

## **Grant Conditions under which a Science Research Grant is Awarded**

These Conditions, together with the Award Letter, set out the terms and conditions under which the Grant is made by The Carbon Community. The Administering Party must ensure that the Grant Holder and Participants and others supported by the Grant are made aware of and comply with these Conditions and the Award Letter.

### 1. Employment

1.1 The Carbon Community does not act as an employer with respect to the Grant, and therefore in all cases where support is provided on the Grant for the employment of staff, the Administering Party shall ensure that a contract of employment or other appointment is issued to such staff that is in compliance with relevant laws and regulations.

1.2 The Administering Party shall ensure that all Participants are engaged upon terms which are consistent with these conditions.

### 2. Activation of the Grant

2.1 Payments will not be made on the Grant until the Administering Party has formally accepted the Grant and the conditions under which the Grant is awarded and has activated the Grant. (The Award Letter contains further details about how to do this).

2.2 The Grant should be activated within 3 months of the proposed start date referred to in the Award Letter.

### 3. The Project

3.1 The Administering Party, the Grant Holder and the Participants shall use the Grant exclusively for the purposes of the Project.

3.2 The Grant Holder shall carry out and complete the Project with reasonable skill and care, in accordance with all applicable laws and in accordance with the Award Letter and these Conditions.

3.3 The Grant Holder shall complete the Project within the Grant Period unless they obtain the prior written consent of The Carbon Community to an extension to this period.

3.4 The Administering Party shall ensure that the Grant Holder and Participants have received or will receive training appropriate to their functions in carrying out the Project, in accordance with all applicable governing legislation.

### 4. Results

4.1 The Grant Holder shall disseminate the Results to as wide and as suitable a public audience as possible. The Results must be disseminated as soon as possible, but in any event, within six months of the end of the Grant Period. Unless otherwise agreed by The Carbon Community, the costs of dissemination of the Results shall be included within the amount of the Grant.

4.2 The Grant Holder shall provide The Carbon Community with four copies of all Results within 3 months after the end of the Grant Period.

4.3 If the Grant Holder does not manage the Results to the reasonable satisfaction of The Carbon Community, then The Carbon Community shall have the right, but not a duty, to manage the Results. Unless The Carbon Community reasonably considers that the opportunity to manage the Results for the public benefit could be lost and more immediate action is required, such right shall only be exercised six months after The Carbon Community has given the Grant Holder notice in writing that they are failing to manage the Results to The Carbon Community's satisfaction. The Administering Party and the Grant Holder agree to do and will ensure that their employees, students, all third parties acting on their behalf and all Participants do, all acts required to assist The Carbon Community in such management.

4.4 If any outputs funded by the Grant could be reasonably perceived by the Grant Holders as having an educational benefit, such findings must be presented to the National STEM Centre and be made available for use in an appropriate form as soon as possible and in any event by the submission of the End of Grant Report.

4.5 In the event that the outputs of the Grant include an original research publication, the following condition will apply. All research papers that have been accepted for publication in a peer-reviewed journal, and are supported in whole or in part by the Grant, must be made available on ResearchGate as soon as possible, and in any event within six months of publication, in line with The Carbon Community's Open Access policy. See clause 8.5 below concerning the retention of funds.

4.6. Where clause 4.5 applies, The Carbon Community's contributions must be acknowledged in all publications according to The Carbon Community's Guidance for Research Publication Acknowledgement

## 5. Exploitation

5.1 The Administering Party must ensure that it, the Grant Holder and the Participants do not Exploit the Results or any Equipment without the prior written consent of The Carbon Community.

5.2 The Carbon Community's consent referred to in clause 5.1 may be refused in its absolute discretion or granted subject to conditions. Such conditions may require that The Carbon Community takes a share of any financial benefits arising from such exploitation.

## 6. Publicity

6.1 The Grant Holder shall ensure that The Carbon Community's contribution to the Project is suitably acknowledged in any dissemination of the Results and in all publications and publicity concerning the Project or the Grant.

6.2 The Administering Party and the Grant Holder are encouraged to use The Carbon Community's name and logo in relation to the Project. However, The Carbon Community's name and logo may not be used without The Carbon Community's prior written consent.

6.3 The Administering Party and the Grant Holder (as applicable) shall consult with The Carbon Community's media office on all publicity, promotional activity and press statements that may be issued about the Grant, the Project, or the Results.

6.4 The Carbon Community may make public the purpose and amount of the Grant in whatever way it thinks fit. The Administering Party and Grant Holder (as applicable) shall co-operate with The Carbon Community to effect such publicity and support associated fundraising activity.

6.5 In carrying out the Project, the Administering Party and Grant Holder shall not (and shall ensure that the Participants do not) do or fail to do anything which may damage or have a detrimental effect upon the name and good standing of The Carbon Community.

