

DPUK Terms & Conditions: Discovery Award (COND/02/18)

These Conditions, together with the Award Letter, set out the terms and conditions under which the Award is made by DPUK. The Administering Party must ensure that the Lead Applicant and Co-applicant(s) and others supported by the Award are made aware of and comply with these Conditions and the Award Letter.

1. Employment

- 1.1 DPUK does not act as an employer with respect to the Award, and therefore in all cases where support is provided on the Award for the employment of staff, The Administering Party shall ensure that a contract of employment or other appointment is issued to such staff that is in compliance with relevant UK laws and regulations.
- 1.2 The Administering Party shall ensure that all Applicant(s) are engaged upon terms which are consistent with these conditions.
- 1.3 The Lead Applicant must be able to confirm with their Co-applicant(s) that one of them is willing to become a Lead Applicant in prolonged periods of absence.

2. Activation of the Award

- 2.1 Payments will not be made on the Award until The Administering Party has formally accepted the Award and the conditions under which the Award is awarded and has activated the Award.
- 2.2 The Award should be activated within six months of the proposed start date referred to in the Award Letter.

3. The Project

- 3.1 The Administering Party, the Lead Applicant and the Co-applicant(s) shall use the Award exclusively for the purposes of the Project.
- 3.2 The Lead Applicant shall carry out and complete the Project with reasonable skill and care, in accordance with all applicable laws and in accordance with the Award Letter and these Conditions.
- 3.3 The Lead Applicant shall complete the Project by 30 June 2019 unless they obtain the prior written consent of DPUK to an extension to this period.
- 3.4 The Administering Party shall ensure that the Lead Applicant and Co-applicant(s) have received or will receive training appropriate to their functions in carrying out the Project, in accordance with all applicable governing legislation.

4. Results

- 4.1 The Lead Applicant 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 three months of the end of the Award Period. Unless otherwise agreed by DPUK, the costs of dissemination of the Results shall be included within the amount of the Award.

- 4.2 The Lead Applicant shall provide DPUK with four copies of all Results within three months after the end of the Award Period.
- 4.3 If the Lead Applicant does not manage the Results to the reasonable satisfaction of DPUK, then DPUK shall have the right, but not a duty, to manage the Results. Unless DPUK 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 DPUK has given the Lead Applicant notice in writing that they are failing to manage the Results to DPUK's satisfaction. The Administering Party and the Lead Applicant agree to do and will ensure that their employees, students, all third parties acting on their behalf and all Applicant(s) do, all acts required to assist DPUK in such management.
- 4.4 If any outputs funded by the Award could be reasonably perceived by the Lead Applicants 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 Award Report.
- 4.5 In the event that the outputs of the Award include an original research publication, the following condition will apply. All research papers that have been accepted for publication in a peer-reviewed journal, and are supported in whole or in part by the Award, must be made available from Europe PubMed Central as soon as possible, and in any event within three months of publication, in line with [DPUK's Open Access policy](#) See clause 8.5 below concerning the retention of funds.
- 4.6. Where clause 4.5 applies, DPUK's contributions must be acknowledged in all publications.

5. Exploitation

- 5.1 The Administering Party must ensure that it, the Lead Applicant and the Co-applicant(s) do not exploit the Results or any Equipment without the prior written consent of DPUK.
- 5.2 DPUK's consent referred to in clause 5.1 may be refused in its absolute discretion or Awarded subject to conditions. Such conditions may require that DPUK takes a share of any financial benefits arising from such exploitation.

6. Publicity

- 6.1 The Lead Applicant shall ensure that DPUK'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 Award. They will also take part in any DPUK-led publicity about the awards as appropriate.
- 6.2 The Administering Party and the Lead Applicant are encouraged to use DPUK's name and logo in relation to the Project. However, DPUK's name and logo may not be used without DPUK's prior written consent.
- 6.3 The Administering Party and the Lead Applicant (as applicable) shall consult with DPUK's communication team on all publicity, promotional activity and press statements that may be issued about the Award, the Project, or the Results.
- 6.4 DPUK may make public the purpose and amount of the Award in whatever way it thinks fit. The Administering Party and Lead Applicant (as applicable) shall co-operate with DPUK to effect such publicity.

6.5 In carrying out the Project, The Administering Party and Lead Applicant shall not (and shall ensure that the Co-applicant(s) do not) do or fail to do anything which may damage or have a detrimental effect upon the name and good standing of DPUK.

