



COND/06/21

## **Conditions under which The Hub Grant at Wellcome Collection is Awarded (COND/06/21)**

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 Wellcome 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**

- 1.1. The Wellcome Trust does not act as an employer with respect to the Grant. Since the Wellcome Trust is providing support under the Grant for the employment of staff, it is the responsibility of the Administering Party to issue contracts of employment or other appointment to such staff and Participants, and to comply with any relevant employment law and regulation, including its duty of care as an employer.
- 1.2. The Administering Party shall ensure that all Participants are engaged upon terms which are consistent with these Conditions.
- 1.3. If the Administering Party sub-awards any part of the Grant, the Administering Party remains accountable to the Wellcome Trust for the conduct of the Project and the use and financial management of the Grant. The Administering Party should carry out appropriate due diligence on, and put in place written terms and conditions with, the relevant Participant to enable the Administering Party to comply with its obligations to the Wellcome Trust under the Terms and Conditions.

### **2. Activation of the Grant**

- 2.1. 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).
- 2.2. The Grant must 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 Wellcome Trust and to comply with the obligations under the Licence to Occupy.

**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)**

The Wellcome Trust is a charity registered in England and Wales, no. 210183. Its sole trustee is The Wellcome Trust Limited, a company registered in England and Wales, no. 2711000 (whose registered office is at 215 Euston Road, London NW1 2BE, UK).

### **3. The Project and The Hub space**

- 3.1. 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.
- 3.2. 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 Wellcome Trust as soon as practicable if they anticipate any significant divergence from the original aims and directions of the activities funded by the Grant.
- 3.3. The Grantholder shall complete the Project within the Grant Period unless they obtain the prior written consent of the Wellcome Trust to an extension to this period.
- 3.4. The Grantholder and the Participants are encouraged to make use of the Wellcome Collection for the furtherance of their Project.
- 3.5. The Grantholder and the Participants shall comply with all safety, working practices and environmental guidelines and policies notified by the Wellcome Trust to the Grantholder from time to time and shall have regard to any guidelines issued by the Wellcome Trust from time to time.

### **4. Results**

- 4.1. 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 Wellcome Trust, the costs of dissemination of the Results shall be included within the amount of the Grant.
- 4.2. The Grantholder shall provide the Wellcome Trust a copy of all Results within 3 months after the end of the Grant Period unless otherwise stated in the Award Letter.
- 4.3. If the Grantholder does not manage the Results to the reasonable satisfaction of the Wellcome Trust, then the Wellcome Trust shall have the right, but not a duty, to manage the Results. Unless the Wellcome 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 Wellcome Trust has given the Grantholder notice in writing that they are failing to manage the Results to the Wellcome 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 Wellcome Trust in such management.
- 4.4. 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.

4.5. In the event that the outputs of the Grant include an original research publication, the following conditions will apply:

4.5.1. All original research supported in whole or in part by the Grant must be made available from Europe PubMed Central as follows:

- a) peer-reviewed journal articles – immediately upon final publication
- b) scholarly monographs and book chapters – as soon as possible and no later than six months from the date of final publication.

Please refer to our [Open Access policy](#) for more details.

4.5.2. All publications relating to the Grant must acknowledge the Wellcome Trust's contribution, in accordance with the Wellcome Trust's [Research Publication Acknowledgement](#) requirements, and must include the Wellcome Trust grant reference number.

4.5.3. You hereby grant a CC-BY Public Copyright Licence to all future Author Accepted Manuscripts (AAMs). If you allow others to own copyright in AAMs, you must ensure they grant such a licence.

4.5.4. All submissions of original research to peer-reviewed journals must contain the following statement:

“This research was funded in whole or in part by the Wellcome Trust [Grant number]. For the purpose of open access, the author has applied a CC-BY public copyright licence to any author accepted manuscript version arising from this submission.”

## **5. Exploitation**

5.1. The Administering Party must ensure that it, the Grantholder and the Participants do not Exploit the Results without the prior written consent of the Wellcome Trust.

