



ELFT Charity

Grants Terms & Conditions

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1	28/12/22	Forhad Ahmed	Draft version	Initial Draft version in line with the Trusts Complaints Policy
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**ELFT CHARITY
GRANT TERMS AND CONDITIONS**

1. Definitions

Award Letter	The grant award letter from East London NHS Foundation Trust Charity containing the offer and details of the Grant including the financial award broken down under different budget headings.
Charity	East London NHS Foundation Trust Charity, a registered charity number 1198337 of Robert Dolan House, Trust Headquarters, 9 Alie Street, London E1 8DE
Grant	The funding described in the Award Letter
Grantholder	The lead applicant as specified in the Award Letter
Grant Activities	The research and investigation and/or healthcare improvement project funded by the Grant
Intellectual Property	The Results and ideas, processes or products arising out of the Grant Activities likely to be of potential medical, scientific, commercial or other value
Organisation	East London NHS Foundation Trust or other entity at which some or all of the Grant Activities will be carried out, as named in the Award Letter
Results	All invention, discoveries, materials (Including biological and chemical materials), technologies, products, data, algorithms, software, patents, databases, copyright, other intellectual property and know-how arising from Grant Activities

2. General

2.1 These Grant Terms and Conditions together with the Award Letter set out the terms and conditions upon which the Charity makes the Grant to the Organisation and the Grant holder. To the extent of any inconsistency between the Grant Terms and Conditions and the Award Letter, the Award Letter takes precedence.

2.2 For the purposes of management and control, the legal and formal responsibility to honour the terms of the Grant lie with the Organisation. However, the responsibility for compliance with the day-to-day delivery of the project for which the grant is awarded, and reporting, rests with the named Grant holder.

2.3 The Organisation and Grant holder must ensure that all individuals comply with these Grant Terms and Conditions.

2.4 The Charity does not act as an employer with respect to the Grant, and therefore in all cases where support is provided by the Grant for the employment of staff, or the Organisation otherwise employs staff for the purposes of the research funded by the Grant, the Organisation undertakes to issue a contract of employment (between it and the individual) that is in compliance with relevant laws and regulations.

2.5 It is the responsibility of the Organisation and the Grant holder to ensure that the Grant is spent solely for the purposes set out in, and in accordance with the application submitted for the Grant and in accordance with any additional conditions detailed in the Award Letter and these terms and conditions and to ensure that the Grant is spent in accordance with the conditions and to ensure that the Grant is spent in accordance with the Organisation's purposes as set out in its governing documents. If any of the Grant is used other than in accordance with this clause, the Organisation shall immediately inform the Charity in writing and repay all the misspent monies.

2.6 The Charity reserves the right to change these Grant Terms and Conditions at any time and with immediate effect. A current version of the Grant Terms and Conditions is available on request.

3. Administration

3.1 The Grant holder must formally accept the Grant in the manner set out in the Award Letter, whereupon both the Grant holder and Organisation will be deemed to have accepted the Grant Terms and Conditions. No payments will be made by the Charity unless and until the Grant has been accepted.

3.2 By accepting the Grant, the Grant holder signifies that they agree with the Grant Terms and Conditions and any specific stipulations detailed in the Award Letter or subsequently agreed in writing. By accepting the Grant, the Grant holder confirms that the information contained in the application and related correspondence with the Charity was submitted to the Charity in good faith and contains no incorrect or deliberately misleading information. If the Charity is given cause reasonably to believe that the Organisation and/or the Grant holder has not complied with this requirement, this may be a ground for termination of the Grant at clause 11.

3.3 A Grant will be activated upon the submission of the first grant payment request by the Grant holder. Grants should be activated within 1 month of the date of the Award Letter. If the Grant has not been activated within these timeframes, The Charity reserves the right to withdraw the offer of the Grant, unless an extension has been approved.

3.4 The Charity stipulates that application to the Ethics Committee (if required) is initiated within six weeks of the date of the Award Letter to avoid major delays in commencing the project.