7. Reports and Evaluation

- 7.1 The Lead Applicant shall submit reports on the progress of the Project to DPUK as required by DPUK. Biannually progress reports with brief milestones and deliverables reported monthly when due The Administering Party shall submit Spend Reports to DPUK as required by DPUK.
- 7.2 The Administering Party shall submit an End of Award Spend Report to DPUK within three months of the end of the Award Period or as otherwise required by DPUK. See clause 8.5 below concerning the retention of funds.
- 7.3 In the event that submission of the End of Award Report is delayed, further applications for DPUK funding from the Lead Applicant will not be accepted until the End of Award Report has been received, unless DPUK agrees otherwise.
- 7.4 Unless DPUK agrees otherwise, the Lead Applicant shall be responsible for the management, evaluation, monitoring and control of the Project and the Results and for the performance of all Applicant(s). The Administering Party shall be responsible for any payments due to all Applicant(s). If DPUK chooses to evaluate the progress of the Project and the Results, the Lead Applicant and The Administering Party shall provide DPUK with reasonable assistance for this purpose.

8. Financial Arrangements

- 8.1 Payments will normally be made on the basis of a Payment Profile. Where other payment arrangements apply, these will be detailed in the Award Letter. The Administering Party shall have the right to adjust a Payment Profile subject to any restrictions set by DPUK and will be expected to do so where any variance between payments to be made under a Payment Profile and anticipated expenditure for the period to which those payments relate become significant.
- 8.2 Payments of Award monies will only be made if DPUK 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.
- 8.3 If there is any variance shown on a Spend Report or an End of Award Spend Report, DPUK shall have the right to adjust future Payment Profiles or withhold or make additional payment.
- 8.4 DPUK shall have the right to seek reimbursement in the event of an overpayment in relation to any DPUK Award made to the Administering Party, including by setting such overpayment off against payments due under other DPUK Awards to the Administering Party. DPUK 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 Award Spend Report or in the event of non-delivery of a Spend Report or an End of Award Spend Report.
- 8.5 DPUK will normally retain 10% of the Award until (a) an End of Award Report and an End of Award Spend Report have been completed and returned to DPUK, and (b) where clause 4.5 applies, research papers supported in whole or in part by the Award have been confirmed to be compliant with DPUK's [Open Access policy](#), unless DPUK agrees otherwise.

- 8.6 The Host Organisation must hold a UK bank account and must notify DPUK of any changes to its bank account details.
- 8.7 The Host Organisation must submit Spend Reports and End of Award Spend Reports as required by DPUK. Where other reporting arrangements apply, these will be detailed in the Award Letter.

9. Audit

- 9.1 Where The Administering Party is an organisation, the control of expenditure to be funded under the Award 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.
- 9.2 DPUK shall have the right to request from The Administering Party or the Lead Applicant, at any time, any financial information in respect of the Award 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 Awards awarded by DPUK. If the auditors have raised any such matters in their management letter, DPUK may require The Administering Party to provide it with relevant extracts from the letter.
- 9.3 The Administering Party and the Lead Applicant must provide access to accounting and other records relating to the Award and the activities funded by it for auditors and other personnel from or appointed by DPUK at any time, if requested. Such access must include the right to inspect any Equipment or facilities acquired or funded under the Award and the right to inspect the progress of the Project and the Results. Where elements of expenditure or work under the Award have been subcontracted, The Administering Party and the Lead Applicant should ensure that the right of access extends to the accounts, records, equipment and facilities of any such subcontractor.
- 9.4 DPUK shall have the right, at its discretion to audit (directly or via third parties engaged by it) the Award, income and expenditure in relation to the activities funded by the Award and/or the systems used by The Administering Party to administer DPUK Awards at any time.
- 9.5 The Administering Party must either provide evidence to DPUK of a dedicated bank account opened for the Award, or, maintain (and provide evidence of) a separate accounting cost code specific to the Award, and all costs and income properly relating to the Award 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

- 10.1 The Lead Applicant, The Administering Party and the Co-applicant(s) must not accept (and must not have accepted) any third party funding for the Project, without the prior written consent of DPUK.

