

# Terms and Conditions of Faraday Institution fEC Grants

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## Introduction

### Terms and Conditions of Faraday Institution fEC Grants

These terms and conditions relate to grants, comprising Research Grants and Fellowships, costed and funded on the basis of full economic costs (fEC), calculated in accordance with the TRAC methodology (universities and other higher education bodies) or by an equivalent methodology by other Research Organisations. Grants awarded by the Faraday Institution are made to Research Organisations on the basis of this single set of core terms and conditions.

The Faraday Institution may add additional conditions to a particular grant to reflect the particular circumstances and requirements or the nature of that particular grant. Acceptance of a grant constitutes acceptance of both the core conditions and any additional conditions.

These conditions also apply to, activities subcontracted by a Research Organisation to Third Parties.

These conditions cannot be waived or varied without the consent of the Faraday Institution. Any request by the grant holder to the Faraday Institution to vary these terms and conditions must be submitted in advance and in writing and will have effect only if approved in writing by someone authorised to do so on behalf of the Faraday Institution.

The Faraday Institution reserves the right to vary these terms and conditions from time to time. The latest version of these Terms and Conditions is available on the Faraday Institution website [www.faraday.ac.uk](http://www.faraday.ac.uk).

### Definitions

**Faraday Institution:** means limited company number 10959095 with charity registration number 1176500.

**Grant:** support for a proportion of the full economic costs of a project. A Grant may be either a Research Grant or a Fellowship;

**Research Grant:** a contribution to the costs of a stated research project which has been assessed as suitable for funding through the procedures established by the Faraday Institution.

**Fellowship Grant:** a grant made through a fellowship competition providing a contribution to the support of a named individual. It covers the cost of the time dedicated by the fellow to their personal research programme and may or may not include research support costs.

**Grant Holder:** the person to whom the grant is assigned and who has responsibility for the intellectual leadership of the project and for the overall management of the research. The Grant Holder is either the Principal Investigator (in the case of a Research Grant) or a Research Fellow (in the case of a Fellowship Grant).

**Co-Investigator:** a person who assists the Grant Holder in the management and leadership of a project.

**Research Organisation (RO):** the organisation to which the grant is awarded and which takes responsibility for the management of the research project and the accountability of funds provided.

**Third Party:** any person/organisation to which the grant holding RO passes on any of the grant funds awarded by the Faraday Institution.

Full Economic Costs (fEC): a cost which, if recovered across an organisation's full programme, would recover the total cost (direct, indirect and total overhead) including an adequate recurring investment in the organisation's infrastructure.

Directly Incurred Costs: costs that are explicitly identifiable as arising from the conduct of a project, are charged as the cash value actually spent and are supported by an audit record.

Directly Allocated Costs: the costs of resources used by a project that are shared by other activities. They are charged to projects on the basis of estimates rather than actual costs and do not represent actual costs on a project-by-project basis.

Indirect Costs: non-specific costs charged across all projects based on estimates that are not otherwise included as Directly Allocated Costs. They include the costs of the Research Organisation's administration such as personnel, finance, library and some departmental services.

Exceptions: Directly Incurred Costs that Faraday Institution funds at 100% of fEC subject to actual expenditure incurred, or items that are outside fEC.

Transparent Approach to Costing (TRAC): an agreed methodology used by universities and other higher education bodies for calculating full economic costs.

## Data Protection Regulations

The Faraday Institution will use information provided on the grant proposal for processing the proposal, the award of any consequential grant, and for the payment, maintenance and review of the grant. This may include:

- Registration of proposals. Operation of grants processing and management information systems.
- Preparation of material for use by referees and peer review panels.
- Administration, investigation and review of grant proposals.
- Sharing proposal information on a strictly confidential basis with other funding organisations to seek contributions to the funding of proposals.
- Statistical analysis in relation to the evaluation of research and the study of trends.
- Policy and strategy studies.

Summary of funded research projects may also be made available on the Faraday Institution's websites and other publicly available databases, including the UKRI's Gateway to Research, and in reports, documents and mailing lists.

The Faraday Institution may contact the Grant Holder concerning funding opportunities or events, or for the purposes of evaluation. In some instances, the Faraday Institution may wish to authorise an affiliate organisation to contact the Grant Holder on its behalf. By agreeing to these terms and conditions, the Research Organisation consents to this on behalf of the Grant Holder, but if the Grant Holder prefers not to be contacted in this way, he or she should state this to the Faraday Institution.

## Confidentiality

If a Research Organisation considers that any information it provides to the Faraday Institution is either commercial or academic-in-confidence it must clearly mark every copy of all such material accordingly. The Faraday Institution will use its best endeavours to maintain the confidence in such material, subject to complying with its own legal obligations.

Where the Faraday Institution determines that a Research Organisation is holding information on

its behalf that it requires to comply with any of its legal obligations, (which for the avoidance of doubt will include any obligations arising out of the terms and conditions on which the Faraday Institution itself receives funding) the Research Organisation undertakes to provide access to such information as soon as reasonably practicable on request of the Faraday Institution and in any event within 5 working days.

If a Research Organisation is itself subject to the Freedom Of Information Act (FOIA) and/or the Environmental Information Regulations (EIR); the Faraday Institution accepts no responsibility for any failure to comply by the Research Organisation.

## Grant Conditions

### FIGC 1 Accountability & Responsibilities of the Research Organisation

FGC1.1 The Research Organisation is accountable for the conduct of the research, the use of public funds and for ensuring the proper financial management of grants. These obligations apply wherever the research is carried out; either at the Research Organisation or a collaborating organisation or other third party.

