

TERMS AND CONDITIONS AND ADMINISTRATIVE GUIDELINES FOR GRANTS

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1. INTRODUCTION

- 1.1 These standard Terms and Conditions are for Grants and any additional special terms and conditions specified by The British Dietetic Association General and Education Trust Fund. "The work" and "the research" mean work and research carried out under the grant funded by The British Dietetic Association General and Education Trust Fund.
- 1.2 All grant holders and host institutions must adhere to everything included within this document.
- 1.3 It is the responsibility of the Grant holder and the host institution to ensure that all parties, including collaborators, supervisors and staff employed on British Dietetic Association General and Education Trust grants, comply with the Terms and Conditions.
- 1.4 The BDA GET reserves the right to amend any prevailing Terms and Conditions, any special grant conditions in the Grant Award Letter, and Administrative Guidelines for Grants from time to time. The BDA GET may also impose new conditions on any grant if circumstances change. Grant holders and institutions will be informed of any change and issued with the revisions or directed to an updated version of the document on the BDA GET's website.
- 1.5 The BDA GET reserves the right to withhold, suspend or terminate funding if any of the Terms and Conditions are not met.

2. RESPONSIBILITIES OF THE HOST INSTITUTION AND DISCLOSURES OF INFORMATION

2.1 General

- 2.1.1. The funding made available by the BDA GET must be applied exclusively for the purposes approved in support of the grant for which it has been awarded and all conditions of funding stipulated by the BDA GET must be met.
- 2.1.2. If there is any change in the status of the host institution or the Grant holder, the BDA GET must be informed as soon as possible.

2.2 Quality of the research

- 2.2.1. Work must be undertaken in an adequate and proper way and there must be appropriate training and supervision of those involved in the research or work.
- 2.2.2. Before publication, the BDA GET requires that work undergoes the host institution's normal procedures for ensuring the validity of the results and the suitability of the research for general publication. The BDA GET cannot accept responsibility for the validity of the results nor for any statements made by the authors in the publication.

2.3 Ethical and legal requirements

The host institution must take full responsibility for the management, monitoring and control of the research, together with any insurance or indemnity required. It is the responsibility of the host institution to ensure that all ethical, regulatory and legal requirements, including Home Office regulations and health and safety requirements, relating to the research are met and all necessary licences and approvals obtained. The BDA GET may require documentary evidence to confirm that such requirements have been met.

2.4 Fraud and misconduct

The host institution and grant holder must have in place appropriate and effective procedures to minimise the possibility for scientific fraud and misconduct and must investigate any allegations promptly and vigorously. Evidence of the procedure for dealing with fraud and misconduct must be made available to the BDA GET on request. If a case of fraud or misconduct is suspected in the course of the research then the BDA GET must be notified immediately. The BDA GET is entitled to suspend or terminate the grant immediately if it is dissatisfied with the investigation or if fraud is proven. The BDA GET retains the right to investigate any aspect of fraud and misconduct itself as it reasonably sees fit and the host institutions shall provide such assistance and information as the BDA GET may require for that purpose.

2.5 Audit

At the request of the BDA GET the host institution and/or its external auditors shall provide written confirmation that the grant has been used for the purpose for which it was awarded and that the costs incurred meet the conditions of the grant. On request the host institution shall also make the necessary arrangements to enable the BDA GET and its agents to visit the institution to discuss the administration and accounting of its grants and, if necessary, to conduct its own audit of any BDA GET grant account at the institution or the activities funded. For this purpose, the BDA GET and its agents and advisors may inspect and take copies of all relevant books or accounts and records.

2.6 Liability

2.6.1 The BDA GET accepts no responsibility for costs or liabilities incurred in connection with the research or other work funded by the BDA GET grant other than those costs specifically set out in the grant award letter and in these Terms and Conditions.

2.6.2 The BDA GET cannot be responsible for liabilities arising out of the acts or omissions of the host institution, the grant holder or others involved in the research or other work funded by the BDA GET grant and the host institution hereby indemnifies the BDA GET as a result of any action, claim or complaint brought by a third party against the BDA GET arising out of or in connection with the research or other work.

2.7 Information Disclosure to Government Departments and Regulatory Authorities

The BDA GET shall be permitted to disclose information regarding the grant to relevant regulatory authorities such as High Education Funding Councils and other agencies administering governmental funding.

2.8 Freedom of Information Act

The BDA GET acknowledges that the host institution may be subject to the Freedom of Information Act 2000 ("FOIA") and that the host institution is responsible for determining whether any information is to be disclosed in response to a third party request for information made under the FOIA. However, the host institution will consult with the BDA GET and take its views into account should any request for information be made with respect to information produced in the course of the research or otherwise relating to the research or the grant.

