

COND/12/14 (updated November 2014)

**Conditions under which The Hub Grant at Wellcome Collection is Awarded (COND/12/14)**

These Conditions, together with the Award Letter and the Licence to Occupy, set out the terms and conditions under which the Grant is made by the Trust. The Administering Party must ensure that the Grantholder and Participants and others supported by the Grant are made aware of and comply with these Conditions, the Award Letter and the Licence to Occupy. Definitions can be found at clause 14.

1. **Employment** 
   1. The Trust does not act as an employer with respect to the Grant, and therefore since the Trust is providing support under the Grant for the employment of staff, the Administering Party shall ensure that a contract of employment or other appointment is issued to such staff and Participants that is in compliance with relevant laws and regulations.
   2. The Administering Party shall ensure that all Participants are engaged upon terms which are consistent with these conditions.
2. **Activation of the Grant** 
   1. Payments will not be made on the Grant until the Administering Party has formally accepted the Grant and the conditions under which the Grant is awarded and has activated the Grant. (The Award Letter contains further details about how to do this).
   2. The Grant should be activated by the proposed date of occupation at The Hub space referred to in the Award Letter. The Grant will only be activated once the Administering Party, Grantholder and the Participants have agreed to the Licence to Occupy for The Hub space with the Trust and to comply with the obligations under the Licence to Occupy.
3. **The Project and The Hub space**
   1. The Administering Party, the Grantholder and the Participants shall (i) use the Grant exclusively for the purposes of the Project at The Hub space as detailed in the Application and the Award Letter and (ii) only use The Hub space and equipment provided for the sole purpose of undertaking the Project.
   2. The Grantholder and the Participants shall carry out and complete the Project with reasonable skill and care, in accordance with all applicable laws and regulations and in accordance with the Award Letter and these Conditions. The Grantholder must inform the Trust as soon as practicable of any significant divergence from the original aims and directions of the activities funded by the Grant.
   3. The Grantholder shall complete the Project within the Grant Period unless they obtain the prior written consent of the Trust to an extension to this period.
   4. The Grantholder and the Participants are encouraged to make use of Wellcome Collection, the Wellcome Library and Wellcome Images for the furtherance of their Project.
   5. The Grantholder and the Participants shall comply with all safety, working practices and environmental guidelines and policies notified by the Trust to the Grantholder from time to time and shall have regard to any guidelines issued by the Trust from time to time.
4. **Results** 
   1. The Grantholder shall disseminate the Results to as wide and as suitable a public audience as possible. The Results must be disseminated as soon as possible, but in any event, within six months of the end of the Grant Period unless otherwise stated in the Award Letter. Unless otherwise agreed by the Trust, the costs of dissemination of the Results shall be included within the amount of the Grant.
   2. The Grantholder shall provide the Trust a copy of all Results within 3 months after the end of the Grant Period unless otherwise stated in the Award Letter.
   3. If the Grantholder does not manage the Results to the reasonable satisfaction of the Trust, then the Trust shall have the right, but not a duty, to manage the Results. Unless the Trust reasonably considers that the opportunity to manage the Results for the public benefit could be lost and more immediate action is required, such right shall only be exercised six months after the Trust has given the Grantholder notice in writing that they are failing to manage the Results to the Trust’s satisfaction. The Administering Party and the Grantholder agree to do and will ensure that their employees, students, all third parties acting on their behalf and all Participants do, all acts required to assist the Trust in such management.
   4. If any outputs funded by the Grant could be reasonably perceived as having an educational benefit, such findings must be presented to the National STEM Centre and be made available for use in an appropriate form as soon as possible and in any event by the submission of the End of Grant Report.
   5. In the event that the outputs of the Grant include an original research publication, the following condition will apply. All original research which is published as an article in a peer-reviewed journal, or as a scholarly monograph or book chapter, and is supported in whole or in part by the Grant, must be made available from Europe PubMed Central as soon as possible, and in any event within six months of publication, in line with the Trust’s Open Access policy: http://www.wellcome.ac.uk/About-us/Policy/Spotlight-issues/Open-access/index.htm. See clause 8.5 below concerning the retention of funds.
   6. Where clause 4.5 applies, the Trust’s contributions must be acknowledged in all publications according to the Trust’s Guidance for Research Publication Acknowledgement Practice: http://www.wellcome.ac.uk/Managing-a-grant/End-of-a-grant/WTD037950.htm.
5. **Exploitation** 
   1. The Administering Party must ensure that it, the Grantholder and the Participants do not Exploit the Results without the prior written consent of the Trust.
   2. The Trust’s consent referred to in clause 5.1 may be refused in its absolute discretion or granted subject to conditions. Such conditions may require that the Trust takes a share of any financial benefits arising from such exploitation.
6. **Publicity** 
   1. The Grantholder shall ensure that the Trust’s contribution to the Project is suitably acknowledged in any dissemination of the Results and in all publications and publicity concerning the Project or the Grant as follows: “Supported by the Wellcome Trust”.
   2. The Administering Party and the Grantholder are encouraged to use the Trust’s name or where appropriate, The Hub space name, in relation to the Project. Should you require the use of the Trust’s logo, you should contact the Trust to discuss this. However, the Trust, The Hub space and any of the Trust’s other names and logos (for example Wellcome Collection or Wellcome Library) may not be used without the Trust’s prior written consent.
   3. The Administering Party and the Grantholder (as applicable) shall consult with the Trust’s media office on all publicity, promotional activity and press statements that may be issued about the Grant, the Project, or the Results.
   4. The Trust may make public the purpose and amount of the Grant in whatever way it thinks fit. The Administering Party and Grantholder (as applicable) shall co-operate with the Trust to effect such publicity.
   5. In carrying out the Project, the Administering Party and Grantholder shall not (and shall ensure that the Participants do not) do or fail to do anything which may damage or have a detrimental effect upon the name and good standing of the Trust.
   6. The Grantholder is encouraged to make use of the Wellcome Library and Wellcome Images for the dissemination of the Results.
7. **Reports and Evaluation** 
   1. The Principal Applicant shall submit annual reports on the progress of the Project to the Trust and as otherwise required by the Trust to monitor the overall progress of the Project. The Administering Party shall submit Spend Reports to the Trust as required by the Trust.
   2. The Principal Applicant shall submit an End of Grant Report to the Trust within three months of the end of the Grant Period or as otherwise required by the Trust. The Administering Party shall submit an End of Grant Spend Report to the Trust within three months of the end of the Grant Period or as otherwise required by the Trust.
   3. In the event that submission of the End of Grant Report is delayed, further applications for Trust funding from the Grantholder will not be accepted until the End of Grant Report has been received, unless the Trust agrees otherwise.
   4. Unless the Trust agrees otherwise, the Grantholder shall be responsible for the management, evaluation, monitoring and control of the Project and the Results and for the performance of all Participants. The Administering Party shall be responsible for any payments due to the Participants. If the Trust chooses to evaluate the progress of the Project and the Results, the Grantholder and the Administering Party shall provide the Trust with reasonable assistance for this purpose.
