7 and instead new text inserted to TGC 4.3 to reflect that international students may be charged a fee
- TGC 4.4 has been deleted and TGC 5.1.1 amended as UKRI no longer supports feesonly students
- TGC 4.5 content removed and new content inserted in new TGCs 4.5.1 and 4.5.2
- TGC 4.7.1 amended to be clearer on fees for students
- TGC 4.8 now also refers to TGC 4.11
- TGC 5.1.1 now includes actions you must take before accepting the award
- TGC 5.2.4 new text added on meeting local tax rules
- TGC 6.1.1 has been replaced
- TGC 6.2 is now numbered TGC 6.2.1, to accommodate a new TGC 6.2.2
- TGC 7.1.1 removes the requirement that only a single change in mode of study be allowed and imposes other requirements on treatment of students when changing mode of study
- TGC 7.1.3 now refers to funding opportunity rather than council or Training Grant



Appendix A on changes to the terms and conditions related to COVID-19 pandemic extensions is deleted.

## Version 14 updated 1 April 2025

New conditions added:

None

#### Conditions updated:

- TGC 2.3.5 and 2.3.6 updated to reflect legislation.
- TGC 11.4 updated to remove specific reference to Welsh publications as publication can be accepted in any language.
- Terminology for grant roles and UKRI systems updated throughout.

## Version 13 updated 2 April 2024

New Conditions Added:

None

#### Conditions updated:

- TGC 2.9 updated to include new statement of expectations for doctoral training.
- TGC 5.2.2 minor amendment to wording to clarify 'award'.
- TGC 5.2.5 updated to include Irish National eligibility.

## **Version 12 updated 16 November 2023**

New conditions added:

None

#### Conditions updated:

- TGC 2.10 This condition has been updated to reflect placements is a part of the student's study programme.
- TGC 3.4 This condition has been amended to ensure legal enforceability. It is not intended to represent a step back on EDI.
- The following list of conditions have been updated in response to Advance HEs review of the Terms and Conditions from an Equality, Diversity and Inclusion Perspective:
  - o TGC 2.12
  - o TGC 3.3
  - o TGC 3.4
  - o TGC 3.6
  - o TGC 4.11
  - o TGC 8.1
  - o TGC 8.3
  - o TGC 11.4



## Version 11 updated 5 April 2023

#### New conditions added:

• TGC 4.12 This condition has been added to ensure that all costs incurred under the RTSG, Fieldwork and Other fund headings are verifiable and auditable.

#### Conditions updated:

- TGC 2.3.1 This condition has been updated to reflect the new Subsidy Control Act 2022 which came into effect in January 2023, which provides a new framework for the provision of subsidies within the United Kingdom.
- TGC 2.3.3, TGC 2.3.4 TGC 7.2.2 and Annex B have also been updated to replace 'UK Subsidy Control Framework' with Subsidy Control Act 2022.
- TGC 3.1.2 This condition has been updated to reflect UKRIs new position on how ROs should manage conflicts of interest in research.
- TGC 3.6 The condition has been updated to align to the Preventing Harm Policy.
- TGC 5.2.5 This condition has been updated to include new text for the rights of Irish Nationals living in the UK and Ireland. Duplicated text, "meeting residency requirements" has also been removed.

## **Version 10 updated 3 November 2022**

#### New conditions added:

 TGC 8.3.1 The condition has been added to support students requiring short-term leave.

#### Conditions updated:

- TGC 5.2.5 Updated to clarify residency requirements for home student status
- TGC 8.1 The revised wording clarifies entitlement to adoption leave and the full provision on offer.
- TGC 8.2 A minor amend to clarify how the calculation for sick leave should be applied.

## Version 9 updated 5 April 2022

#### New conditions added:

 TGC 2.2.2 and TGC 2.2.3 This new condition has been added to reflect the National Security and Investment (NSI) Act 2022 which came into effect in January 2022 to strengthen the UK's national security.

#### Conditions updated:

- TGC 3.1.2 The condition has been updated to reflect the revised policy on the Governance of Good Research Practice
- TGC 7.3.3 The condition has been updated to reflect the revised policy on the Governance of Good Research Practice



- TGC 11.4 Following revisions of the Open Access Policy and guidance, the condition has been updated to clarify acknowledgments of grant funding and publication costs.
- Training Grant Conditions Appendix A Changes to terms and conditions related to COVID-19 Pandemic – The sick leave policy has been updated clarifying the number of paid sick leave weeks they are entitled to with regards both COVID and Non-COVID related illnesses.

## Version 8 updated 17 August 2021

New conditions added:

 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.

#### Conditions updated:

- 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 government, has seen the tier 4 visa replaced with the Student Visa. The TGC has been updated to reflect this.
- 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 and Acknowledgement.

## Version 7 published 15 March 2021

New conditions added:

TGC 2.3.1 to TCG 2.3.11 UK Subsidy Control Framework and State Aid

#### Conditions updated:

 TGC 7.2.2 changes to Studentship to reflect requirements of the UK Subsidy Control Framework and State Aid