

# Terms and Conditions of Award

## PART 1

### 1. INTRODUCTION

- 1.1. Part 1 of this Terms & Conditions of Award document sets out the standard terms and conditions for all British Academy awards.
- 1.2. The Conditions of Award should be read in conjunction with the Award Letter, and the British Academy's Code of Practice, which together set out the terms and conditions of the award. The [Code of Practice](#) is available on the British Academy's website and may be updated periodically.
- 1.3. The Host Organisation must ensure that the Award Holder, others supported by the Award and collaborators are made aware of their responsibilities and comply with these Conditions of Award and the Award Letter. Failure to comply with these terms and conditions will lead to termination of the Award and the British Academy reserves the right to recover the grant monies in part or full. For further information, please see Section 12: Compliance.

### 2. DEFINITIONS

- 2.1. **Award:** the award of a grant under the Small Research Grants Programme as specified in the Award Letter.
- 2.2. **Award Letter:** the letter from the British Academy to the principal Award holder specifying the value and tenure of the grant that has been awarded.
- 2.3. **Award Holder(s):** the person or persons to whom the grant has been awarded and who has responsibility for the intellectual leadership and overall management of the research.
- 2.4. **Award Period:** the period of the Award as set out in the Award Letter, commencing on the start date confirmed by the Host Organisation in the manner indicated by the British Academy.
- 2.5. **Data:** includes computational or curated data, and data that are produced by an experimental or observational procedure.
- 2.6. **Financial Statement:** a form that must be completed by the Host Organisation and submitted to the British Academy that sets out (i) the actual expenditure incurred by the Host Organisation during the Award period on the Award, (ii) the total amount awarded by the British Academy in respect of the Award, and (iii) any additional information that the British Academy requests from the Host Organisation.
- 2.7. **Host Organisation:** the University, institution, research council or other body at which some or all of the research funded by the award will be carried out or which employs one or all of the Award Holder(s), and which takes responsibility for the management of the research project and the accountability of funds provided. (This is the organisation which approved the submission of the application in the Flexi-Grant system)
- 2.8. **Intellectual Property:** includes all inventions, discoveries, materials, technologies, products, data, algorithms, software, patents, databases, copyright and general knowledge
- 2.9. **Report:** a form on which the Host Organisation reports on the activities undertaken during the award period that must be completed by the Award Holder and submitted to the British Academy.
- 2.10. **Research Misconduct:** includes the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research or in reporting results, misrepresentation, mismanagement or inadequate preservation of data and/or primary materials, making up data or results and recording and reporting them, such that the research is not accurately represented in the public research record.
- 2.11. **The British Academy:** the British Academy (a charity registered in England with number 233176)

### 3. USE OF GRANT

- 3.1. Unless otherwise stated, all awards must be held in a research active institution.

- 3.2. The Award Holder and Host Organisation must ensure that the Award is used only for the activities specified by the British Academy.
- 3.3. The Award is to support the research project and related activities described in the application and against which performance will be assessed. If it is proposed to vary the project or programme in any significant way, prior approval must be sought from the British Academy.
- 3.4. The Award may be used only for eligible items as outlined in the scheme notes, and in accordance with the activities originally requested in the application. If any exceptions have been approved, they will be specified in the Award Letter.
- 3.5. The Host Organisation must ensure that sufficient resources are provided to support the activities described in the Award Letter. This includes adequate office and laboratory space and access to essential equipment and facilities.
- 3.6. Expenditure cannot be vired between budget headings without prior written permission from the British Academy.
- 3.7. Applicants must inform the British Academy of the outcomes of any other applications relating to the project. In cases where simultaneous applications to the British Academy and to another funding agency covering the same elements of a project are both successful, the applicant should decide which of the two awards to accept. Only if there is no duplication of expenditure under any of the budget heads, and no unnecessary inflation of a project, will an applicant be permitted to retain both awards (subsequent requests to alter the plan of research simply to allow the applicant to retain both awards are unlikely to be considered favourably). There is no objection to the applicant holding awards both from the British Academy and from another funding agency to cover separate elements of a project.
- 3.8. Any items of equipment that may have been exceptionally agreed, and any research resources purchased with the help of a British Academy grant, must be deposited on the expiry of the grant with an institution (usually the recipient's home institution, or otherwise as agreed with the British Academy). Such items do not become the personal property of the Award Holder.