FGC1.2 The Research Organisation must ensure that funds are only spent in a way that is consistent with and that advances the purpose and conditions of the grant, as set out in the project proposal approved by the Faraday Institution

FGC1.3 The Research Organisation is responsible for the timely and accurate submission of all expenditure statements and reports required by the grant.

FGC1.4 The Research Organisation shall ensure that it carries out appropriate due diligence on any third parties used to deliver any part of the work funded by the grant and shall ensure in particular, that activities carried out by such third parties comply with these terms and conditions. The Research Organisation shall provide the Faraday Institution on request with details of expenditure of the Grant by any third party. The following UKRI Due Diligence guidance and questionnaire should be followed, regardless of whether any Third Parties used to deliver all, or part, of the Project are based in the United Kingdom or overseas: [www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/equitable-partnerships/](http://www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/equitable-partnerships/)

FGC1.5 The Research Organisation must undertake appropriate due diligence on their collaborative partner(s) before any collaboration between parties begins, including where changes occur after the Grant Start Date to individuals or organisations involved in the Project 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 and its potential usages. Where due diligence checks identify a potential risk, the Research Organisation must ensure that appropriate mitigations are in place to manage that risk before any Grant activity and/or collaboration affected by the risk begins/is continued. Due Diligence must be undertaken in line with UKRI's Principles on Trusted Research and Innovation: <https://www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/trusted-research-and-innovation/>

FGC1.6 The Research Organisation must ensure that any part of the Full Economic Cost of the project not funded by the Faraday Institution grant is committed to the project before it starts.

FGC1.7 The Research Organisation must ensure that the Grant Holder and co-investigators are made aware of their responsibilities and that they observe the terms and conditions of grants.

FGC1.8 The Research Organisation must ensure that the research supported by the grant complies with all relevant legislation and Government regulation, including that introduced while

work is in progress. This requirement includes approval or licence from any regulatory body that maybe required before the research can commence.

FGC1.9 The Research Organisation is expected to adopt the principles, standards and good practice for the management of research staff set out in the 2008 Concordat to Support the Career Development of Researchers, and subsequent amendments.

FGC1.10 The Research Organisation must create an environment in which research staff are selected and treated on the basis of their merits, abilities and potential. It must ensure that reliable systems and processes are in place so that the principles of the Concordat are embedded into practice within the Research Organisation. It must ensure compliance with all relevant legislation and Government regulation, including any subsequent amendments introduced while work is in progress.

FGC1.11 The Research Organisation must ensure that the Project is carried out in accordance with all applicable ethical, legal and regulatory requirements including but not limited to relevant provisions of the General Data Protection Regulation, the Data Protection Act 2018, the Bribery Act 2010, the Fraud Act 2006, the Equality Act 2010 and the Modern Slavery Act 2015.

FGC1.11.1 The Research Organisation must ensure that the project and any acquisitions made by You are compliant with the National Security and Investment (NSI) Act 2021. Any asset or entities within the scope of the Act, obtained by the Grant funding awarded to You, completed on or after 12 November 2020, including when collaborating with third parties to acquire, sell or develop qualifying entities or assets, must comply with these rules. You may be required to notify the government about an acquisition before you can complete it.

FGC1.11.2 We will immediately suspend the Grant and may require You to repay Grant funding if You are found to be in breach of the National Security and Investment (NSI) Act 2021.

FGC1.12 The Research Organisation is expected to adopt the principles, standards and good practice for public engagement with research set out in the 2010 Concordat for Engaging the Public with Research.

FGC1.13 Unless FGC1.17 applies, the Research Organisation must ensure at all times that the Grant funding awarded to them is compliant with any legislation applicable in the United Kingdom on or after 1 January 2021 that regulates the granting by a public sector body of any advantage which threatens to or actually distorts competition in the United Kingdom and/or any other country or countries (“UK Subsidy Control Framework”).

FGC1.14 The Research Organisation must inform the Faraday Institution of any other public funding applied for or awarded against the eligible costs covered by this Grant.

FGC1.15 The Faraday Institution will immediately suspend the Grant and may require the Research Organisation to repay Grant funding if the Research Organisation is found to have received aid that is deemed to be in breach of the UK Subsidy Control Framework.

FGC1.16 No subcontract or other agreement with a Third Party can be made which would constitute a breach of the UK Subsidy Control Framework.

FGC1.17 The EU State Aid regulations will apply to the Grant funding where the Research Organisation has returned the Grant Offer Acceptance document before 1 January 2021 or where the Grant funding will affect trade between Northern Ireland and the EU as envisaged by Article 10 of the Protocol on Ireland/Northern Ireland in the EU Withdrawal Agreement. In such cases, FGC1.18 to FGC1.23 will apply instead of RGC1.13 to RGC1.16.

FGC1.18 Where the Research Organisation has been informed that their use of the Grant

counts as either De Minimis or has been awarded through the UKRI Research, Development and Innovation Scheme operating under Commission Regulation (EU) No 651/2014 (the General Block Exemption Regulation (GBER)) and subsequent amendment, the Research Organisation must ensure at all times that they are compliant with the State Aid regulations under which the Grant has been awarded.