6.6 The Grant Holder is encouraged to make use of The Carbon Community logo and images for the furtherance and dissemination of the Results as long as this does not infringe any third party intellectual property rights.

## 7. Reports and Evaluation

7.1 The Principal Applicant shall submit reports on the progress of the Project to The Carbon Community as required by The Carbon Community. The Administering Party shall submit Spend Reports to The Carbon Community as required by The Carbon Community.

7.2 The Principal Applicant shall submit an End of Grant Report to The Carbon Community within three months of the end of the Grant Period or as otherwise required by The Carbon Community. The Administering Party shall submit an End of Grant Spend Report to The Carbon Community within three months of the end of the Grant Period or as otherwise required by The Carbon Community. See clause 8.5 below concerning the retention of funds.

7.3 In the event that submission of the End of Grant Report is delayed, further applications for funding from the Grant Holder will not be accepted until the End of Grant Report has been received, unless The Carbon Community agrees otherwise.

7.4 Unless The Carbon Community agrees otherwise, the Grant Holder shall be responsible for the management, evaluation, monitoring and control of the Project and the Results and for the performance of all Participants. The Administering Party shall be responsible for any payments due to the Participants. If The Carbon Community chooses to evaluate the progress of the Project and the Results, the Grant Holder and the Administering Party shall provide The Carbon Community with reasonable assistance for this purpose.

## 8. Financial Arrangements

8.1 Payments will normally be made on the basis of a Payment Profile. Where other payment arrangements apply, these will be detailed in the Award Letter. The Administering Party shall have the right to adjust a Payment Profile subject to any restrictions set by The Carbon Community and will be expected to do so where any variance between payments to be made under a Payment Profile and anticipated expenditure for the period to which those payments relate become significant.

8.2 Payments of Grant monies will only be made if The Carbon Community is satisfied with the reports it receives on the progress of the Project and that the Project is proceeding in accordance with the Application, the Award Letter and these Conditions.

8.3 If there is any variance shown on a Spend Report or an End of Grant Spend Report, The Carbon Community shall have the right to adjust future Payment Profiles or withhold or make additional payments.

8.4 The Carbon Community shall have the right to seek reimbursement in the event of an overpayment in relation to any grant made to the Administering Party, including by setting such overpayment off against payments due under other grants to the Administering Party.

The Carbon Community shall also have the right to suspend payments to the Administering Party where it is concerned about an aspect of any Spend Report or any End of Grant Spend Report or in the event of non-delivery of a Spend Report or an End of Grant Spend Report.

8.5 The Carbon Community will normally retain 10% of the Grant until (a) an End of Grant Report and an End of Grant Spend Report have been completed and returned to The Carbon Community, and (b) where clause 4.5 applies, research papers supported in whole or in part by the Grant have been confirmed to be compliant with The Carbon Community's Open Access policy, unless The Carbon Community agrees otherwise.

8.6 The Organisation must hold a bank account in the currency specified in the Award Letter and must notify The Carbon Community of any changes to its bank account details.

8.7 The Organisation must submit Spend Reports and End of Grant Spend Reports as required by The Carbon Community and in the currency specified in the Award Letter. Where other reporting arrangements apply, these will be detailed in the Award Letter.

## 9. Audit

9.1 Where the Administering Party is an organisation, the control of expenditure to be funded under the Grant must be governed by its normal standards and procedures and formal audit arrangements. This should include standards and procedures for maintaining an appropriate anti-fraud and corruption control environment.

9.2 The Carbon Community shall have the right to request from the Administering Party or the Grant Holder, at any time, any financial information in respect of the Grant or the activities it funds; and/or to ask for confirmation from the external auditors of the Administering Party (if applicable), that the external auditors have signed their opinion on the annual accounts of the Administering Party without qualification; and the management letter from the auditors raises no matters that did or could significantly affect the administration of grants awarded by The Carbon Community. If the auditors have raised any such matters in their management letter, The Carbon Community may require the Administering Party to provide it with relevant extracts from the letter.

9.3 The Administering Party and the Grant Holder must provide access to accounting and other records relating to the Grant and the activities funded by it for auditors and other personnel from or appointed by The Carbon Community at any time (at The Carbon Community's expense), if requested. Such access must include the right to inspect any Equipment or facilities acquired or funded under the Grant and the right to inspect the progress of the Project and the Results. Where elements of expenditure or work under the Grant have been subcontracted, the Administering Party and the Grant Holder should ensure that the right of access extends to the accounts, records, equipment and facilities of any such subcontractor.