#### **4. ACCEPTING THE OFFER AND PAYMENT**

- 4.1. The Host Organisation will be the financial administrator of the award.
- 4.2. Awards are paid to the Host Organisation by electronic transfer (BACS).
- 4.3. The timing of payment is at the British Academy's discretion, but every effort will be made to ensure that funds are released in good time. Please note that it may take up to 28 days for payment transfer to be completed by the British Academy's Finance Office. The Award Holder must confirm acceptance of these conditions of award as part of the formal acceptance in the Flexi-Grant system before the grant is released.
- 4.4. Grants are cash-limited at the value stated in the Award Letter. There is no scope for increasing the level of grant awarded.
- 4.5. It is the responsibility of award holders to ensure that suitable arrangements have been agreed with the Host Organisation and any other partner institutions, whether in the UK or overseas, for the administration of the Award. This includes arrangements for the transfer of funds, if applicable, before the award begins. The British Academy expects the funds to be administered by institutions in accordance with their normal procedures for managing grant income. The Host Organisation is responsible for accounting to the British Academy for the use of the award.

## 5. REPORTING AND ACCOUNTS

- 5.1. The Award Holder must fulfil the financial and non-financial reporting requirements as set by the British Academy. Failure to submit a report that has been deemed as satisfactory by the British Academy can result in the Award being suspended or withdrawn.
- 5.2. The Host Organisation must ensure proper financial management of the Award and accountability for the use of public and charitable funds and ensure that formal audit standards and procedures exist for maintaining appropriate anti-fraud and corruption controls in accordance with the Fraud Act (2006). Any fraud associated with the award must be notified to the British Academy immediately.
- 5.3. Recipients of awards are required to submit an itemised statement of expenditure, signed by the responsible officer in the Host Organisation. If there is an underspend on the grant, the unspent amount should be refunded to the British Academy. The report will be deemed incomplete until the grant has been fully accounted for and any financial reconciliation made.
- 5.4. Future applications for funding will not be considered unless a satisfactory report and statement of expenditure for the previous grant have been submitted.
- 5.5. At the end of all awards, Award Holders are required to submit a final report on the work carried out with the aid of the British Academy grant. The final report must be submitted within three months of the end of the Award on the prescribed report form via the Flexi-Grant system.
- 5.6. For all awards lasting two or more years, Award Holders are required to submit an interim report for each year on the work carried out with the aid of the British Academy grant, with the exception of the final year. This interim report must be submitted on the prescribed report form and will be reviewed by the British Academy; only after it has been deemed satisfactory will funds for any subsequent years be issued. For the final year, the final report must be submitted as described in 5.5.
- 5.7. The Host Organisation must complete and return a reconciliation statement within 3 months of the end date of the Award period. The completed final reconciliation statement received by the British Academy represents the final statement of expenditure for the Award. The British Academy is not obliged to make any further payments in respect of the Award once it has received the final statement. The British Academy will reconcile the expenditure incurred against payments made to ensure that any under spend on the Award is returned. Any overspend must be met by the Host Organisation.
- 5.8. In the case of independent scholars, who have administered the award personally, receipts for single items over £100 must be provided. If there is an underspend on the grant, the unspent amount should be refunded to the Academy. The report will be deemed incomplete until the grant has been fully accounted for and any financial reconciliation made.
- 5.9. The British Academy reserves the right to require the Host Organisation to complete and submit a statement of expenditure for a financial year at any time during the course of the Award, or to provide supplementary information in support of an interim or final statement of expenditure.
- 5.10. In the event that the requested interim or final reports, or statements of expenditure are not submitted, the Host Organisation's staff or affiliated / visiting researchers will not be able to apply or to be considered for British Academy funding until such reports or statement have been received, and are deemed satisfactory, with any underspend returned.
- 5.11. If there are exceptional reasons that will prevent submission of the final report within the period allowed, a written request may be made, before the due date passes, for the submission period to be extended.
- 5.12. All payments may be recovered if the statement is not received within 6 months of the end of the Award.

## 6. VARIATION AND TERMINATION

- 6.1. The British Academy reserves the right to amend these Conditions of Award, its Code of Practice, and any terms and conditions in the Award Letter. Any changes to the Conditions of Award or Award Letter will be notified to the Award Holder in writing, and any changes to the Code of Practice will be notified on the British Academy's website.
- 6.2. Work must commence on the start date as specified in the application and confirmed with the offer of award. Formal approval will be required if it is proposed to defer the start date which must still be within the start period stated in the Scheme Notes. The British Academy should be notified of any delay.
- 6.3. Under exceptional circumstances, no-cost extensions may be requested. Extensions must be requested before the due end date of the Award, giving sufficient reason for the request. Requests for no-cost extensions received after the due end date of the Award will not be considered. If an extension is approved, the final report should be submitted as soon as the British Academy-funded phase of research is completed, within the agreed timescale.
- 6.4. The Award Holder or the Host Organisation must inform the British Academy without delay of any change to the status of the Award Holder, Co-Applicant, or the Host Organisation that might affect their ability to comply with these Conditions of Award. This includes contracts of employment which must continue at least for the duration of the Award or any cessation and event or circumstance that is likely to affect the overall delivery of the Award.
- 6.5. The Award Holder must inform the British Academy as soon as practicable of any significant divergence from the original aims and directions of the research project that is being funded by the Award, or any cessation and event or circumstance that is likely to affect the overall delivery of the project.
- 6.6. The British Academy reserves the right to terminate or suspend the Award at any time, subject to reasonable notice (normally 3 months). In the event that the British Academy's public funding is reduced or withdrawn by UK Government or if the British Academy should enter into administration, the British Academy reserves the right to terminate any awards with no liability for any further Fellowship or Award payments. The Host Organisation will fully indemnify the British Academy in respect of any claims brought against the British Academy in this regard.