8. **Financial Arrangements** 
   1. The Administering Party must ensure that adequate and appropriate resources are provided to support the activities described in the Application and the Award Letter.
   2. Payments to the Administering Party will normally be made quarterly in arrears on the basis of expenditure information received. Where other payment arrangements apply, these will be detailed in the Award Letter.
   3. Payments of Grant monies to the Administering Party will only be made if the Trust is satisfied with the reports it receives on the progress of the Project and that the Project is proceeding in accordance with the Application, the Award Letter and these Conditions.
   4. All expenditure for non-salary costs e.g. the Operational Budget relating to The Hub space will be administered by the Hub Partnership Manager through the Operational Budget. The Grantholder will be expected to co-operate with the Hub Partnership Manager. The Grantholder will submit in advance (i) any request to adjust the Operational Budget throughout the Grant Period and (ii) quarterly cash-flow forecasts to the Hub Partnership Manager.
   5. The Administering Party and Grantholder shall not be permitted to transfer unused salary costs or any other costs agreed in the Award Letter into the Operational Budget, without the Trust’s prior written consent.
   6. The Trust shall have the right to seek reimbursement in the event of an overpayment in relation to any Trust grant made to the Administering Party, including by setting such overpayment off against payments due under other Trust grants to the Administering Party. The Trust shall also have the right to suspend payments to the Administering Party where it is concerned about an aspect of any Spend Report or any End of Grant Spend Report or in the event of non-delivery of a Spend Report or an End of Grant Spend Report.
   7. The Administering Party must hold a bank account in the currency specified in the Award Letter and must notify the Trust of any changes to its bank account details.
   8. The Administering Party must submit Spend Reports and End of Grant Spend Reports as required by the Trust and in the currency specified in the Award Letter. Where other reporting arrangements apply, these will be detailed in the Award Letter.
   9. The Trust will retain 10% of the total award (minus any monies referred to in clause 8.4) until (a) an End of Grant Spend Report and an End of Grant Report have been completed and returned to the Trust, and (b) research papers supported in whole or in part by the Grant have been confirmed to be compliant with the Trust’s Open Access policy as set out in clause 4.4 and 4.5, unless the Trust agrees otherwise.
9. **Audit** 
   1. Where the Administering Party is an organisation, the control of expenditure to be funded under the Grant must be governed by its normal standards and procedures and formal audit arrangements. This should include standards and procedures for maintaining an appropriate anti-fraud and corruption control environment.
   2. The Trust shall have the right to request from the Administering Party or the Grantholder, at any time, any financial information in respect of the Grant or the activities it funds; and/or to ask for confirmation from the external auditors of the Administering Party (if applicable), that the external auditors have signed their opinion on the annual accounts of the Administering Party without qualification; and the management letter from the auditors raises no matters that did or could significantly affect the administration of grants awarded by the Trust. If the auditors have raised any such matters in their management letter, the Trust may require the Administering Party to provide it with relevant extracts from the letter.
   3. The Administering Party and the Grantholder must provide access to accounting and other records relating to the Grant and the activities funded by it for auditors and other personnel from or appointed by the Trust at any time (at the Trust’s expense), if requested. Such access must include the right to inspect the progress of the Project and the Results. Where elements of expenditure or work under the Grant have been subcontracted, the Administering Party and the Grantholder should ensure that the right of access extends to the accounts, records, equipment and facilities of any such subcontractor.
   4. The Trust shall have the right, at its discretion and expense, to audit (directly or via third parties engaged by it) the Grant, income and expenditure in relation to the activities funded by the Grant and/or the systems used by the Administering Party to administer Trust grants at any time.
   5. The Administering Party should maintain a separate accounting cost code specific to the Grant, and all costs and income properly relating to the Grant should be accounted for through that cost code. The Administering Party should ensure that appropriate records are kept to support the entries made on the cost code.
10. **Third Party Funding** 
    1. The Grantholder, the Administering Party and the Participants must not accept (and must not have accepted) any third party funding for the Project, without the prior written consent of the Trust.
11. **Termination and Repayment of the Grant** 
    1. The Trust reserves the right to terminate the Grant on notice with immediate effect.
    2. If the Grantholder completes the Project without spending the full amount of the Grant, the Administering Party shall repay all unspent sums to the Trust and the Trust shall not be obliged to make any further payments in respect of the Grant. If any amount of the Grant is not used in accordance with the conditions under which the Grant is awarded, the Administering Party agrees to repay such amount promptly to the Trust.
12. **Limitation of liability**
    1. The Trust accepts no responsibility, financial or otherwise, for expenditure (or liabilities arising out of such expenditure) or liabilities arising out of the activities funded by the Grant.
    2. The Trust will not indemnify the Administering Party, any Grantholder, the Participants or any other person working on the Grant (including employees, students, visiting fellows and subcontractors) against any claims for compensation or against any other claims (whether under any statute or regulation or at common law) for which the Administering Party may be liable as an employer or otherwise or for which any such person may be liable.
13. **General** 
    1. The Administering Party and Grantholder shall obtain all consents, permissions, licences and approvals necessary to fulfil their obligations in respect of, and to give full effect to, the Application, the Award Letter and these Conditions. The Administering Party and Grantholder shall also provide all such assistance and information, execute all such documents and do all such things as the Trust may require for these purposes.
    2. For the avoidance of doubt, the award of the Grant is not a contract for services.
    3. The Grantholder and the Administering Party shall disclose any actual or potential conflict of interest that may arise in relation to the Grant to the Trust.
    4. The Grantholder shall inform the Trust as soon as practicable of any material changes (including to the Application) that might affect the activities funded under the Grant (for example, the Grantholder takes up a post in another organisation).
    5. The Trust reserves the right to amend these Conditions and any terms and conditions in the Award Letter. Any change to these Conditions will be notified on the Trust’s website.
    6. In the event of any conflict between the provisions of these Conditions as amended from time to time, and of the Award Letter, the provisions of the Award Letter will take precedence.
    7. The Administering Party (or the Grantholder if appropriate) shall inform the Trust without delay if the Administering Party or the Grantholder goes into administration, receivership, liquidation or bankruptcy, or if there is any change to the status or ownership of the Administering Party or the Grantholder that might affect their ability to comply with these Conditions.
    8. These Conditions shall be governed by and construed in accordance with English law and any disputes in connection with these Conditions shall be governed exclusively by the courts of England.
14. **Definitions**

