



COND/12/24

## GRANT CONDITIONS – NON-RESEARCH

Key terms used in these Grant Conditions can be found in the [Definitions](#) section at the end of this document.

### 1. How these Grant Conditions apply to you

- 1.1. These Grant Conditions, together with the Award Letter and relevant funding policies (outlined at the end of this document), set out the Terms and Conditions on which we make the Grant to you, as the employer of the Grantholder.
- 1.2. You must ensure that the Grant Activities are carried out by you, the Grantholder and any Participants or Organisations in accordance with the Terms and Conditions.
- 1.3. If you sub-award any part of the Grant, you remain accountable to us for the conduct of the Grant Activities and the use and financial management of the Grant. You should carry out appropriate due diligence on, and put in place written terms and conditions with, the relevant sub-awardee to enable you to comply with your obligations to us under the Terms and Conditions.

### 2. Legal compliance, research practice, and governance

- 2.1. You must ensure that the Grant Activities are carried out in accordance with all relevant:
  - a) legislation and codes of practice, including but not limited to those relating to health and safety, data protection, modern slavery, safeguarding, bribery, tax evasion and relevant financial sanctions laws;
  - b) regulatory requirements; and
  - c) ethical guidelines and principles.

### 3. Employment

We do not employ the Grantholder or any of the Participants. It is your responsibility to issue any necessary contracts of employment in relation to the Grant, and to comply with any relevant employment law and regulation, including your duty of care as an employer.

### 4. Management of the Grant and reporting

- 4.1. Unless we tell you otherwise, you and the Grantholder must activate the Grant by completing a [grant acceptance record](#). We will not make payments on the Grant until we receive a completed grant acceptance record.
- 4.2. The Grant Activities must be started as soon as possible and in any event within 12 months of the date of the Award Letter, unless otherwise stated within the Award Letter.
- 4.3. You must ensure that:
  - a) the Grant is used only for the Grant Activities; and

**Wellcome Trust, 215 Euston Road, London NW1 2BE, UK T +44 (0)20 7611 8888, F +44 (0)20 7611 8545 [wellcome.org](http://wellcome.org)**

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- b) the Grant Activities are supported by adequate and appropriate resources and facilities throughout the Grant Period.
- 4.4. You must tell us at once if you anticipate a significant change to the scope or management of the Grant Activities, or if there are any factors that may adversely affect the Grant Activities or compliance with the Terms and Conditions. This includes:
- a) suspicion of or actual fraud, corruption, breach of relevant financial sanctions laws or financial impropriety;
  - b) any change to your or the Grantholder's status, or the status of any other Participant (if you have been informed), including suspension from duty or dismissal due to research misconduct, bullying, harassment abuse or harm;
  - c) if the Grantholder moves organisation during the Grant Period; and/or
  - d) any adverse clinical effect involving human participants.
- 4.5. You and the Grantholder are responsible for ensuring that we are sent progress reports and an [end of grant report](#) as we require.
- 4.6. You must send us financial reports as set out in the Award Letter or as we request, and the Final Expenditure Report within three months of the Grant end date.

## **5. Audit and financial administration**

- 5.1. You must ensure that you have in place appropriate policies and procedures, and audit and control arrangements, including those for monitoring and preventing fraud, tax evasion, bribery, breach of relevant financial sanctions laws, or any other improper practices, and that the Grant expenditure is controlled in accordance with these arrangements.
- 5.2. You must account for all income and expenditure related to the Grant through a separate cost centre.
- 5.3. You must hold a bank account in the currency specified in the Award Letter with a bank that is acceptable to us and tell us of any changes to these details during the Grant Period.
- 5.4. You must allow us, at our expense and on reasonable notice, to audit your accounts, records, systems and facilities in relation to the Grant.
- 5.5. You must give reasonable assistance to us in complying with our legal requirements relating to accounts, audit or examination of accounts, annual reports and annual returns.
- 5.6. You must keep all invoices, receipts, accounts and other relevant documents relating to the Grant in accordance with your data retention policy, and at a minimum for three years after the Grant end date, and provide these to us if we ask you for them.
- 5.7. You must ensure that you are able to audit the Grant Activities of any Participant or Organisation in such a way that you are able to comply with your obligations to us.
- 5.8. We will hold back 10% of the Grant until we have received the Final Expenditure Report.
- 5.9. You must repay to us:
- a) any part of the Grant that has not been spent when the Grant Activities have been completed; and
  - b) any part of the Grant used in breach of the Terms and Conditions.
- 5.10. You will be responsible for:

- a) any expenditure on the Grant Activities which exceeds the amount of the Grant;
- b) any costs arising from any organisational restructuring carried out by you which affects the Grant Activities.
- c) any expenditure incurred on the Grant Activities outside of the formal Grant Period.

## **6. Equipment**

- 6.1. You must ensure that any equipment funded by the Grant is purchased in accordance with your procurement procedures in a manner that delivers value for money, is used for the Grant Activities, and is adequately maintained and insured for all appropriate risks.
- 6.2. You must ask for our written permission to use the equipment for any other purpose. Additionally, if you wish to charge for, hire out, lend, sell or gift equipment purchased in part or fully from Wellcome funds, you must ask for our written permission if it has (i) a useful remaining life of more than one year at that point; and (ii) a purchase price in excess of £10,000 or equivalent in local currency.