9.4 The Carbon Community shall have the right, at its discretion and expense, to audit (directly or via third parties engaged by it) the Grant, income and expenditure in relation to the activities funded by the Grant and/or the systems used by the Administering Party to administer grants at any time.

9.5 The Administering Party must either provide evidence to The Carbon Community of a dedicated bank account opened for the Grant, or, maintain (and provide evidence of) a separate accounting cost code specific to the Grant, and all costs and income properly relating to the Grant should be accounted for through that cost code. The Administering Party should ensure that appropriate records are kept to support the entries made on the cost code.

## 10. Third Party Funding

10.1 The Grant Holder, the Administering Party and the Participants must not accept (and must not have accepted) any third party funding for the Project, without the prior written consent of The Carbon Community.

## 11. Equipment and Insurance

11.1 In the event that the Principal Applicant moves to another organisation during the Grant Period or within three years of the expiry or termination of the Grant, The Carbon Community may require that the Equipment transfers with him or her.

11.2 The Administering Party is responsible for effecting and maintaining adequate insurance cover for all appropriate risks in respect of the Project (including any Equipment and, if appropriate, the Results). If requested, the Administering Party will provide The Carbon Community with a copy of all such insurance covers, together with evidence of payments due in respect of their premiums. If any Equipment or Results are damaged or destroyed, the Administering Party will be required to repair or replace them at the Administering Party's expense. The Administering Party will notify The Carbon Community within 5 working days of any significant loss or damage occurring to the Equipment or Results.

## 12. Termination and Repayment of the Grant

12.1 The Carbon Community reserves the right to terminate the Grant on notice with immediate effect.

12.2 The Administering Party shall repay to The Carbon Community such portion of the Grant that it has received from The Carbon Community (and all future Grant payments shall be ceased) if:

- (i) clause 3.1, 3.3 or 5.1 of these Conditions is breached;
- (ii) there is a material change to the status or ownership of the Administering Party or the Grant Holder, or the Administering Party or the Grant Holder go into administration, receivership, liquidation or bankruptcy;
- (iii) the Administering Party or the Grant Holder have acted negligently or fraudulently in connection with the Project or the Application;
- (iv) any other material term or condition of the Grant is breached.

12.3 If the Grant Holder completes the Project without spending the full amount of the Grant, the Administering Party shall repay all unspent sums to The Carbon Community and The Carbon Community shall not be obliged to make any further payments in respect of the Grant.

## 13. General

13.1 The Administering Party and Grant Holder shall obtain all consents, permissions, licences and approvals necessary to fulfil their obligations in respect of, and to give full effect to, the Application, the Award Letter and these Conditions. The Administering Party and Grant Holder shall also provide all such assistance and information, execute all such documents and do all such things as The Carbon Community may require for these purposes.

13.2 For the avoidance of doubt, the award of the Grant is not a contract for services.

13.3 The Grant Holder and the Administering Party shall disclose any actual or potential conflict of interest that may arise in relation to the Grant to The Carbon Community.

13.4 The Grant Holder shall inform The Carbon Community as soon as practicable of any material changes (including to the Application) that might affect the activities funded under the Grant (for example, the Grant Holder takes up a post in another organisation).

13.5 The Carbon Community accepts no responsibility, financial or otherwise, for expenditure on the Grant (or liabilities arising out of such expenditure), or for liabilities arising out of the activities funded by the Grant. The Carbon Community will not indemnify the Administering Party, the Grant Holder or any Participant against any claims for compensation or against any other claims howsoever arising for which such party may be liable as an employer or otherwise or for which any other person may be liable.

13.6 The Carbon Community reserves the right to amend these Conditions and any terms and conditions in the Award Letter. Any change to these Conditions will be notified on The Carbon Community's website.

13.7 In the event of any conflict between the provisions of these Conditions as amended from time to time, and of the Award Letter, the provisions of the Award Letter will take precedence.

13.8 The Administering Party (or the Grant Holder if appropriate) shall inform The Carbon Community without delay if the Administering Party or the Grant Holder goes into administration, receivership, liquidation or bankruptcy, or if there is any change to the status or ownership of the Administering Party or the Grant Holder that might affect their ability to comply with these

13.9 These terms and conditions shall be governed by and construed in accordance with English law and any disputes in connection with these Conditions shall be governed exclusively by the courts of England. The Organisation and the Grant Holders must ensure that the activities funded by the Grant are at all times conducted in accordance with all applicable laws and regulations.

## 14. Intellectual property (IP) and its commercialisation

14.1 The Administering Party must follow reasonable procedures for the identification, protection, management and commercialisation of The Carbon Community funded IP, particularly where the Grant Activities involve collaboration with, or the contribution(s) of, third parties. The Administering Party must also ensure that all Participants assign all The Carbon Community funded IP to The Administering Party.