FGC1.19 The Research Organisation must inform the Faraday Institution of any other public funding applied for or awarded against the eligible costs covered by this Grant. The Research Organisation is responsible for ensuring that the cumulative total of public funding and aid intensity they are receiving for the Project does not exceed those limits stated under De Minimis or GBER. The Research Organisation must 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 of the Treaty on European Union and the Treaty on the Functioning of the European Union (2008/C 115/01).

FGC1.20 The Faraday Institution will immediately suspend the Grant if the Research Organisation becomes subject to a recovery order that follows on from a previous European Commission decision, which declares any aid the Research Organisation has received as illegal and incompatible with the internal market.

FGC1.21 Where the Research Organisation is required by any order of the European Commission to repay any Grant to the Faraday Institution 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.

FGC1.22 No subcontract or other agreement with a Third Party can be made which would constitute a breach of the Research Organisation's obligations under the EU State Aid regulations.

FGC1.23 The Research Organisation acknowledges that they may be required to provide the European Commission with information about the financial assistance given to them by the Faraday Institution and the Research Organisation agrees to provide such assistance as the Faraday Institution shall reasonably request.

FGC1.24 The Research Organisation must notify the Faraday Institution of any changes to their constitution, legal form, membership structure (if applicable) or ownership, including those that might affect their eligibility to hold the Grant, or deliver the Project or any other changes which affect the Research Organisation's ability to comply with the Grant Terms and Conditions.

FGC1.25 The Research Organisation must create an environment in which public engagement is valued, recognised and supported. It must ensure that reliable systems and processes are in place so that the principles of the Concordat are embedded into practice within the Research Organisation.

FGC1.26 The Research Organisation must appoint any Research Fellow as an employee for the full duration of the grant, unless otherwise agreed by the Faraday Institution management.

FGC1.27 The Research Organisation must integrate the Research Fellow within the research activities of the host department, whilst ensuring that he or she is able to maintain independence and focus on their personal research programme.

FGC1.28 The Research Organisation must notify the Faraday Institution of any change in its status, or that of the Grant Holder, that might affect the eligibility to hold a grant.

FGC1.29 The Research Organisation must ensure that adequate business continuity plans

are in place to ensure that operational interruptions to the research are minimised.

FGC1.30 The Research Organisation must retain all accounting information relating to the Grant for the current financial year plus the subsequent six years after the submission date of the final expenditure statement.

## FIGC 2 Research Governance

FGC2.1 It is the responsibility of the Research Organisation to ensure that the research is organised and undertaken within a framework of best practice that recognises the various factors that may influence or impact on a research project. Particular requirements are to ensure that all necessary permissions are obtained before the research begins, and that there is clarity of role and responsibility among the research team and with any collaborators. The Faraday Institution expects research to be conducted in accordance with the highest standards of research integrity and research methodology.

### FIGC 2.1 Research Ethics

FGC2.1.1 The Research 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. Approval to undertake the research must be granted before any work requiring approval begins. Ethical issues should be interpreted broadly and may encompass, among other things, relevant codes of practice, the involvement of human participants, tissue or data in research, the use of animals, research that may result in damage to the environment and the use of sensitive economic, social or personal data.

### FIGC 2.2 Health and Safety

FGC2.2.1 The Research Organisation is responsible for ensuring that a safe working environment is provided for all individuals associated with a research project. Its approach and policy on health and safety matters must meet all regulatory and legislative requirements and be consistent with best practice recommended by the Health & Safety Executive.

FGC2.2.2 Appropriate care must be taken where researchers are working off-site. The Research Organisation must satisfy itself that all reasonable health and safety factors are addressed.

FGC2.2.3 The Faraday Institution reserves the right to require the Research Organisation to undertake a safety risk assessment in individual cases where health and safety is an issue, and to monitor and audit the actual arrangements made.

### FIGC 2.3 Misconduct and Conflicts of Interest

FGD2.3.1 The Research Organisation is required to have in place procedures for governing good research practice, and for investigating and reporting unacceptable research conduct, that meet the requirements set out in the Concordat to Support Research Integrity (2019) and the Research Councils' Code of Conduct and Policy on the Governance of Good Research Conduct.

<https://www.ukri.org/publications/ukri-policy-on-the-governance-of-good-research-practice/>

FGC2.3.2 The Research Organisation must ensure that potential conflicts of interest in research are declared and subsequently managed.

FGC2.3.3 Guidance on providing declarations of interest can be found on Research Council websites.



## FIGC 2.4 Bullying and Harassment

FGC2.4.1 You must have clear, well-publicised policies, processes and training in place consistent with good practice as recommended by the Advisory, Conciliation and Arbitration Service's (ACAS) 'Bullying and Harassment in the Workplace: A Guide for Managers and Employers' or equivalent framework. We expect you to take an organisation-wide approach to prevention, including appropriate leadership and management training and dedicated support on bullying and harassment. Where relevant you should take into account guidance and advice set out by:

- 1752 Group, on addressing staff sexual misconduct
- The Office for Students, on handling harassment and sexual misconduct in higher education
- The Office of the Independent Adjudicator for Students in Higher Education, on handling student complains and academic appeals

FGC2.4.2 UKRI's Preventing Harm (Safeguarding) in Research and Innovation policy, <https://www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/preventing-harm-in-research/> sets out how UKRI expects to be informed about incidences of bullying and harassment relating to UKRI funded activity and the actions they may take where we identify that Research Organisation do not have robust processes in place. These guidelines cover research that is directly or indirectly (eg through the Faraday Institution) funded by UKRI. The Faraday Institution expects compliance with this policy on its grants and where the policy states that UKRI should be informed, you should also inform the Faraday Institution.

