

## Terms & Conditions of Award

### PART 1

#### 1. INTRODUCTION

- 1.1. Part 1 of this Terms & Conditions of Award document sets out the standard terms and conditions for all British Academy awards. Additional terms and conditions specific to the British Academy Conferences Scheme are outlined in Part 2. These Terms & Conditions of Award may also be referred to as a beneficiary offer letter.
- 1.2. The Conditions of Award should be read in conjunction with the Award Letter, and the British Academy's Code of Practice, which together set out the terms and conditions of the award. The [Code of Practice](#) is available on the British Academy's website and may be updated periodically.
- 1.3. 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 by either the Award Holder or the Host Organisation will lead to termination of the Award and the British Academy reserves the right to recover the grant monies in part or full. For further information, please see Section 17: Compliance.
- 1.4. The Host Organisation shall be required to procure that the Award Holder complies with all of their obligations under these Terms & Conditions of Award and failure to do so shall be a breach of this Terms & Conditions of Award by the Host Organisation.

#### 2. DEFINITIONS

- 2.1. **Award:** the award of a grant under the British Academy Conferences Scheme as specified in the Award Letter.
- 2.2. **Award Letter:** the letter from the British Academy 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 Funded Activities.
- 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 the British Academy.
- 2.5. **Confidential Information:** means any information (however conveyed, recorded or preserved) disclosed by a party or its personnel to another party (and/or that party's personnel) which is identified by the disclosing party as private and / or confidential.

- 2.6. **Data:** includes computational or curated data, and data that are produced by an experimental or observational procedure.
- 2.7. **Financial Statement:** a form that must be completed by the Host Organisation and submitted to the British Academy that sets out (i) the British Academy reference number for the Award (ii) the actual expenditure incurred by the Host Organisation during the Award Period on the Award, (iii) the total amount awarded by the British Academy in respect of the Award, and (iv) any additional information that the British Academy requests from the Host Organisation.
- 2.8. **Funded Activities:** the activities to be funded by the Award, as set out in the Award Letter.
- 2.9. **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. (This is the organisation which approved the submission of the application in the Flexi-Grant system)
- 2.10. **Intellectual Property:** includes all inventions, discoveries, materials, technologies, products, data, algorithms, software, patents, databases, copyright and general knowledge.
- 2.11. **ODA Award:** an Award for Funded Activities which meet the official development assistance eligibility requirements of the Organisation for Economic Cooperation and Development.
- 2.12. **Purpose:** the activities in respect of which the Award is made, as notified to the Award Holder by the British Academy.
- 2.13. **RDI Route:** the Research, Development and Innovation Streamlined Route being a Streamlined Subsidy Scheme made under section 10(4) of the Subsidy Control Act 2022 and any replacement thereof.
- 2.14. **Report:** a form on which the Host Organisation reports on the activities undertaken during the Award Period (using the British Academy reference number for the Award) that must be completed by the Award Holder and submitted to the British Academy pursuant to Clause 5.3.
- 2.15. **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.
- 2.16. **Safeguarding:** the process of, and action taken, in protecting children and adults from abuse, harassment, neglect, and exploitation, and the proactive pursuit of creating a safe and inclusive environment, where everyone is respected, valued, and treated with integrity.

- 2.17. **Sexual Abuse:** the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions and including but not limited to all sexual activity with someone under the age of 18, regardless of local age of majority or consent.
- 2.18. **Sexual Exploitation:** any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes and including but not limited to profiting monetarily, socially or politically from sexual exploitation of another.
- 2.19. **Sexual Harassment:** any unwelcome sexual advances (including but not limited to sexual advances made without touching) and including but not limited to requests for sexual favours, or other verbal or physical behaviour of a sexual nature, which may create a hostile or offensive environment.
- 2.20. **The British Academy:** the British Academy (a charity registered in England with number 233176).