14.2 The Administering Party may allow those Participants who provide access to proprietary materials (including background IP) essential to the conduct of the Grant Activities and which cannot reasonably be obtained from another source to own, co-own or have rights to use the specific Carbon Community funded IP arising directly from the use of such materials. You must ensure that the arrangements you put in place with these Participants only grant rights which are reasonably proportionate to their contribution, do not unreasonably restrict or delay the publication of the outcomes of the Grant, and allow the commercialisation of The Carbon Community funded IP.

14.3 When commercialising Carbon Community funded IP you must prioritise the delivery of public benefit, with no excessive private or personal benefit(s). You must also: a) obtain our written consent (not to be unreasonably withheld) before you begin commercialisation; b) report fully on the commercialisation activities via an IP and Commercialisation Report; and c) enter into a revenue

and equity sharing agreement in place at that time as consideration for The Carbon Community consenting to commercialisation.

14.4 When Carbon Community funded IP is commercialised and revenue and/or equity is generated, a share must be returned to The Carbon Community. The default share for the Carbon Community is 25 per cent, but this may be reduced at the sole discretion of The Carbon Community.

14.5 If you do not protect, manage or commercialise any Carbon Community funded IP to its reasonable satisfaction, then The Carbon Community will have the right by giving The Administering Party six months' written notice to protect, manage and commercialise Carbon Community funded IP on behalf of The Administering Party. The Carbon Community may exercise this right sooner where it reasonably considers that the opportunity to protect, manage or commercialise Carbon Community funded IP for the public benefit could be lost if more immediate action is not taken. The Administering Party agrees to do, and will ensure that the Grant Holder and any Participants and Organisations do, all acts required to assist The Carbon Community in such protection, management and commercialisation.

14.6 The Administering Party must obtain our prior written approval before using any third party not wholly owned or controlled by The Administering Party to carry out its obligations under this condition.

## 15. Definitions

**Administering Party** means the party to whom the Grant is awarded, as set out in the Award Letter.

**Application** means the application and associated material submitted by the Administering Party to The Carbon Community in respect of the Grant.

**Award Letter** means the letter from The Carbon Community to the Principal Applicant specifying the amount of the Grant that has been awarded.

**Conditions** means the 'Conditions under which a Science Research Grant is Awarded

**End of Grant Report** means a form on which the Grant Holder reports on the Project.

**End of Grant Spend Report** means a form completed by the Administering Party that must be submitted to The Carbon Community that sets out:

- 1) a comparison of i) actual expenditure by the Administering Party during the Grant Period on the Grant and ii) the total amount awarded by The Carbon Community in respect of the Grant;
- 2) an explanation for any variances between 1i) and 1ii) above as requested by The Carbon Community; and
- 3) any further information that The Carbon Community requests from the Administering Party.

**Equipment** means equipment funded by the Grant.

**Exploit** means to use to make profit or gain and includes (but is not limited to) licensing, selling, assigning, charging, transferring, parting possession with, hiring and lending.

**Grant** means the grant described in the Award Letter.

**Grant Holder** means the Principal Applicant, as specified in the Award Letter for the Grant.

**Grant Period** means the period of the Grant set out in the Award Letter, commencing on the start date confirmed by the Administering Party in the manner indicated by The Carbon Community.

**National STEM Centre** is a centre in York that is funded by the Gatsby Foundation and the Department for Education and contains a virtual and physical library of resource materials to support the teaching and learning of Science, Technology, Engineering and Mathematics.

**Participant** means a person working on the Project (including employees and subcontractors of the Administering Party and the Grant Holder).

**Payment Profile** means a predetermined pattern, according to which payments on a grant will be made by The Carbon Community.

**Principal Applicant** means the principal applicant as set out in the Application.

**Project** means the project for which the Grant is awarded, as set out in the Award Letter.

**Results** means the outputs created as a result of the Grant.

**Spend Report** means a form that must be completed by the Administering Party and submitted to The Carbon Community that sets out:

- 1) a comparison of i) actual expenditure by the Administering Party during a particular period on a particular grant or where appropriate, on all active grants held by an Administering Party and ii) the amount paid by The Carbon Community during that period in respect of that grant or where appropriate, in respect of all active grants held by an Administering Party;
- 2) an explanation for any variances between 1i) and 1ii) above as requested by The Carbon Community; and
- 3) any further information that The Carbon Community requests from the Administering Party.

The Carbon Community and Carbon Community means The Carbon Community (a charity registered in England with number XXXXXX), and limited company (a company registered in England with number XXXXX).

#### THE CARBON COMMUNITY

Registered charity in England no XXXXXX.

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[www.carboncommunity.org](http://www.carboncommunity.org)