## FIGC 2.5 Equality, Diversity and Inclusion

FGC2.5.1 The Research Organisation is expected to ensure that equality, diversity and inclusion is considered and supported at all stages throughout the performance of the Project, and for ensuring that the expectations set out in any Faraday Institution statement of expectations forequality and diversity are met. Your approach to supporting equality, diversity and inclusion is expected to exceed all relevant legal obligations, including but not limited to those of the Equality Act 2010. In addition, we expect that you agree to abide by [The Faraday Institution Equality, Diversity and Inclusion Charter](https://www.faraday.ac.uk/terms-policies/) <https://www.faraday.ac.uk/terms-policies/>

## FIGC 2.6 Whistleblowing

FGC2.6.1 You must have clear, well-publicised policies and processes in place consistent with good practice recommended by the National Audit Office Assessment Criteria for Whistleblowing policies.

## FIGC 2.7 Safeguarding

FGC2.7.1 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.

## FIGC 3 Use of Funds

FGC3.1 Subject to these conditions, grant funds may be used, without reference to the Faraday Institution, in such a manner as to best carry out the research.

FGC3.2 Grant funds include a provision for inflation based on the GDP Deflators as recognised by EPSRC.

FGC3.3 The value of the grant may be varied by the Faraday Institution during the lifetime of the grant in accordance with the deflators or to take into account any other Government

decisions affecting the funding available to the Faraday Institution.

FGC3.4 Grant funds are provided for a specific research project. Under no circumstances may Directly Incurred and Exceptions funds be used to meet costs on any other grant or activity.

FGC3.5 Directly Incurred and Exceptions funds cannot be used to meet the costs of an activity that will fall beyond the actual end date of the grant, e.g. when travel falls after the end of the grant, the costs cannot be charged to the grant even if the tickets, etc. can be purchased in advance.

FGC3.6 The Faraday Institution requires funds to be deployed with due consideration to value for money across all activities.

FGC3.7 All travel claims should evidence value for money as the primary consideration. Consequently, these should only include travel by standard class by train and economy class by air for flights. Any exception should be clearly justified and approved within the terms of the RO policy.

FGC3.8 See FIGC 11 Equipment for further information on use of funds for equipment specifically.

## FIGC 4 Starting Procedures

FGC4.1 The Research Organisation must formally accept the grant by completing and returning the Offer Letter before the Start Date contained in the Offer Letter.

FGC4.2 The grant may lapse if the Offer Letter is not returned by the Start Date. The start of the grant may precede the Start Date shown in the Offer Letter, but must not be earlier than the date of the Offer Letter itself, or any agreed Interim Start Date.

FGC4.3 Expenditure may be incurred prior to the Start date of the grant and be subsequently charged to the grant, provided that the expenditure does not precede the date of the Offer Letter, or any agreed Interim Start Date.

FGC4.4 The Research Organisation must ensure that all IT systems established for sharing of information across project partners are secure. The security of such systems must be reviewed regularly to minimise the threat of cyber security attacks.

## FIGC 5 Changes in Research Project

FGC5.1 The Faraday Institution must be consulted in the event of any major change in the proposed research, including failure to gain access to research facilities and services, or to gain ethical committee approval for the research, particularly those which make it unlikely that the objectives of the research can be achieved.

FGC5.2 If appropriate, revised proposals may be required. The Faraday Institution reserves the right to make a new grant in place of the existing grant, or to revise, retain or terminate the existing grant.

FGC5.3 It is the responsibility of the Research Organisation to manage the resources on the grant within the budget, including the staff. However the Faraday Institution should provide prior approval for additional staff. Where a post is not filled or where a member of staff who attracts these costs leaves before the end of the period for which the post was funded and is not replaced, a proportionate reduction should be made in the value of Estates, Indirect Costs and Infrastructure Technicians claimed by the Research Organisation.

## FIGC 6 Transfer of Funds

FGC6.1 Transfer of funds between fund headings are permitted as per our [Transfer Between Fund Headings Policy](#).

FGC6.2 Funds can only be transferred and used to meet the cost of activity or activities that meet the agreed aims and objectives of the project. While approval does not need to be sought from the Faraday Institution for transfer of funds, the Faraday Institution reserves the right to query any expenditure outlined in an Expenditure Statement, which has not been incurred in line with the Grant Terms and Conditions.

## FIGC 7 Extensions

FGC7.1 For Research Grants: After a research grant has started, the duration may be extended at no additional cost by an overall total of up to 12 months, subject to prior written approval. Extensions will be allowed where they are necessary to enable work to be completed following delays due to:

- breaks or delays in the appointment of staff;
- maternity, paternity, adoption, shared parental or paid sick leave;
- extended jury service; or
- changes from full-time to part-time working.

In the case of other, exceptional, circumstances, the duration may be extended, at the discretion of the Faraday Institution.

FGC7.2 Extensions will be limited to the additional time needed to complete the research. Any request for an extension should therefore state the reasons for the delay and explain how the extra time requested will enable the remaining work to be completed.

FGC7.3 Fellowship Grants: After a fellowship grant has started, the duration may be extended to cover maternity leave, paternity leave, adoption leave, shared parental leave, extended jury service or paid sick leave for a Research Fellow in line with the terms and conditions of the fellow's employment. Otherwise, the conditions for extending Fellowship grants are the same as apply to research grants.