11. Equipment and Insurance

- 11.1 In the event that the Lead Applicant moves to another organisation during the Award Period or within three years of the expiry or termination of the Award, DPUK may require that the Equipment transfers with him or her.
- 11.2 The Administering Party is responsible for effecting and maintaining adequate insurance cover for all appropriate risks in respect of the Project (including any Equipment and, if appropriate, the Results). If requested, The Administering Party will provide DPUK with a copy of all such insurance covers, together with evidence of payments due in respect of their premiums. If any Equipment or Results are damaged or destroyed, The Administering Party will be required to repair or replace them. The Administering Party will notify DPUK within 5 working days of any significant loss or damage occurring to the Equipment or Results.

12. Termination and Repayment of the Award

- 12.1 DPUK reserves the right to terminate the Award on notice with immediate effect.
- 12.2 The Administering Party shall repay to DPUK such portion of the Award that it has received from DPUK (and all future Award payments shall be ceased) if:
- (i) clause 3.1, 3.3 or 5.1 of these Conditions is breached;
 - (ii) there is a material change to the status or ownership of The Administering Party or the Lead Applicant, or The Administering Party or the Lead Applicant go into administration, receivership, liquidation or bankruptcy;
 - (iii) The Administering Party or the Lead Applicant have acted negligently or fraudulently in connection with the Project or the Application;
 - (iv) any other material term or condition of the Award is breached.
- 12.3 If the Lead Applicant completes the Project without spending the full amount of the Award, The Administering Party shall repay all unspent sums to DPUK and DPUK shall not be obliged to make any further payments in respect of the Award.

13. General

- 13.1 The Administering Party and Lead Applicant 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 Lead Applicant shall also provide all such assistance and information, execute all such documents and do all such things as DPUK may require for these purposes.
- 13.2 For the avoidance of doubt, the Award is not a contract for services.
- 13.3 The Lead Applicant and The Administering Party shall disclose any actual or potential conflict of interest that may arise in relation to the Award to DPUK.
- 13.4 The Lead Applicant shall inform DPUK as soon as practicable of any material changes (including to the Application) that might affect the activities funded under the Award (for example, the Lead Applicant takes up a post in another organisation).
- 13.5 DPUK accepts no responsibility, financial or otherwise, for expenditure on the Award (or liabilities arising out of such expenditure), or for liabilities arising out of the activities funded by the Award. DPUK will not indemnify the Administering Party, the Lead Applicant or any Participant against any claims for compensation or against any other claims howsoever arising for which such party may be liable as an employer or otherwise or for which any other person may be liable.

- 13.6 DPUK 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 DPUK's website.
- 13.7 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.
- 13.8 The Administering Party (or the Lead Applicant if appropriate) shall inform DPUK without delay if The Administering Party or the Lead Applicant goes into administration, receivership, liquidation or bankruptcy, or if there is any change to the status or ownership of The Administering Party or the Lead Applicant that might affect their ability to comply with these Conditions.
- 13.9 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. The Organisation and the Lead Applicants must ensure that the activities funded by the Award are at all times conducted in accordance with all applicable laws and regulations.

14. Definitions

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

Application means the application and associated material submitted by The Administering Party to DPUK in respect of the Award.

Award Letter means the letter from DPUK to the Lead Applicant specifying the amount of the Award that has been awarded.

Co-applicant(s) means a person(s) working on the Project (including employees and subcontractors of The Administering Party and the Lead Applicant).

Conditions means the 'Terms and Conditions under which an Engaging Science Award is Awarded COND/06/13'.

End of Award Report means a form on which the Lead Applicant reports on the Project.

End of Award Spend Report means a form completed by The Administering Party that must be submitted to DPUK that sets out:

- 1) a comparison of i) actual expenditure by The Administering Party during the Award Period on the Award and ii) the total amount awarded by DPUK in respect of the Award;
- 2) an explanation for any variances between 1i) and 1ii) above as requested by DPUK; and
- 3) any further information that DPUK requests from The Administering Party.

Equipment means equipment funded by the Award.

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.

Award means the DPUK Discovery Award described in the Award Letter.

Lead Applicant means the principal Applicant, as specified in the Award Letter for the Award.

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

Payment Profile means a predetermined pattern, according to which payments on an Award will be made by DPUK.

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

Results means the outputs created as a result of the Award.

Spend Report means a form that must be completed by The Administering Party and submitted to DPUK that sets out:

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

The Administering Party is Dementias Platform UK.