### 3. USE OF AWARD

- 3.1. Unless otherwise stated, the Award must be held in a research active institution.
- 3.2. The Award Holder and Host Organisation must ensure that the Award is used only for the Purpose, and that the Funded Activities begin on the start date confirmed by the Host Organisation in the manner indicated by the British Academy
- 3.3. If it is proposed to vary the project or programme in any significant way, prior approval must be sought from the British Academy.
- 3.4. 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.
- 3.5. The Host Organisation must ensure that sufficient resources are provided to support the activities described in the Award Letter. This includes adequate office and laboratory space and access to essential equipment and facilities.
- 3.6. Expenditure cannot be vired between headings Directly Incurred, Directly Allocated or Indirect Costs without prior written permission from the British Academy. Small-scale virement (up to £1,000) within the Directly Incurred Costs under the heading of the Research Expense (non-salary) element will be expected to be agreed as a matter of course but must be notified to the British Academy via a Change Request Form.
- 3.7. Applicants must inform the British Academy of the outcomes of any other applications relating to the project. In cases where simultaneous applications to the British Academy 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 under any of the budget headings, 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 the British Academy and from another funding agency to cover separate elements of a project.

- 3.8. Any items of equipment that may have been exceptionally agreed with the British Academy, and any research resources purchased with the help of the Award, must be deposited on the expiry of the grant with an institution (usually the Award Holder's home institution, or otherwise as agreed with the British Academy). Such items do not become the personal property of the Award Holder.
- 3.9. The purchase of items of equipment pursuant to Clause 3.8 will be subject to additional terms and conditions which will be provided and incorporated as part of the Terms & Conditions of Award (should this apply to the Award). This Clause 3.9 applies whether the request for consent to purchase equipment pursuant to Clause 3.8 is made before the commencement of or during the Award Period.

#### **4. ACCEPTING THE OFFER AND PAYMENT**

- 4.1. The Host Organisation will be the financial administrator of the Award.
- 4.2. Payment of an Award (or an instalment of an Award) is subject at all times to the British Academy having sufficient funds to make such payment (and for this purpose the British Academy shall determine in its discretion the sufficiency of its own funds).
- 4.3. Payment of Awards will not be made in advance of need.
- 4.4. Awards are paid to the Host Organisation by electronic transfer (BACS).
- 4.5. The timing of payment is at the British Academy's discretion, but every effort will be made to ensure that funds are released in good time. Please note that it may take up to 28 days for payment transfer to be completed by the British Academy's Finance Office. The Award Holder must confirm acceptance of these conditions of award as part of the formal acceptance in the Flexi-Grant system before the grant is released. The British Academy will have no liability for any loss or damage caused by a delay in the payment of an Award, howsoever arising.
- 4.6. Grants are cash-limited at the value stated in the Award Letter. There is no scope for increasing the level of grant awarded.
- 4.7. It is the responsibility of the Award Holder 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. The British Academy 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 the British Academy for the use of the award.
- 4.8. If at the end of a project (and following the submission to the British Academy of the Financial Statement pursuant to Clause 5.4) any part of an Award remains unspent, the Award Holder or the Host Organisation (as applicable) shall repay such unspent funds to the British Academy no later than 30 days after receiving the British Academy's request for repayment, including the British Academy reference number of the Award when they do so.