3.5 The Charity should be advised by the Organisation or Grant holder at any point during the lifetime of the Grant if there are any substantive delays in the grant time frame and the reasons for this.

3.6 Failure to comply with clauses 3.3, 3.4 and 3.5 may be a ground for termination of the Grant at clause 11.

4. Financial Administration

4.1 The maximum level of the Grant is that stated in the Award Letter. For the avoidance of doubt, the Grant is cash-limited.

4.2 The Organisation must ensure that all expenditure relating to a grant award can be evidenced.

4.3 Claims for reimbursement should be submitted in arrears for actual expenditure incurred by the Organisation with proof of expenditure. No payments will be made until the Grant has been accepted.

4.4 The Charity acknowledges that grant payment requests will be sent via the Organisation's standard invoicing system. As a grant payment request does not represent payment for goods or services received it should state "This is a grant draw down request for grant (ref number)".

4.5 A Grant will be closed and any remaining balances written off six months after the scheduled end date of the Grant unless an extension is approved in advance.

4.6 Viring of funds between budget headings (as detailed in the Award Letter) is permitted without the need to refer to The Charity provided that the amount vired does not exceed 10% of the total grant. Virements above this level must be approved in advance by The Charity.

4.7 Equipment funded by the Grant is awarded to the Organisation and remains the property of the Organisation and must not be removed. The responsibility for ongoing costs e.g. maintenance, insurance and running costs lies with the Organisation.

4.8 The control of expenditure under the Grant must be governed by the normal standards and procedures of the Organisation and must be covered by the formal audit arrangements that exist there.

4.9 The Charity reserves the right to audit the finances of the Organisation in relation to the Grant at any time, either by itself or by a representative. The Organisation shall cooperate fully with the audit, allowing access to all financial records (including but not limited to, records of Grant money received, disbursed, original invoices, VAT records) and permit the copying of relevant documents.

5. Public Benefit

5.1 The Organisation must ensure that The Charity is not put at risk of breaching UK charity laws or regulations because of any relationship between a third party and Organisation, the Grant holder or other personnel working on the Grant. The Organisation must ensure that the Grant, the activities undertaken as part of the Grant, and results arising from the Grant are applied for public benefit, and that any private benefit is only incidental and is not excessive.

8. Intellectual Property

8.1 The Charity requires that the Organisation will use all reasonable endeavours to protect and exploit the Intellectual Property arising from work done pursuant to a Grant and has in place strategies and procedures for the identification, protection and management of Intellectual

Property, full details of which have been provided to The Charity and with which the Organisation must comply.

8.2 The rights to Intellectual Property generated during the course of the grant belong to the Organisation who will ensure, at its own cost, full protection of such Intellectual Property where appropriate.

8.3 The Organisation shall notify The Charity in writing (which may be in one of the reports referred to below), providing details of the steps which the Organisation will take to protect the Intellectual Property and shall keep The Charity regularly updated on the progress of such protection.

8.4 No rights to any Intellectual Property arising from the work conducted pursuant to the Grant may be assigned or licensed (formally or informally, expressly or impliedly, in whole or in part) without The Charity's written consent, which shall not be unreasonably withheld. The Organisation agrees that The Charity shall be entitled to withhold consent until the Organisation has entered into an appropriate revenue sharing agreement with The Charity which shall reflect The Charity's contribution to the development of the Intellectual Property.

8.5 If, in the reasonable opinion of The Charity, supported by an opinion from The Charity's independent lawyers or advisers, the Organisation is not taking all reasonable steps to appropriately protect Intellectual Property, the Organisation must either take such reasonable protective steps as are recommended by The Charity's independent lawyers or advisers or must execute an assignment of the Intellectual property in question to The Charity (or its nominee) for nominal consideration in good time for The Charity to take the recommended steps. The Organisation shall reasonably cooperate with The Charity (or its nominee) in relation to the protection of such assigned Intellectual Property by The Charity (or its nominee).