FGC7.4 Requests for extensions should be made in writing to the Faraday Institution once the required duration is known and before the grant ends.

## FIGC 8 Staff

### FIGC 8.1 Staff employed from the grant

FGC8.1.1 The Research Organisation must assume full responsibility for staff funded from the grant and, in consequence, accept all duties owed to and responsibilities for these staff, including, without limitation, their terms and conditions of employment and their training and supervision, arising from the employer/employee relationship.

FGC8.1.2 The Research Organisation must provide research staff with a statement, at the outset of their employment, setting out the provisions for career management and development, including personal skills training, and ensure that they have access to appropriate training opportunities.

FGC8.1.3 Provided it is related to the research project on which they are currently working, Research staff and Research Fellows may, during normal working hours, undertake teaching and demonstrating work, including associated training, preparatory, marking and examination

duties, for up to an average of 6 hours a week (pro rata for part-time staff) calculated over the period that they are supported on the grant.

FGC8.1.4 Directly incurred staff who are not working 100% FTE on the project should complete timesheets.

## FIGC 8.2 Training requirements for Early Career Researchers on Faraday Institution projects.

FGC8.2.1 PDRA's should have access to a skills budget which provides for 10 days per year allocated to training activities. The Faraday Institution Researcher Professional Development Training Budget document provides guidance on training for Early Career Researchers, development plans and templates for training records. <https://www.faraday.ac.uk/wp-content/uploads/2022/04/The-Faraday-Institution-Training-Budget-April-2022-Master-1.pdf>. The template for career development plans mentioned in the document can be found here: <https://www.faraday.ac.uk/wp-content/uploads/2022/04/career-development-plans-22.docx>

FGC8.2.2 All PhDs and PDRA's ("Early Career Researchers") must be assigned a supervisor, who will work with them on a skills assessment (to identify gaps); together they will develop a training plan for the Early Career Researcher.

8.2.3 Early Career Researchers should have access to a mentor. A mentor is a more experienced member of staff, not their line manager, who is willing to support the mentee in their career and to discuss issues away from the working environment.

8.2.4 Each research project must identify a Training Champion, who is mandated to promote training opportunities, facilitate dissemination, and provide feedback regarding training needs and opportunities.

## FIGC 9 Maternity, Paternity, Adoption and Parental Leave

FGC9.1 The Research Organisation will be compensated at the end of the grant to cover any additional net costs of paid parental leave (i.e. maternity, paternity and adoption leave) for staff within the Directly Incurred and Exceptions fund headings (excluding the principal and co-investigators, unless they are also research fellows or research assistants funded by the grant) if they fulfil the relevant qualifying conditions of the employing Research Organisation. The net cost is the amount paid to the individual less the amount the Research Organisation can recover for Statutory Maternity Pay and Statutory Adoption Pay from HMRC.

FGC9.3 Grant funds, within the announced cash limit, may be used to meet the costs of making a substitute appointment and/or extending the grant to cover a period of parental leave for staff within the directly incurred and exceptions fund headings (excluding the principal and co-investigators, unless they are also research fellows or research assistants funded by the grant). The duration of a grant will be extended only if the period can be accommodated within the maximum period allowed for extensions. Directly Allocated and Indirect funds will not be increased as a result of such extensions.

FGC9.4 Research Grants: Research Grant funds may be used to meet the costs of paid parental leave only to the extent that it is taken during the original period of the grant. The Research Organisation will be responsible for any liability for parental leave pay for staff supported by the grant outside the original period of the grant. If, for example, the original end date of a grant falls while a member of research staff is part-way through their maternity leave, the Research Organisation will be responsible for that part of the maternity leave which is taken after the original end date.

FGC9.5 Fellowship Grants: Fellows are entitled to take parental leave in accordance with

the terms and conditions of the fellow's employment. If requested, consideration will be given to allowing a fellowship grant to be placed in abeyance during the absence of the Research Fellow for parental leave, and the period of the fellowship extended by the period of leave. Consideration will be given to requests to continue the fellowship on a flexible or part-time basis to allow the Research Fellow to meet caring responsibilities.

## FIGC 10 Sick Leave

FGC10.1 The Research Organisation will be compensated at the end of the grant to cover any additional net costs, that cannot be met within the cash limit, of paid sick leave for staff within the Directly Incurred and Exceptions fund headings (excluding the principal and co-investigators, unless they are also Research Fellows or Research Assistants funded by the grant) who fulfil the qualifying conditions of the Research Organisation. The net cost is the amount paid to the individual less the amount the Research Organisation can recover from HMRC.

FGC10.2 Sick pay is payable by the Faraday Institution only for directly incurred staff that are funded for 100% of their contracted time on the grant (apart from staff acting as principal or co-investigators unless they are also research fellows or research assistants funded by the grant).

FGC10.3 Grant funds, within the announced cash limit, may be used to meet the approved costs of making a substitute appointment and/or extending the grant to cover a period of sick leave for staff within the directly incurred and exceptions fund headings (excluding the principal and co-investigators, unless they are also research fellows or research assistants funded by the grant). The duration of a grant will be extended only if the period can be accommodated within the maximum period allowed for extensions. Directly Allocated and Indirect funds will not be increased as a result of such extensions.

FGC10.4 Research Grants: Research Grant funds may be used to meet the costs of paid sick leave only to the extent that it is taken during the original period of the grant. The Research Organisation will be responsible for any liability for sick leave pay for staff supported by the grant outside the original period of the grant.