## **7. Publication and publicity**

- 7.1 In order to maximise public benefit, the outcomes of the Grant must be published, or otherwise disseminated in an appropriate form, as freely and widely as possible.
- 7.2 All publications relating to the Grant must acknowledge our contribution, in accordance with our [Research Publication Acknowledgement](#) requirements, and must include our grant reference number.
- 7.3 Wellcome logos (where appropriate) and the words 'Funded by Wellcome' must be used on websites, presentations, paperwork or promotional materials using outputs from the Grant Activities. You can download them from our website: [wellcome.org/grant-funding/guidance/logo-usage](http://wellcome.org/grant-funding/guidance/logo-usage)
- 7.4 Our [Media Office](#) must be consulted at least ten working days before the release of any press statement about the Grant.
- 7.5 You must also contact our Media Office immediately if you become aware of anything related to the Grant that may have an adverse reputational impact on you, us, the Grantholder, a Participant, or an Organisation.

## **8. Liability**

We do not accept any responsibility for financial or other liability incurred by you, any Organisation, or any Participant that may arise out of the Grant Activities.

## **9. Variation, termination, and breaches**

- 9.1. We reserve the right to amend these Grant Conditions, our Grant funding policies, and the terms of the Award Letter at any time. We will publish on our website any changes to these Grant Conditions or our Grant funding policies. Once published, any changes will apply to the Grant.
- 9.2. Where there is any conflict between these Grant Conditions and the Award Letter, the provisions of the Award Letter will take precedence.
- 9.3. We reserve the right to terminate the Grant at any time. If we do this, we will set out our reasons to you in writing at least one month in advance. However, we reserve the right to terminate the Grant without this notice period in exceptional circumstances. Where possible, we will endeavour to work with you to come a suitable arrangement for closure of the Grant (including minimising the impact on any staff employed on the Grant).

9.4 You can find more information on what happens if you do not comply with Wellcome's terms and conditions in our policy [here](#).

## 10. Governing law and jurisdiction

These Grant Conditions shall be governed by and interpreted in accordance with the law of England and Wales and any disputes in connection with these Grant Conditions shall be governed exclusively by the courts of England and Wales.

## 11. Definitions

Award Letter	the letter from us confirming the award of the Grant and giving details of the Grant Activities
Final Expenditure Report	a form completed by you that sets out: 1) a comparison of i) your actual expenditure on the Grant during the Grant Period and ii) the total amount awarded by us in respect of the Grant; and 2) any further information that we request from you
Grant	the grant described in the Award Letter
Grant Activities	the activities funded by the Grant as described in the Award Letter and outlined in the Grant application
Grant Conditions	the conditions set out in this document
Grant Period	the period of the Grant set out in the Award Letter, beginning on the start date as confirmed to us by you
Grantholder	the 'Lead Applicant' as identified in the Grant application and as specified in the Award Letter
Organisation	any university, institution, research council or other organisation (other than you) at which the Grant Activities are carried out and/or to which Grant monies are received
Participant	any person or third party working in any capacity on the Grant Activities or providing access to proprietary materials (including background IP)
Researchfish	the third party research reporting platform that we use
Terms and Conditions	the terms and conditions on which the Grant is made, comprising these Grant Conditions, the Award Letter and our Grant funding policies as set out on our website and updated from time to time
us, we and our	the Wellcome Trust (a charity registered in England with number 210183), acting through its trustee, The Wellcome Trust Limited (a company registered in England with number 2711000)
you/your	the university, institution, research council or other organisation that has principal responsibility for administering the Grant, as identified in the Grant application and as specified in the Award Letter

### 13. List of grant funding policies

Policy	Description
<a href="#">Bullying, harassment, abuse and harm policy</a>	What we expect from the people and organisations we fund, why we ask to be informed and what we do with this information, sanctions and handling allegations.
<a href="#">Conflicts of interest policy: Wellcome-funded researchers and commercial organisations</a>	Our policy, how researchers and organisations must identify and manage any potential conflicts of interest, compliance, breaches of our policy and sanctions.
<a href="#">International sanctions</a>	Researchers must tell us if they think that international sanctions will affect their grant. We can then decide whether we are able to fund them while also complying with international sanctions.
<a href="#">Environmental Sustainability</a>	This policy sets out our expectations for organisations and researchers receiving Wellcome funding to follow sustainable research practices.
<a href="#">Equity, diversity and inclusion policy</a>	Definitions, what we expect of the organisations we fund and when and how we expect to be notified of allegations of discrimination.
<a href="#">Research misconduct</a>	Responsibilities of organisations, sanctions and handling allegations.
<a href="#">Researchers funded by the tobacco industry</a>	Why we don't support researchers funded by the tobacco industry.
<a href="#">Overheads policy</a>	When researchers can ask for overheads and what costs are included.