## 7. PUBLICATIONS

- 7.1. Due acknowledgement of support received from the British Academy should be made in any publication resulting from the research, whether an article, a book, or any other form of output. One copy of any book should be sent to the British Academy, where it will be catalogued, and placed in the British Academy's Library. The Award Holder is required to provide the British Academy with full bibliographical information on any other published outputs resulting from the award.
- 7.2. The Award Holder is expected to follow acknowledged good practice when publishing the results of their research as detailed in guidelines issued by, for example, the [Committee on Publication Ethics](#), the [Council of Science Editors](#) and the [ARRIVE guidelines](#).

## 8. OTHER DISSEMINATION

- 8.1. For projects whose primary purpose, or significant product, is the creation of a digital resource, data created as a result of the research, together with documentation, should be offered for deposit in an appropriately accessible repository within a reasonable time after the completion of the project.

- 8.2. In cases where the principal output from the project is the creation of a digital resource, applicants should be aware that details of the project, and contact details of the principal applicant, may be passed to the relevant national Data Services providers for evaluation or contact purposes.
- 8.3. The Award Holder is required to notify the British Academy of any impact resulting from their research. Impact can mean making a significant contribution to an academic field and/or to policy and practice decision-making. This could be an impact in economic terms, affecting the profits of firms or the revenue of government, or in terms of having an impact on less quantifiable areas such as the environment, public health or quality of life.
- 8.4. The Award Holder must make all reasonable efforts, if so invited, to respond to requests for information or to attend events or activities organised by the British Academy concerning the research undertaken. Such events may be held after a grant has ended.
- 8.5. The Host Organisation must ensure that it obtains the prior approval of the British Academy on any press statements associated with the Award.
- 8.6. Due acknowledgement of support received from the British Academy should be made in any form of media communication, including media appearances, press releases and conferences. The contents of any press releases or announcements associated with the Award should be agreed by the British Academy first to ensure they comply with any current publicity requirements (including any branding guidelines).

## **9. RESEARCH ETHICS, POLICIES, AND LEGAL**

- 9.1. The British Academy will not become an employer of the Award Holder or any other third party as a result of the provision of this Award. In all cases where support is provided by the Award for the employment of staff, the Host Organisation must issue a contract of employment which is in compliance with relevant laws and regulations.
- 9.2. The Award Holder and Host Organisation must ensure that the Award is managed in a way which is compliant with the terms of the (UK) Equality Act 2010.
- 9.3. The British Academy requires the research it funds to be conducted in an ethical and legal manner. The Host Organisation is responsible for ensuring that ethical issues relating to the research project are identified and brought to the attention of the relevant approval or regulatory body. Ethical approval to undertake the research must be granted by the relevant authority before any work requiring approval begins. Research undertaken outside the UK must have both UK and respective country ethical approvals. The Host Organisation must ensure that all legal requirements related to the research are met.
- 9.4. The Host Organisation should meet the requirements of the Concordat to Support Research Integrity (2012) and subsequent amendments and must have in place formal procedures for governing good research practice and for handling and reporting allegations of fraud or research misconduct.
- 9.5. The Host Organisation is expected to adopt the principles, standards and good practice for the management of research staff set out in the Concordat to Support the Career Development of Researchers (2008) and subsequent amendments. Research staff should be appointed on terms that are no less favourable than those of comparable posts in the Host Organisation.
- 9.6. The Host Organisation is responsible for ensuring that a safe working environment is provided for all individuals associated with a research project and must meet all regulatory and legislative requirements as recommended by the Health and Safety Executive, and will include appropriate care where researchers are working off-site.

