

BELMAS RESEARCH AND DEVELOPMENT GRANT – TERMS AND CONDITIONS

1 Introduction

1.1 The Terms and Conditions should be read in conjunction with the Award Letter.

1.2 The Host Organisation must ensure that the Award Holder, others supported by the Award and collaborators are made aware of their responsibilities and comply with these Conditions of Award and the Award Letter. Failure to comply with these terms and conditions will lead to termination of the Award and BELMAS reserves the right to recover the grant monies in part or full. For further information, please see Section 12: Compliance.

2 Definitions

2.1 Award: the award of a grant as specified in the Award Letter.

2.2 Award Letter: the letter from BELMAS to the principal Award Holder specifying the value and tenure of the grant that has been awarded.

2.3 Award Holder(s): the person or persons to whom the grant has been awarded and who has responsibility for the intellectual leadership and overall management of the research.

2.4 Award Period: the period of the Award as set out in the Award Letter, commencing on the start date confirmed by the Host Organisation in the manner indicated by BELMAS

2.5 *Data: includes computational or curated data, and data that are produced by an experimental or observational procedure.*

2.6 Financial Statement: a form that must be completed by the Host Organisation and submitted to BELMAS that sets out (i) the actual expenditure incurred by the Host Organisation during the Award period on the Award, (ii) the total amount awarded by BELMAS in respect of the Award, and (iii) any additional information that BELMAS requests from the Host Organisation.

2.7 Host Organisation: the University, institution, research council or other body at which some or all of the research funded by the award will be carried out or which employs one or all of the Award Holder(s), and which takes responsibility for the management of the research project and the accountability of funds provided.

2.8 Intellectual Property: includes all data, databases, copyright and general knowledge.

2.9 Report: a form on which the Host Organisation reports on the activities undertaken during the award period that must be completed by the Award Holder and submitted to BELMAS.

2.10 Research Misconduct: includes the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research or in reporting results, misrepresentation, mismanagement or inadequate preservation of data and/or primary materials, making up data or results and recording and reporting them, such that the research is not accurately represented in the public research record.

2.11 BELMAS: The British Educational Leadership Management and Administration Society Ltd (a charity registered in England with the number 268989 and a company limited by guarantee with the number 1141941)

3 Use of Grant

3.1 The Award Holder and Host Organisation must ensure that the Award is used only for the activities specified by BELMAS.

3.2 The Award is to support the research project and related activities described in the application and against which performance will be assessed. If it is proposed to vary the project or programme in any significant way, prior approval must be sought from BELMAS.

3.3 The Award may be used only for eligible items as outlined in the scheme notes, and in accordance with the activities originally requested in the application. If any exceptions have been approved, they will be specified in the Award Letter.

3.4 The Host Organisation must ensure that enough resources are provided to support the activities described in the Award Letter.

3.5 Applicants must inform BELMAS of the outcomes of any other applications relating to the project. In cases where simultaneous applications to BELMAS and to another funding agency covering the same elements of a project are both successful, the applicant should decide which of the two awards to accept. Only if there is no duplication of expenditure and no unnecessary inflation of a project, will an applicant be permitted to retain both awards (subsequent requests to alter the plan of research simply to allow the applicant to retain both awards are unlikely to be considered favourably). There is no objection to the applicant holding awards both from BELMAS and from another funding agency to cover separate elements of a project.

3.6 Any items of equipment that may have been exceptionally agreed, and any research resources purchased with the help of a BELMAS grant, must be deposited on the expiry of the grant with an institution (usually the recipient's home institution, or otherwise as agreed with BELMAS). Such items do not become the personal property of the Award Holder.

4 Accepting the Offer and Payment

4.1 The Host Organisation will be the financial administrator of the award.

4.2 Awards are paid to the Host Organisation by electronic transfer.

4.3 The timing of payment is at BELMAS's discretion, but every effort will be made to ensure that funds are released in good time. The Award Holder must confirm acceptance of these conditions of award as part of the formal acceptance before the grant is released.

4.4 There is no scope for increasing the level of grant awarded.

4.5 It is the responsibility of award holders to ensure that suitable arrangements have been agreed with the Host Organisation and any other partner institutions, whether in the

UK or overseas, for the administration of the Award. This includes arrangements for the transfer of funds, if applicable, before the award begins. BELMAS expects the funds to be administered by institutions in accordance with their normal procedures for managing grant income. The Host Organisation is responsible for accounting to BELMAS for the use of the award.