9 Reporting and Evaluation

9.1 Progress reports will be requested annually during the life of the Grant and at the end of the grant. Output and impact reports may be requested for up to 1 year after the end of the Grant. The Grant holder will be contacted with instructions on how to complete these reports and are responsible for ensuring that they are submitted on time. Failure to do so may result in a delay in or withholding of payment.

9.2 The Grant holders and the Organisation shall provide additional reasonable reports as requested.

9.3 Grant holders who fail to comply with these reporting requirements will be barred from applying for further grants from the Charity.

10 Dissemination, Acknowledgements and Publicity

10.1 The Organisation shall ensure that Results are published or disseminated promptly in an appropriate format.

10.2 All published Results, including publications and presentations, must acknowledge The Charity's contribution to the work. The Grant holder must inform the Charity within 2 weeks when Charity-funded Results are accepted for publication and provide a copy of the accepted manuscript.

10.3 Buildings and equipment funded by The Charity must display Charity-approved branding.

10.4 The Charity is likely to use material from the Grant for publicity purposes. The Grant holder and Organisation are expected to agree to and assist with any reasonable requests from The Charity to disseminate or publicise the Grants' progress and Results.

10.5 The Grant holder and Research Personnel funded by the Grant are expected to comply with all reasonable requests to promote the Charity and its charitable objects (including but not limited to), media activity, by attending or speaking at events and/or providing images and copy for Charity publications.

10.6 The Organisation will also cooperate with requests in relation to publicity and fundraising activity for the Charity.

10.7 The Grant holder and Organisation must contact the Charity before making any public announcements regarding the Grant Activities or Results.

10.8 The Grant holder and Organisation must comply with any guidelines for branding, communications and engagement that the Charity may issue from time to time. Approval to use The Charity's name and/or logo must be sought in advance.

11. Termination

11.1 The Charity reserves the right to terminate the Grant at any time. Where practicable the Charity will give the Grant holder 28 days' notice and reasons for termination in writing, but the Charity is not obliged to do so and may terminate the Grant with immediate effect. Grant monies already paid to the Organisation must promptly be returned to the Charity, save for any expenditure properly and necessarily incurred in work done pursuant to the Grant up to the date of termination (which for the avoidance of doubt, shall not include any costs relating to redundancy payments to staff working on the funded project).

11.2 The following clauses of these grant terms and conditions shall continue to apply after termination of the Grant: 2.4, 2.5, 4, 6.2.3, 6.2.4, 7, 8, 9, 10, 12, 16.

12. Liability and Indemnity

12.1 The Charity relies on the Organisation to ensure that the Grant Activities are carried out in accordance with best practice to avoid damage, loss or injury to persons or property. The Organisation will also ensure that Results are properly validated prior to publication. The Charity accepts no responsibility for costs incurred other than those set out in the Award Letter, nor any liability for any accident, injury or loss sustained by any person in connection with the Grant Activities or publication of Results.

12.2 By accepting the Grant, the Organisation agrees to indemnify the Charity against any costs, claims or liabilities (including legal costs) suffered or incurred by the Charity as a result of any action, claim or complaint brought against the Charity in connection with or arising from any of the Grant Activities or the publication of results.

13. Entire Agreement

These Terms and Conditions, together with the Award Letter and other documents referred to therein, represent the entire agreement and understanding between the parties in relation to the Grant arrangements and work carried out under the Grant and will supersede all arrangements or agreements (if any) relating thereto that may have been previously entered into or made between the parties, except in respect of any fraudulent misrepresentation made by either party.

14. Legal Relationship

Nothing in this agreement shall be construed to constitute either party the partner, joint venture partner, agent or employee of the other party and, except as expressly provided in this agreement, neither party by virtue of this agreement has authority to transact any business in the name of the other party or on its behalf or incur any liability for or on behalf of the other party.

15. Rights of Third Parties

Unless the right of enforcement is expressly granted, it is not intended that a third party should have the right to enforce a provision of this agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

16. Law

This agreement shall be governed by and construed in accordance with English law and the parties irrevocably agree that the English Courts shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this agreement.