FGC10.5 Where there is a continuous period of sick leave in excess of 3 months, the Research Organisation may apply to the Faraday Institution to discuss the possibility of a substitute appointment to safeguard progress on the project. Where a Research Assistant has been on sick leave in excess of 3 months the Research Organisation must comply with all their obligations to consider reasonable adjustments before making a substitute appointment. Where a Research Assistant has been on sick leave for an aggregate (not necessarily continuous) period in excess of 3 months, where this is due to a single condition or a series of related conditions, the Research Organisation may request an extension to the duration of the project.

FGC10.6 Fellowship Grants: Fellows are entitled to take sick leave in accordance with the Research Organisation's terms and conditions. If requested, consideration will be given to allowing a fellowship grant to be placed in abeyance during the absence of the Research Fellow due to sick leave, and the period of the fellowship extended by the period of sick leave. The additional salary costs for the fellow (pro rata to their percentage FTE on the fellowship) should be claimed, as necessary, at the end of the extended period.

## FIGC 11 Equipment

### FIGC 11.1 Procurement of Equipment

FGC11.1.1 The procurement of equipment, consumables and services, including maintenance, must comply with all relevant national and EU legislation (for so long as the Research Organisation is subject to that legislation) and the Research Organisation's own financial policy and procedures. Accepted procurement best practice in the higher education

sector must be observed. For all equipment and services where the contract value is more than £25,000, excluding VAT, professionally qualified procurement staff must be consulted before the procurement process begins, and, where appropriate, at the market research stage, and must approve the order/contract before it is placed with a supplier.

## FIGC 11.2 Ownership of Equipment

FGC11.2.1 Equipment purchased from grant funds is primarily for use on the research project for which the research grant was awarded, and belongs to the Research Organisation. In certain circumstances the Faraday Institution may wish to retain ownership throughout the period of the grant and possibly beyond. In such cases, the grant will be subject to an additional condition.

FGC11.2.2 The Faraday Institution must be informed if, during the life of the research grant, the need for the equipment diminishes substantially or it is not used for the purpose for which it was funded. The Faraday Institution reserves the right to determine the disposal of such equipment and to claim the proceeds of any sale.

FGC11.2.3 Any proposal to transfer ownership of the equipment is subject to prior approval by the Faraday Institution. After the research project has ended, the Research Organisation is free to use the equipment without reference to the Faraday Institution, but it is nevertheless expected to maintain it for research purposes and to ensure that it is available for use in connection with other Faraday Institution funded research for as long as is practicable.

FGC11.2.4 All equipment charged to the Faraday Institution grant must be tagged with a Faraday Institution label.

## FIGC 11.3 Use of Equipment

FGC11.3.1 Where there is spare capacity in the use of the equipment, the Faraday Institution expects this to be made available to other organisations carrying out research supported by the Faraday Institution and to Faraday Institution funded students.

## FIGC 11.4 Use of Equipment Funds

FGC11.4.1 Any proposal to purchase an item of equipment in the last 6 months of the grant is subject to prior written approval by the Faraday Institution. The Faraday Institution will wish to be assured that the item of equipment is essential to the research.

FGC11.4.2 Equipment funding is ring-fenced and transfers into or out of the equipment headings, whether under Directly Incurred or Exceptions, is not permitted, without approval from the Faraday Institution.

## FIGC 11.5 Equipment Data

FGC11.5.1 All new equipment purchased over £138,000 (£115,000 ex VAT) using public funding sources must be registered on the national database (<http://equipment.data.ac.uk/>) to be discoverable and enable greater sharing.

## FIGC 12 Transfer of a Grant to another Research Organisation

FGC12.1 The Research Organisation must send a request to the Faraday Institution if the Grant Holder intends to transfer to another organisation. If this organisation is eligible to hold grants, and is able to provide a suitable environment to enable the project to be successfully completed, the Faraday Institution may agree that the grant would be transferred with the Grant Holder. Written agreement to this is required from both the relinquishing and receiving organisations.

FGC12.2 The Faraday Institution will wish to be assured that satisfactory arrangements have been agreed that will enable the project to be undertaken, or to continue, in accordance with its research objectives. If suitable arrangements cannot be agreed, the Faraday Institution will consider withdrawing its support or terminating the grant.

FGC12.3 Where there is a basis for continuing involvement by the relinquishing organisation, agreement should be reached between both organisations on the apportionment of work and the distribution of related funding. Grants will not be re-costed following transfer. The unspent balance of Directly Incurred and Exceptions costs will be transferred to the receiving Research Organisation. In the case of Directly Allocated and Indirect costs, a pro rata share, based on the time elapsed on the grant at the point of transfer, will be transferred to the receiving research organisation. The receiving organisation will be required to confirm, by return of an offer acceptance, that it will provide any additional resources needed to complete the project.

## FIGC 13 Change of Grant Holder

FGC13.1 Research Grants: The Research Organisation must consult the Faraday Institution if it is proposed to change the Grant Holder, for example, following retirement or resignation. Where the Grant Holder is transferring to another organisation eligible to hold a grant, the provisions of FIGC 12 Transfer of a Grant to another Research Organisation will apply. In other circumstances, The Research Organisation may propose a replacement Grant Holder. The Faraday Institution will wish to be assured that the replacement meets the eligibility criteria and has the expertise and experience to lead the project to a successful conclusion, in accordance with its research objectives.