5 Reporting Accounts

5.1 The Award Holder must fulfil the financial and non-financial reporting requirements as set by BELMAS. Failure to submit a report that has been deemed as satisfactory by BELMAS can result in the Award being suspended or withdrawn.

5.2 The Host Organisation must ensure proper financial management of the Award and accountability for the use of charitable funds and ensure that formal audit standards and procedures exist for maintaining appropriate anti-fraud and corruption controls in accordance with the Fraud Act (2006). Any fraud associated with the award must be notified to BELMAS immediately.

5.3 Recipients of awards are required to submit an itemised statement of expenditure, signed by the responsible officer in the Host Organisation. If there is an underspend on the grant, the unspent amount should be refunded to BELMAS. The report will be deemed incomplete until the grant has been fully accounted for and any financial reconciliation made.

5.4 Future applications for funding will not be considered unless a satisfactory report and statement of expenditure for the previous grant have been submitted.

5.5 At the end of all awards, Award Holders are required to submit a final report on the work carried out with the aid of the BELMAS grant. The final report must be submitted within three months of the end of the Award on the prescribed report form.

5.6 The Host Organisation must complete and return a reconciliation statement within 3 months of the end date of the Award period. The completed final reconciliation statement received by BELMAS represents the final statement of expenditure for the Award. BELMAS is not obliged to make any further payments in respect of the Award once it has received the final statement. BELMAS will reconcile the expenditure incurred against payments made to ensure that any under spend on the Award is returned. Any overspend must be met by the Host Organisation.

5.7 In the case of independent scholars, who have administered the award personally, receipts for single items over £100 must be provided. If there is an underspend on the grant, the unspent amount should be refunded to BELMAS. The report will be deemed incomplete until the grant has been fully accounted for and any financial reconciliation made.

5.8 BELMAS reserves the right to require the Host Organisation to complete and submit a statement of expenditure for a financial year at any time during the course of the Award, or to provide supplementary information in support of an interim or final statement of expenditure.

5.9 In the event that the requested interim or final reports, or statements of expenditure are not submitted, the Host Organisation's staff or affiliated / visiting researchers will not be able to apply or to be considered for BELMAS funding until such reports or statement have been received, and are deemed satisfactory, with any underspend returned.

5.10 If there are exceptional reasons that will prevent submission of the final report within the period allowed, a written request may be made, before the due date passes, for the submission period to be extended.

5.11 All payments may be recovered if the statement is not received within 6 months of the end of the Award.

6 Variation and Termination

6.1 BELMAS reserves the right to amend these Terms and Conditions and any terms and conditions in the Award Letter. Any changes will be notified to the Award Holder in writing.

6.2. Work must commence on the start date as specified in the application and confirmed with the offer of award. Formal approval will be required if it is proposed to defer the start date which must still be within the start period stated in the Scheme Notes. BELMAS should be notified of any delay.

6.3. Under exceptional circumstances, no-cost extensions may be requested. Extensions must be requested before the due end date of the Award, giving sufficient reason for the request. Requests for no-cost extensions received after the due end date of the Award will not be considered. If an extension is approved, the final report should be submitted as soon as the BELMAS-funded phase of research is completed, within the agreed timescale.

6.4. The Award Holder or the Host Organisation must inform BELMAS without delay of any change to the status of the Award Holder, Co-Applicant, or the Host Organisation that might affect their ability to comply with these Conditions of Award. This includes contracts of employment which must continue at least for the duration of the Award or any cessation and event or circumstance that is likely to affect the overall delivery of the Award.

6.5. The Award Holder must inform BELMAS as soon as practicable of any significant divergence from the original aims and directions of the research project that is being funded by the Award, or any cessation and event or circumstance that is likely to affect the overall delivery of the project.

6.6. BELMAS reserves the right to terminate or suspend the Award at any time, subject to reasonable notice (normally 3 months). The Host Organisation will fully indemnify BELMAS in respect of any claims brought against the Society in this regard.