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

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

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

**Conditions** means the ‘Conditions under which the Hub Grant at Wellcome Collection is Awarded COND/12/14’.

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

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

1) a comparison of i) actual expenditure by the Administering Party during the Grant Period on the Grant and ii) the total amount awarded by the Trust in respect of the Grant;

2) an explanation for any variances between 1i) and 1ii) above as requested by the Trust; and

3) any further information that the Trust requests from the Administering Party.

**Europe PubMed Central** means a European counterpart of PubMed Central developed by the Trust and various funding partners.

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

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

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

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

**Hub Partnership Manager** means the individual appointed by the Trust to offer support to the Project and oversee The Hub space.

**Hub Space** means the space called “The Hub at Wellcome Collection” located on the fifth floor of Wellcome Collection at 183 Euston Road, London NW1 2BE and identified in plans appended to the Licence to Occupy.

**Licence to Occupy** means an agreement between the Trust and the Administering Party permitting the Participants to occupy The Hub space.

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

**Operational Budget**  means the budget agreed in the Award Letter for the overheads, equipment, utilities and other non-salary expenditure towards the running of The Hub space and administered by the Hub Partnership Manager.

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

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

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

**PubMed Central** means a free digital archive of biomedical and life science journal literature operated by the National Center for Biotechnology Information, a division of the U.S. National Library of Medicine.

**Results** means the outputs and the intellectual property rights therein created as a result of the Grant.

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

1) a comparison of i) actual expenditure by the Administering Party during a particular period on a particular Trust grant or where appropriate, on all active Trust grants held by an Administering Party and ii) the amount paid by the Trust during that period in respect of that grant or where appropriate, in respect of all active Trust grants held by an Administering Party;

2) an explanation for any variances between 1i) and 1ii) above as requested by the Trust; and

3) any further information that the Trust requests from the Administering Party.

**Trust** means 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).

**THE WELLCOME TRUST**

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