FGC13.2 Fellowship Grants: A fellowship grant is awarded on the basis of a named individual's suitability to undertake and benefit from the period of research therefore changes to the Grant Holder are not permitted. The resignation of the Research Fellow, or the termination of their employment, constitutes the end of the grant for the purpose of submitting a final report and the Council's financial liabilities.

## FIGC 14 Annual Statement

FGC14.1 The Research Organisation may be sent a statement to return each year showing payments made by the Faraday Institution during the previous financial year for all the grants it holds. Where a statement is required, the Research Organisation must certify, by returning the statement, that:

- Expenditure has been incurred in accordance with the grant conditions, and
- Those grants shown as current are continuing.

FGC14.2 No further payments will be made until the annual statement has been received and accepted by the Faraday Institution.

FGC14.3 An Annual statement, confirming the RO has complied with Faraday Institution Terms and Conditions and has informed the Faraday Institution of any fraudulent activity, should be submitted within 6 weeks after 31<sup>st</sup> March each year.

## FIGC 15 Expenditure Statements

FGC15.1 The Research Organisation is accountable for funds dispersed and must complete and return an expenditure statement at the frequency requested by the Faraday Institution. In addition, a final expenditure statement must be completed within 3 months of the end date of a grant. If it is not returned within this time then the terms stated in FGC 18.2 Organisation Sanctions will apply. 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.

FGC15.2 Expenditure shown in the Directly Incurred and Exceptions headings must show the actual expenditure incurred by the project. Settlement by the Faraday Institution will reflect the proportion of fEC stated in the award letter applied to actual expenditure, within the cash limit.

FGC15.3 For the Directly Allocated and Indirect Costs headings, the Faraday Institution will pay the amount shown as spent, within the cash limit, provided that the grant ran its full course. Where a grant is terminated before the planned end date, a pro rata share will be paid.

FGC15.4 Costs arising from parental or sick leave should be identified in the Absence heading of the statement.

FGC15.5 The Faraday Institution reserves the right to require the Research Organisation to complete and submit a statement of expenditure at any time during the course of a grant, or to provide supplementary information in support of an interim or final expenditure statement.

## FIGC 16 Disclosure and Inspection

FGC16.1 The Faraday Institution reserves the right to have reasonable access to inspect the records and financial procedures associated with grants or to appoint any other body or individual for the purpose of such inspection. This includes expenditure by Third Parties. The Faraday Institution shall be entitled to request and/or have access to any financial records and reports that are deemed appropriate to demonstrate the regularity and propriety of expenditure, including but not limited to:

- Annual report & accounts
- External audit management letter
- ISA260 – Communication with those charged with governance
- Related internal audit reports

FGC16.2 The Research Organisation must report to the Faraday Institution:

- Any investigations (and their outcomes) into research misconduct associated with the 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: [www.ukri.org/publications/ukri-policy-on-the-governance-of-good-research-practice/](http://www.ukri.org/publications/ukri-policy-on-the-governance-of-good-research-practice/); and on request provide information on:
  - its management of research integrity and ethics as described in the above policy;
  - details of any retractions or withdrawal of submissions/publications
  - any allegations, proven or not, of any 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 in Your activities or those of Your staff as soon as this becomes known to You. It is a requirement that any instances of Fraud or attempted Fraud relating to funding received by You from Us, should be reported to [FundingAssurance@ukri.org](mailto:FundingAssurance@ukri.org)

FGC16.3 The Research Organisation must, if required by the Faraday Institution, provide a statement of account for the 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 research grant terms and conditions.

FGC16.4 The Faraday Institution will undertake periodic reviews of Research Organisations to seek assurance that grants are managed in accordance with the terms and conditions under which they are awarded.



## FIGC 17 Reporting on the conduct and results of research

FGC17.1 The Faraday Institution may use an online system to collect information during the lifetime of the grant and for some years afterwards on the outputs and outcomes of research, and provide guidance on the timing and scope of reporting that is required. The Research Organisation must ensure that the system is used in accordance with the guidance provided.

FGC17.2 The Faraday Institution may require a separate final report on the conduct and outcome of the project. If so, it must be submitted by the Research Organisation within three months of the end of the grant, on the form provided. No further application from a Grant Holder will be considered while a final report is overdue.

## FIGC 18 Sanctions

The Faraday Institution reserves the right to impose financial sanctions and/or additional measures where it identifies areas of non-compliance with these terms and conditions of grant.

### FIGC 18.1 Contact Sanctions

FGC18.1.1 If outputs and outcomes are not reported as directed the Faraday Institution will not consider further proposals where the grant holder is named as the Principal or Co Investigator. In addition, the Faraday Institution will suspend payments for the associated grant.

### FIGC 18.2 Organisation Sanctions

FGC18.2.1 If the final report or the financial expenditure statement is not received within 3 months of the end date of the grant, the Faraday Institution will recover 20% of expenditure incurred on the grant. All payments will be recovered if the report or statement is not received within six months of the end of the grant. Research Organisations may appeal against a sanction to the Board of the Faraday Institution but must do so within 60 days of the pay run in which the sanction was imposed.

FGC18.2.2 The Faraday Institution shall be entitled to suspend payments or recover funds on grants in the event that the Research Organisation does not comply with the terms and conditions of grant.

FGC18.2.3 In relation to the current Quality Assurance and validation project for TRAC implementation in universities, the Faraday Institution reserves the right to apply sanctions of 75% of the non-compliant rate where an institution is found to be using rates which are materially inaccurate (>10% variance on any single rate). These sanctions would only apply to future applications although the Faraday Institution may exercise a higher sanction where there has been evidence of significant overpayments to research organisation based on inaccurate rates.