2.9 Confidentiality and Conflict of Interest

The host institution or grant holder shall ensure that:

(i) any relationship between host institutions, funded researchers and commercial organisations shall be appropriate and not unduly benefit the commercial organisation or influence the research; and

(ii) any form of remuneration by a company for consultancy shall be made only for the provision of advice and the exchange of ideas and shall not enable that organisation to gain

inappropriate access to Funded Intellectual Property.

The host institution or grant holder shall inform the BDA GET of any consultancies, directorships or other commercial relationships with other entities which may give rise to a conflict of interest or otherwise be relevant to the funded research.

3. AWARD OF GRANT

3.1 Grant offer and acceptance of the award

3.1.1 The BDA GET reserves the right to withdraw a grant offer at any time.

3.1.2 Once an application for financial support has been approved a grant will only be awarded when the BDA GET is satisfied that all the necessary conditions have been met.

3.1.3 If it is subsequently discovered that in the application relevant to the grant, material information was withheld or was misleading, the BDA GET may terminate the grant and/or recover any amounts paid as it reasonably considers appropriate in the circumstances.

3.1.4 If a grant offer is not activated within 12 months of the proposed start date, the BDA GET may withdraw the grant.

3.1.5 The BDA GET takes no responsibility for expenditure incurred before the grant is activated but will provide funding to the host institution in line with the grant award letter once the grant has been formally activated.

The proposed start date of a grant will be identified on the grant award letter and will be the earliest date from which the grant can be activated. In some circumstances such as staff recruitment, patient recruitment or awaiting ethical approval the start of a grant may be delayed by the grant holder by up to 3 months. Where an additional delay is anticipated prior written approval must be obtained from the BDA GET for a longer activation period and this will be reviewed at three monthly intervals.

Receipt of an invoice from the grant holder or host institution initiates payment of the grant from the activation date and determines the times at which the BDA GET will request progress reports. The grant termination date is then defined by the duration of the grant from the activation date.

3.2 VAT

It is not expected that grants will be interpreted by HM Revenue and Customs as being a taxable supply for VAT purposes. However, for the avoidance of doubt, all amounts specified to be covered by grants are stated *inclusive* of any VAT that may be payable. If any grant is found to be a supply on which VAT is due the BDA GET will consult with the host institution over the cost implications.

3.3 Overheads and Full Economic Costing

The BDA GET does not pay directly allocated costs unless they are specifically and clearly identified in the bid and does not pay any indirect costs.

3.4 Availability of funds

Once a grant has been awarded by the BDA GET, financial support will be provided for the stated period subject to availability of the necessary funds. Support is provided in instalments and the grant holder will be required to comply with the reporting obligations set out in the guidelines document.

3.5 Suspension or termination of a grant

The BDA GET reserves the right to suspend or terminate a grant at any time and for any

reason. So far as reasonably practicable, the BDA GET shall endeavour to give not less than 60 days prior notice.

Where the BDA GET terminates a grant it will reimburse the host institution for those eligible costs properly incurred under the grant up to the effective date of termination unless the grant is terminated due to the default of the host institution or grant holder.

Temporary suspension of a grant, at the request of the grant holder, will only be agreed in exceptional circumstances and then only in cases where the grant provides running expenses only or support for a single post and there must be no increased financial implications for the BDA GET.

3.6 Divergence from the original aims of the grant or early discontinuance

Any plans to significantly change direction from the aims outlined in the original grant application will require the prior written agreement of the BDA GET. In the event of the research being discontinued before the date of the expiry of the grant the BDA GET must be notified immediately in writing. The BDA GET will not be responsible for any costs incurred after research has been discontinued except by specific written agreement.

3.7 Transfer of a grant

The host institution must notify the BDA GET if the grant holder transfers to another institution.

4. **RECRUITMENT AND EMPLOYMENT OF STAFF**

4.1 Where support is provided for the employment of staff under a grant the BDA GET does not act as the employer. The host institution is responsible and liable for recruitment, the issue of contracts and all duties and responsibilities of an employer. The BDA GET will not be responsible for any claims under any statute or at common law, nor will it indemnify the host institution against any claim for compensation for which the host institution is the employer and may be liable.

4.2 The BDA GET will not be responsible for any staff related costs supported by a grant which existed before or extend beyond the defined grant period and will not be liable for or meet any staff related claims or costs (such as unfair or constructive dismissal, redundancy or employment termination costs) whether as a result or normal or early termination of the grant.

4.3 The host institution must ensure that all staff, particularly those new to research, receive adequate training in all research methods and health and safety. It is the responsibility of the host institution to make suitable provision for the management and leadership training and development of all BDA GET supported staff with managerial responsibilities.