7 Publications

7.1 Due acknowledgement of support received from BELMAS should be made in any publication resulting from the research, whether an article, a book, or any other form of output. One copy of any book should be sent to BELMAS. The Award Holder is required to

provide BELMAS with full bibliographical information on any other published outputs resulting from the award.

8 Other Dissemination

8.1 For projects whose primary purpose, or significant product, is the creation of a digital resource, data created as a result of the research, together with documentation, should be offered for deposit in an appropriately accessible repository within a reasonable time after the completion of the project.

8.2 The Award Holder is required to notify BELMAS of any impact resulting from their research. Impact can mean making a significant contribution to an academic field and/or to policy and practice decision-making.

8.3 The Award Holder must make all reasonable efforts, if so invited, to respond to requests for information or to attend events or activities organised by BELMAS concerning the research undertaken. Such events may be held after a grant has ended.

8.4 The Host Organisation must ensure that it obtains the prior approval of BELMAS on any press statements associated with the Award.

8.5 Due acknowledgement of support received from BELMAS should be made in any form of media communication, including media appearances, press releases and conferences. The contents of any press releases or announcements associated with the Award should be agreed by BELMAS first to ensure they comply with any current publicity requirements (including any branding guidelines).

9 Research Ethics, Policies and Legal

9.1 The Award Holder and Host Organisation must ensure that the Award is managed in a way which is compliant with the terms of the (UK) Equality Act 2010.

9.2 BELMAS requires the research it funds to be conducted in an ethical and legal manner. The Host Organisation is responsible for ensuring that ethical issues relating to the research project are identified and brought to the attention of the relevant approval or regulatory body. Ethical approval to undertake the research must be granted by the relevant authority before any work requiring approval begins. Research undertaken outside the UK must have both UK and respective country ethical approvals. The Host Organisation must ensure that all legal requirements related to the research are met.

9.3 BELMAS accepts no responsibility for costs or liabilities arising from the research funded by the Award, other than those set out in these Terms and Conditions, or otherwise agreed in writing.

10 Intellectual Property

10.1 Unless stated otherwise, the ownership of BELMAS-funded intellectual property (IP), and responsibility for its identification, protection, management and exploitation, rests with the Host Organisation.

10.2 Where the Award is associated with more than one research organisation and/or project partner, a formal collaborative agreement must be established, which sets out the contributions and ownership rights of the organisations and individuals involved with regards to intellectual property and exploitation. It is the responsibility of the Host Organisation to put such an agreement in place before the Award commences. The terms of the collaborative agreement must not conflict with these Terms and Conditions.

11 Data Protection

11.1 BELMAS is compliant with the GDPR and adheres to the principles of the Data Protection Act 2018.

11.2 BELMAS is committed to protecting and storing securely any personal and sensitive data held. Applicants should be aware that the information they provide on the application form and, if successful, in subsequent reports will be used by BELMAS for processing the application, making any consequential award, for the payment, monitoring and review of the award, and for general BELMAS business.

11.3 Information will be shared with relevant officers in the Host Organisation for the application and award procedures to be followed.

11.4 Details of award holders (including name, institution, project details and amount of award) will be used to compile published lists of award holders which will be made available on the Internet, and to produce statistical and historical information on BELMAS awards.

11.5 Queries submitted under the terms of the GDPR about the processing of personal data should be addressed to the Business Manager at info@belmas.org.uk. Submitting the online application form constitutes the applicant's agreement to all terms, conditions, and notices contained in the scheme notes.

11.6 Application forms may be retained for ten years in the case of successful applications, and five years in the case of unsuccessful applications, and may be consulted by BELMAS in the event of future applications being submitted.

12 Compliance

12.1 BELMAS reserves the right upon reasonable notice to require further information to be supplied as seen fit. Such further information may include but is not limited to financial records and financial procedures associated with the Award, or to appoint any other body or individual for the purpose of such inspection.

12.2 Persistent failure to comply with the conditions of award will result in BELMAS writing to the Vice-Chancellor or equivalent senior official of the Host Organisation and lead to the possibility of sanctions.

12.3 The sanction for non-compliance with the conditions of award is penalty-listing: that is, to disbar, sine die, the scholar concerned from applying to BELMAS under any of its grant-giving schemes; and to disbar, for a period of two years, all members of that institution from applying to BELMAS under any of its grant-giving schemes.