## FIGC 19 Public Engagement

FGC19.1 It is the responsibility of the Research Organisation and the Grant Holder and Co-Investigators to communicate the research to the public at both local and national level, and to raise awareness of the role of science and research in any related issues of public interest.

## FIGC 20 Exploitation and Impact

FGC20.1 It is the responsibility of the Research Organisation, and all engaged in the research, to 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.

FGC20.2 Research outcomes should be disseminated to both research and more widespread audiences, for example to inform potential users and beneficiaries of the research.

FGC20.3 Unless stated otherwise, the ownership of all intellectual assets, including intellectual property, and responsibility for their application, rests with the organisation that generates them.

FGC20.4 Where the grant is associated with more than one research organisation and/or other project partners, the basis of collaboration between the organisations, including ownership of intellectual property and rights to exploitation, is expected to be set out in a formal collaboration agreement. It is the responsibility of the Research Organisation to put such an agreement in place before the research begins. The terms of collaboration agreements must not conflict with the Faraday Institutions' terms and conditions.

FGC20.5 Arrangements for collaboration and/or exploitation must not prevent the future progression of research and the dissemination of research results in accordance with academic custom and practice. A temporary delay in publication is acceptable in order to allow commercial and collaborative arrangements to be established.

FGC20.6 The Faraday Institution may, in individual cases, 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. This right, if exercised, will be set out in an additional grant condition.

FGC20.7 There should be suitable recognition and reward to researchers who undertake activities that deliver benefit through the application of research outcomes. The Research Organisation must ensure that all those associated with the research are aware of, and accept, these arrangements.

## FIGC 21 Research Monitoring and Evaluation

FGC21.1 While it is the responsibility of the Research Organisation to manage the research, the Faraday Institution reserves the right to call for periodic information on progress or to visit the project team. The Grant Holder may also be asked to attend meetings to exchange information and ideas with others undertaking research in the same or similar fields.

FGC21.2 The Grant Holder must make all reasonable efforts, if so invited, to respond to requests for information or to attend events or activities organised by the Faraday Institution concerning the research undertaken. Such events may be held after a grant has finished.

## FIGC 22 Publication and Acknowledgement of Support

FGC22.1 The Grant Holder should, subject to the procedures laid down by the Research Organisation, publish the results of the research in accordance with normal academic practice.

FGC22.2 Publications and other forms of media communication, including media appearances, press releases and conferences, must acknowledge the support received from the Faraday Institution quoting the grant reference number if appropriate. Journal publications should acknowledge the funding source using the standard format agreed by funders and publishers and detailed in the procedures as defined within 'Publishing Papers on Research Funded by the Faraday Institution' available from the Faraday Institution website (link: [https://www.faraday.ac.uk/wp-content/uploads/2022/04/Publishing\\_Papers\\_on\\_Research\\_funded\\_by\\_the\\_Faraday\\_Institution\\_FINAL.pdf](https://www.faraday.ac.uk/wp-content/uploads/2022/04/Publishing_Papers_on_Research_funded_by_the_Faraday_Institution_FINAL.pdf))

FGC22.3 All draft papers must be sent to the Faraday Institution before the publication process, or a third party, is engaged.

## FIGC 23 Disclaimer

FGC23.1 The Faraday Institution accepts no liability, financial or otherwise, for expenditure or liability arising from the research funded by the grant, except as set out in these terms and conditions, or otherwise agreed in writing.

FGC23.2 The Faraday Institution reserves the right to terminate the grant at any time, subject to reasonable notice and to any payment that may be necessary to cover outstanding and unavoidable commitments.

FGC23.3 Further to FIGC 3 Use of Funds, the Faraday Institution reserves the right to amend the budget at its discretion. The Research Organisation will be advised, in advance, of any such a change. Changes to budgets may affect the overall value of the grant.

FGC23.4 If a grant is terminated or reduced in value, no liability for payment or redundancy or any other compensatory payment for the dismissal of staff funded by the grant will be accepted, but, subject to the provisions of FIGC 15 Expenditure Statements, negotiations will be held with regard to other contractual commitments and concerning the disposal of assets acquired under the research grant.

## FIGC 24 Status

FGC24.1 These terms and conditions 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.

FGC24.2 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.

FGC24.3 These terms and conditions, together with any additional conditions set out in the grant; contain the whole arrangement between the Faraday Institution and the Research Organisation in relation to the stated research grant. The Faraday Institution and the Research Organisation do not intend that any of these terms and conditions should be enforceable by any third party.

## Updates made since Version 2.2, 23 September 2019

FGC 1.4 and FGC 1.5: Due Diligence  
FGC 1.11: Acquisitions  
FGC 1.13 to FGC 1.24: State Aid  
FGC 2.1: Research Ethics  
FGC 2.3.1: Research Integrity  
FGC 2.4: Bullying and Harassment  
FGC 2.5: Equality, Diversity and Inclusion  
FIGC 4: Starting Procedures  
FIGC 6: Transfer of Funds  
FIGC 7: Extensions  
FIGC 8: Staff  
FIGC 9: Maternity, Paternity, Adoption and Parental Leave  
FIGC 11.2.4: Equipment  
FIGC 14: Annual Statement  
FIGC 16: Disclosure and Inspection  
FGC 22.2: Publications