Staff Appointments and Salary Increases. All staffing costs must be outlined in the grant request. Annual staffing cost increases will not be funded by the BDA GET unless specified in the initial grant application. The funding is provided for salary, the employer's national insurance contribution and an employer's pension contribution which will be no higher than the rate used by the USS or NHS scheme and may not be used to offset any prior under funding of the pension scheme.

Salary Enhancements. The BDA GET does not meet the cost of NHS merit awards or clinical excellence awards or any other supplement or enhancement earned in the course of providing patient care to NHS patients.

Redundancy Costs. The BDA GET does not pay redundancy or employment termination costs and the salary allocation or any vired funds must not be used to pay any such costs incurred.

Advertising and Recruitment. All advertisements for staff who are to be funded from a grant must indicate that the research is funded by the BDA GET. The host institution is responsible for advertising posts and must meet the costs associated with recruitment.

Employment of clinical staff: honorary clinical contracts. All Clinical Staff appointed on grants should hold honorary NHS clinical contracts or honorary University contracts at the appropriate level, e.g. Specialist Registrar, and if appropriate, will need to secure their national training number through their host clinical departments. The host organisation is responsible for ensuring all clinical staff have the necessary professional registration and occupational health clearance and the BDA GET accepts no liability for any claim arising out of matters relating to fitness to practice.

Vacancies. Vacancies may be filled without reference to the BDA GET provided the contract of employment does not extend beyond the termination date of the grant (unless the host institution wishes to extend the contract at its own expense).

Long Term Sick Leave. If a member of staff whose salary is paid from a grant funded by the BDA GET is absent from work on long-term sick leave the BDA GET reserves the right to review future payments. If this is the only staff member employed through the grant, the BDA GET will consider allowing the grant to be suspended.

5. EQUIPMENT

5.1 Ownership

Normally equipment purchased with the BDA GET funds belongs to the host institution but during the life of the grant it must be used primarily for the approved project.

5.2 Liability

5.2.1. The BDA GET is not liable for loss or injury caused or deemed to be caused by the use of or misuse of any equipment funded under a grant and is not liable for any equipment related costs (such as installation, maintenance, etc.) unless expressly awarded on the grant award letter.

5.2.2. If any equipment funded under the grant is lost, damaged or destroyed during the life of the grant, the host institution will be required to repair or replace it at its own cost.

Equipment Grants. Grants for equipment will be indicated on the grant award letter or via a formal letter authorising the grant. The grant is for the specified items only and the value of the grant may not be exceeded.

All requests for equipment should be made at the time of application. If a case for replacement or new equipment arises the grant holder should contact the BDA GET for advice.

Purchase of Equipment. All items of equipment must be purchased by the host institution. The BDA GET does not purchase the equipment for grant funded projects.

On occasion it may be preferable to purchase equipment before a grant is activated e.g. in order to secure a favourable quote from a manufacturer. Although the BDA GET cannot meet claims for equipment before the grant is active, host institutions may agree to purchase the equipment and delay claiming until after activation however the BDA GET would not be liable for any costs if the grant was subsequently not activated.

Maintenance. The BDA GET is prepared to meet appropriate maintenance costs for equipment which has been purchased with the BDA GET funds, for the duration of the grant, provided these costs have been identified on the main application form at the time of the original application. However, it should be noted that the insurance costs of the equipment will not be the responsibility of the BDA GET and should be included under the host institution's normal equipment insurance cover.

The BDA GET will consider requests for a contribution to the maintenance costs of the equipment, purchased through a BDA GET grant. Where institutions operate a policy of access charges to equipment, the BDA GET will consider payment of an access charge in part, the BDA GET will not pay for access under full economic costing. If payment of an access charge is approved it will be clearly stated as a separate running cost in the grant award letter.

VAT relief. Research that is not undertaken with a commercial end in mind is treated as a non-business activity for VAT purposes. This means that any VAT incurred on goods and services for the research programme (known as input tax) cannot be reclaimed from HM Revenue & Customs (HMRC). However, in some circumstances a supplier can invoice expenditure without VAT being charged. The expenditure is then said to be “zero-rated”. This requires a VAT certificate to be issued by the purchaser to the supplier.

Only the grant holder and their host institutions can arrange for the purchase of equipment to be ‘zero-rated’ for VAT purposes. This can be done using the standard declaration certificates (in particular Certificate A) provided in HMRC Notice 701/6 Supplement.

The VAT relief set out in this section is available to so called ‘eligible’ bodies. ‘Eligible’ bodies are defined to include most designated host institutions for the BDA GET grants. This covers UK Health Authorities and hospitals and research institutions whose activities are not carried out for profit (this includes universities and research charities). It is a requirement that the purchase is funded with charitable funds.