5.2. The Wellcome 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 Wellcome Trust takes a share of any financial benefits arising from such exploitation.

## **6. Publicity**

6.1. The Grantholder shall ensure that the Wellcome 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”.

6.2. The Administering Party and the Grantholder are encouraged to use the Wellcome Trust's name or, where appropriate, The Hub space name in relation to the Project. Should you require the use of the Wellcome Trust's logo, you must contact the Wellcome Trust to discuss this. However, the Wellcome Trust, The Hub space and any of the Wellcome Trust's other names and logos (for example Wellcome Collection) may not be used without the Wellcome Trust's prior written consent.

- 6.3. The Administering Party and the Grantholder (as applicable) shall consult with the Wellcome Trust's media office on all publicity, promotional activity and press statements that may be issued about the Grant, the Project, or the Results.
- 6.4. The Wellcome 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 Wellcome Trust to effect such publicity.
- 6.5. 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 Wellcome Trust.
- 6.6. The Grantholder must contact the Wellcome Trust's media office immediately if they become aware of anything related to the Grant that may have an adverse reputational impact on them, the Wellcome Trust, a Participant, or the Administering Party.
- 6.7. The Grantholder is encouraged to make use of the Wellcome Collection for the dissemination of the Results.

## **7. Reports and Evaluation**

- 7.1. The Grantholder shall submit annual reports on the progress of the Project to the Wellcome Trust and as otherwise required by the Wellcome Trust to monitor the overall progress of the Project. The Administering Party shall submit Spend Reports to the Wellcome Trust as required by the Wellcome Trust.
- 7.2. The Grantholder shall submit an End of Grant Report to the Wellcome Trust within three months of the end of the Grant Period or as otherwise required by the Wellcome Trust. The Administering Party shall submit the Final Expenditure Report to the Wellcome Trust within three months of the end of the Grant Period or as otherwise required by the Wellcome Trust.
- 7.3. In the event that submission of the End of Grant Report is delayed, further applications for Wellcome Trust funding from the Grantholder will not be accepted until the End of Grant Report has been received, unless the Wellcome Trust agrees otherwise.
- 7.4. Unless the Wellcome 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 Wellcome Trust chooses to evaluate the progress of the Project and the Results, the Grantholder and the Administering Party shall provide the Wellcome Trust with reasonable assistance for this purpose.

## **8. Financial Arrangements**

- 8.1. The Administering Party must ensure that adequate and appropriate resources are provided to support the activities described in the Application and the Award Letter throughout the Grant Period.

- 8.2. 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.
- 8.3. Payments of Grant monies to the Administering Party will only be made if the Wellcome 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.
- 8.4. 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.
- 8.5. 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 Wellcome Trust's prior written consent.
- 8.6. The Wellcome Trust shall have the right to seek reimbursement in the event of
  - (a) any part of the Grant used in breach of the Terms and Conditions
  - (b) an overpayment in relation to any Wellcome Trust grant made to the Administering Party, including by setting such overpayment off against payments due under other Wellcome Trust grants to the Administering Party. The Wellcome 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 the Final Expenditure Report or in the event of non-delivery of a Spend Report or the Final Expenditure Report.
- 8.7. The Administering Party must hold a bank account in the currency specified in the Award Letter with a bank that is acceptable to us and must notify the Wellcome Trust of any changes to its bank account details during the Grant Period.
- 8.8. The Administering Party must submit Spend Reports and the Final Expenditure Report as required by the Wellcome Trust and in the currency specified in the Award Letter. Where other reporting arrangements apply, these will be detailed in the Award Letter.
- 8.9. The Wellcome Trust will retain 10% of the total award (minus any monies referred to in clause 8.4) until both the Final Expenditure Report and the End of Grant Report have been completed and returned to the Wellcome Trust, unless the Wellcome Trust agrees otherwise.
- 8.10. The Administering Party must keep all invoices, receipts, accounts and other relevant documents relating to the Grant in accordance with its data retention policy, and at a minimum for three years after the Grant end date, and provide these to the Wellcome Trust if the Wellcome Trust asks for them.