- 9.7. It is the responsibility of the Host Organisation and Award Holder to ensure that appropriate insurance is obtained for any individual employed on the Award, including students, who intend to undertake Overseas Travel, Fieldwork, Secondments or Sabbaticals during the Award period.
- 9.8. The Award Holder is expected to comply with the Host Organisation guidelines on overseas travel and safety in fieldwork, particularly for high risk countries. The British Academy will not be held liable for the health, safety and security of award holders or individuals employed on an award.
- 9.9. The Host Organisation and the Award Holder must ensure that research involving the use of animals falls within the regulations laid down in the UK Animals (Scientific Procedures) Act 1986 and subsequent amendments. Any element of research funded by the Award that is conducted outside the UK must, as a minimum standard, be conducted in accordance with the principles of UK legislation.
- 9.10. In the case of research involving the use of animals, the Award Holder must inform the British Academy that animals will be used in the research and provide the following details, the number of animals, the species and procedures involving animals. The Award Holder must also inform the British Academy as soon as possible of any significant increase to the number of animals used or a change in the species from that which was originally supported by the Award.
- 9.11. The British Academy endorses the principle of the NC3Rs (replace, refine and reduce) which means that every effort must be made to replace the use of live animals with non-animal alternatives; to reduce the number of animals used in research; and refine procedures so that the degree of suffering for animals is kept to an absolute minimum.
- 9.12. The British Academy accepts no responsibility for costs or liabilities arising from the research funded by the Award, other than those set out in these Conditions of Award, or otherwise agreed in writing.
- 9.13. The Host Organisation, any Award Holder or any other person working on the Award (including but not limited to employees, students, visiting fellows and subcontractors) will indemnify the British Academy against any claims for compensation or against any other claims (whether under any statute or regulation or at common law) for which the Host Organisation may be liable as an employer or otherwise or for which any other person working on the Award may be liable.
- 9.14. These Conditions of Award will be governed by the laws of England and Wales. All matters relating to the terms and conditions will be subject to the exclusive jurisdiction of the courts of England and Wales.
- 9.15. 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.

## **10. INTELLECTUAL PROPERTY**

- 10.1. Unless stated otherwise, the ownership of British Academy-funded intellectual property (IP), and responsibility for its identification, protection, management and exploitation, rests with the Host Organisation.
- 10.2. It is the responsibility of the Host Organisation, and all engaged in the research, to make every effort to ensure that any potentially valuable results obtained in the course of the research are exploited, whether protected by IP rights or not, and used to the benefit of society and the economy.
- 10.3. Where the Award is associated with more than one research organisation and/or project partner, a formal collaborative agreement must be established, which sets out the contributions and ownership rights of the organisations and individuals involved with regards to intellectual property and exploitation. It is the responsibility of the Host Organisation to put such an agreement in place before

the Award commences. The terms of the collaborative agreement must not conflict with the British Academy's Conditions of Award.

- 10.4. The collaborative agreement must set out that the Host Organisation(s) is not restricted in its future research capability, that all applications of the intellectual property are developed in a timely manner and that the substantive results of the research are published within an agreed and reasonable period.

## **11. DATA PROTECTION**

- 11.1. The British Academy is compliant with the GDPR and adheres to the principles of the Data Protection Act 2018.
- 11.2. The British Academy is committed to protecting and storing securely any personal and sensitive data held. Applicants should be aware that the information they provide on the application form and, if successful, in subsequent reports will be used by the British Academy for processing the application, making any consequential award, for the payment, monitoring and review of the award, and for general British Academy business. This information may be shared with relevant funding partners, including but not limited to the Department for Business, Energy and Industrial Strategy, the Foreign and Commonwealth Office, and the Department for International Development.
- 11.3. Information will also be shared with relevant officers in the Host Organisation for the application and award procedures to be followed.
- 11.4. Details of award holders (including name, institution, project details and amount of award) will be used to compile published lists of award holders which will be made available on the Internet, and to produce statistical and historical information on British Academy awards.
- 11.5. Queries submitted under the terms of the GDPR about the processing of personal data should be addressed to the British Academy's Data Protection Officer at [DPO@britac.ac.uk](mailto:DPO@britac.ac.uk). Submitting the online application form constitutes the applicant's agreement to all terms, conditions, and notices contained in the Scheme Notes.
- 11.6. You also have the right to make a complaint to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues, at any time. The ICO's contact details are as follows:

Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF

Telephone: 0303 123 1113 (local rate) or 01625 545 745

- 11.7. Application forms will be retained for ten years in the case of successful applications, and five years in the case of unsuccessful applications, and may be consulted by the British Academy in the event of future applications being submitted.

## **12. COMPLIANCE**

- 12.1. The British Academy reserves the right upon reasonable notice to inspect the award at any time and to require further information to be supplied as seen fit. Such further information may include but is not limited to financial records and financial procedures associated with the Award, or to appoint any other body or individual for the purpose of such inspection.

- 12.2. Persistent failure to comply with the conditions of award will result in the British Academy writing to the Vice-Chancellor or equivalent senior official of the Host Organisation and lead to the possibility of sanctions.
- 12.3. The sanction for non-compliance with the conditions of award is penalty-listing: that is, to disbar, sine die, the scholar concerned from applying to the British Academy under any of its grant-giving schemes; and to disbar, for a period of two years, all members of that institution from applying to the British Academy under any of its grant-giving schemes.