Further information on VAT is available from the HMRC website www.hmrc.gov.uk. Relevant HMRC Notices include:

- Notice 701/1 Charities
- Notice 701/6 Charity funded equipment for medical, veterinary etc uses
- Notice 701/6 Supplement issued April 1997 (includes examples of zero-rating certificates)

The law and practice of VAT is subject to change and the BDA GET can take no responsibility for reliance made on comments on VAT matters in this document.

Relocation of the grant holder. Should the grant holder move to another institution during the tenure of the approved grant, the BDA GET would expect that the equipment on the grant be transferred with them after discussion with the institutions concerned.

6. **RUNNING EXPENSES**

6.1 General.

Running expenses are paid as part of the standard payment. Although the BDA GET requires applicants to itemise running expenses for the purpose of assessing an application, in most cases a single total figure is approved. The only exceptions are where a particular grant requires special running costs, larger quantities of items or directly allocated costs.

The grant holder is expected to use the running expenses appropriately and as identified in their grant application to fulfil the requirements of the research funded by the grant and may be asked to account for expenditure and undergo an audit process. It must be stressed that the sum awarded is a maximum, and costs incurred over that figure must be borne separately by the host institution.

6.2 Patient/volunteer costs.

The BDA GET will only pay travel costs for patients and volunteers.

7. **PAYMENTS AND USE OF GRANTS**

7.1 Release of payments

Payments for recurrent costs will normally be made quarterly in arrears. The grant must be

activated within 12 months of the start date, except where a specific dispensation has been given by the BDA GET such as delays with a clinical trial. If a grant is not activated within 12 months of the proposed start date, the BDA GET may withdraw the grant.

Grants of greater than one year in duration are made in instalments. Payments of the instalments for recurrent costs, salaries, stipends and running expenses will normally be paid quarterly in arrears.

Instalment payments can be varied but the grant holder or Institution should agree to any variation to instalment payments prior to the grant commencing.

7.2 Time limits for document, reconciliation and claim submission

The host institution must submit all forms requested by the BDA GET within the time limits set out in the following table. The BDA GET will withhold any claim for payment if reports are submitted outside these time limits.

<u>Document Required</u>	<u>Time Limits for Submission</u>
Request for extension of time to commence project	12 months after grant approved.
Six monthly progress report	With 1 month of request.
End of Grant report	Within 3 months of request.

7.3 Payments to The British Dietetic Association

Where any amounts paid by the BDA GET exceed the amounts justified and accepted for the period in question or payments have not been used in accordance with the Terms and Conditions and Administrative Guidelines of the grant the host institution agrees to repay the BDA GET the sum in question on whatever terms it may specify. The BDA GET may recover sums owed to it by offsetting them against any other sums (including other grant payments) owed to the host institution.

7.4 Virements within a grant

7.4.1 The BDA GET will allow the allocations for salary and running expenses to be openly vired to other salary and running expenses allocations within that grant as long as vired funds are used to pay for costs of attendance and travel (standard class only) for research workers to conferences related to the research.

7.5 Joint grants

For joint grants where the research will be split between two or more institutions, one grant holder and one host institution must be designated. The designated host institution shall receive all payments made by the BDA GET for the grant, administer the grant and transfer the appropriate funds to the other participating institutions without undue delay. It is the responsibility of the grant holder and the host institution to ensure that all parties, including collaborators, supervisors and staff employed on the BDA GET grants comply with the BDA GET Terms and Conditions. The BDA GET may request that separate undertakings are signed for each institution, where more than one institution is expending grant funds.

8. **REVIEWS, REPORTS AND RENEWALS**

8.1 The grant holder will be required to submit progress reports on the research funded by the grant as required by the BDA GET. Continued support for the grant will only occur if the BDA GET considers satisfactory progress has been made to an appropriate standard of research and in compliance with the terms and conditions of the grant.

8.2 Six monthly Update Reports must be submitted within the time specified; failure to do so will result in the suspension of funding.

- 8.3 A Final Report in the form requested by the BDA GET is required for all grants and must be submitted within three months of the end of the grant or may accompany an application for a further period of support. However in this case a further report may be required to cover the final months of the grant. 10% of the total grant will be withheld by the BDA GET until the Final Report is received and considered satisfactory.
- 8.4 The BDA GET may require the grant holder to complete and submit other reports or provide supplementary information relating to the grant at any time.

9. RESULTS, INTELLECTUAL PROPERTY AND COMMERCIAL EXPLOITATION

- 9.1 "Funded Intellectual Property" means all results and intellectual property rights generated through the BDA GET funded research.
- 9.2 Funded Intellectual Property shall, in the first instance, vest in the host institution or the grant holder. The host institution shall ensure that the contracts of employment or other terms of engagement of its research personnel (including students, visitors and sub-contractors) provide for automatic and immediate vesting in the host institution of Funded Intellectual Property.