## **9. Audit**

- 9.1. The Administering Party, where it is an organisation, must ensure that it has 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.
- 9.2. The Wellcome 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 Wellcome Trust. If the auditors have raised any such matters in their management letter, the Wellcome Trust may require the Administering Party to provide it with relevant extracts from the letter.
- 9.3. 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 Wellcome Trust at any time (at the Wellcome 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 must ensure that the right of access extends to the accounts, records, equipment and facilities of any such subcontractor.
- 9.4. The Wellcome 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 equipment used by the Administering Party to administer Wellcome Trust grants at any time.
- 9.5. The Administering Party must maintain a separate accounting cost code specific to the Grant, and all costs and income properly relating to the Grant must be accounted for through that cost code. The Administering Party must ensure that appropriate records are kept to support the entries made on the cost code.

## **10. Third Party Funding**

- 10.1. 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 Wellcome Trust.

## **11. Termination and Repayment of the Grant**

- 11.1. The Wellcome Trust reserves the right to terminate the Grant on notice with immediate effect.
- 11.2. If the Grantholder completes the Project without spending the full amount of the Grant, the Administering Party shall repay all unspent sums to the Wellcome Trust and the Wellcome

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 Wellcome Trust.

## **12. Limitation of Liability**

- 12.1. The Wellcome 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.
- 12.2. The Wellcome 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**

- 13.1. 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 Wellcome Trust may require for these purposes.
- 13.2. For the avoidance of doubt, the award of the Grant is not a contract for services.
- 13.3. 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 Wellcome Trust.
- 13.4. The Grantholder must inform the Wellcome Trust at once if they anticipate a significant change (including to the Application) to the scope or management of 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 the Administering Party's 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 or harassment;
  - c) if the Grantholder moves organisation during the Grant Period.
- 13.5. The Wellcome 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 Wellcome Trust's website. Once published, any changes will apply to the Grant.
- 13.6. 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.

13.7. The Administering Party (or the Grantholder if appropriate) shall inform the Wellcome 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.

13.8. The Wellcome Trust reserves the right to terminate the Grant at any time, and will set out its reasons for doing so to the Administering Party in writing in a reasonable timeframe.

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

## 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 Wellcome Trust in respect of the Grant.

**Award Letter** means the letter from the Wellcome Trust to the Lead 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/06/21'

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

**Europe PubMed Central** means a central repository for the open access outputs of Wellcome Trust-funded research ([europepmc.org](http://europepmc.org))

**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.

**Final Expenditure Report** means a form completed by the Administering Party that must be submitted to the Wellcome 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 Wellcome Trust in respect of the Grant; and
- 2) any further information that the Wellcome Trust requests from the Administering Party.

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

**Grantholder** means the Lead 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 Wellcome Trust.

**Hub Partnership Manager** means the individual appointed by the Wellcome 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.

**Lead Applicant** means the lead applicant as set out in the Application.

**Licence to Occupy** means an agreement between the Wellcome 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 or third party working in any capacity on the Project (including employees and subcontractors of the Administering Party and the Grantholder) or providing access to proprietary materials (including background IP)

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

**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 Wellcome Trust that sets out:

- 1) a comparison of i) actual expenditure by the Administering Party during a particular period on a particular Wellcome Trust grant or where appropriate, on all active Wellcome Trust grants held by an Administering Party and ii) the amount paid by the Wellcome Trust during that period in respect of that grant or where appropriate, in respect of all active Wellcome Trust grants held by an Administering Party;
- 2) an explanation for any variances between 1i) and 1ii) above as requested by the Wellcome Trust; and
- 3) any further information that the Wellcome Trust requests from the Administering Party.

**Wellcome 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**

Registered charity in England no 210183.

Trustee: The Wellcome Trust Limited. Registered in England no. 2711000

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