## **5. REPORTING AND ACCOUNTS**

- 5.1. The Host Organisation must ensure proper financial management of the Award and accountability for the use of public and charitable funds, and ensure that formal audit standards and procedures exist for maintaining appropriate anti-fraud and corruption controls in accordance with applicable law.
- 5.2. Award Holders are required, where specified, to submit interim reports on the work carried out with the aid of the Award. Such reports must be submitted when requested by the British Academy and on the prescribed report form. The frequency of reporting will be stated in Part 2 of these Terms and Conditions. Only after the required interim report has been deemed satisfactory will further Award funds be released. Failure to submit an interim report that has been deemed as satisfactory by the British Academy can result in the Award being suspended or withdrawn.
- 5.3. A Report must be submitted within three months of the end of the Award on the prescribed Report form.
- 5.4. The Host Organisation must complete and return a Financial Statement within three months of the end date of the Award Period (or such shorter period as may be notified by the British Academy to the Award Holder and Host Organisation), signed by the responsible officer in the Host Organisation, and stating the British Academy Reference Number. The completed Financial Statement received by the British Academy represents the final statement of expenditure for the Award. The British Academy is not obliged to make any further payments in respect of the Award once it has received the Financial Statement. The British Academy will reconcile the expenditure incurred against payments made to ensure that any under spend on the Award is returned. Funding cannot be vired between budget headings to cover the cost of an overspend; any overspend must be met by the Host Organisation. The report will be deemed incomplete until the Award has been fully accounted for and any financial reconciliation made.
- 5.5. 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 the British Academy. The report will be deemed incomplete until the Award has been fully accounted for as outlined in this Clause and any financial reconciliation complete.
- 5.6. The British Academy reserves the right to require the Host Organisation to complete and submit a statement of expenditure for a financial year and/or a report at any time during the course of the Award, or to provide supplementary information in support of an interim or final statement of expenditure and/or report.
- 5.7. The British Academy may, at any time during and up to six years after the end of the Award Period, and subject to the giving of reasonable prior notice, conduct additional audits or ascertain additional information where the British Academy considers it necessary. The Host Organisation shall grant the British Academy or its representatives access, as reasonably required, to all sites at which Funded Activities have taken place and to relevant records.

- 5.8. Future applications for funding from the Award Holder will not be considered until a satisfactory Financial Statement and Report for the Award(s) have been submitted.
- 5.9. In the event that the requested interim or final reports or statements of expenditure for an Award (including a Financial Statement and Report) are not submitted to the British Academy in accordance with these Terms & Conditions, the British Academy reserves the right to refuse any future application for funding from the Host Organisation's staff or affiliated / visiting researchers until such reports or statements have been received and are deemed satisfactory, with any underspend returned.
- 5.10. If there are exceptional reasons that will prevent submission of a Report and / or Financial Statement 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 Award payments may be recovered if the Financial Statement is not received within 6 months of the end of the Award.

## **6. VARIATION AND TERMINATION**

- 6.1. The British Academy reserves the right to amend these Conditions of Award, its Code of Practice, and any terms and conditions in the Award Letter. Any changes to the Conditions of Award or Award Letter will be notified to the Award Holder in writing, and any changes to the Code of Practice will be notified on the British Academy's website.
- 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. The British Academy should be notified of any delay.
- 6.3. Under exceptional circumstances, no-cost extensions may be requested. Extensions must be requested before the end of the Award Period (and usually at least one month prior to the end of the Award Period), giving sufficient reason for the request. Requests for no-cost extensions received after the end of the Award Period will not be considered. If an extension is approved, the final report should be submitted as soon as the British Academy-funded phase of research is completed, within the agreed timescale.
- 6.4. The Award Holder or the Host Organisation must inform the British Academy 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 Funded Activities.
- 6.5. The Award Holder must inform the British Academy 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 Funded Activities.
- 6.6. The British Academy reserves the right to terminate or suspend the Award at any time, subject to reasonable notice (normally 3 months). In the event that the British Academy's public funding is reduced or withdrawn by the UK Government or if the

British Academy should enter into administration, the British Academy reserves the right to terminate the Award with no liability for any further fellowship or Award payments. In the event of termination pursuant to this Clause, the British Academy may require the Award Holder and / or the Host Organisation (as applicable) to repay the whole or any part of the Award which has not been spent or irrevocably committed.

- 6.7. Without prejudice to its right to terminate the Award under Clause 6.6, the British Academy may (a) suspend or terminate the Award and / or (b) require the Host Organisation and / or the Award Holder (as applicable) to repay the whole or any part of the Award already paid where the Award Holder and / or the Host Organisation (as applicable):
- (a) uses the Award for anything other than the Purpose;
  - (b) fails materially to comply with their obligations under the terms of the Award;
  - (c) fails to begin the Funded Activities within three months of the start date specified in the Award Letter;
  - (d) fails to make satisfactory progress with the Funded Activities;
  - (e) fails to comply with its obligations set out in Clause 16 on subsidy control;
  - (f) does anything which brings, or is likely to bring, the British Academy's reputation into disrepute; or
  - (g) provides the British Academy with any materially misleading or inaccurate information and / or any of the information provided in the Award Holder's application or subsequent supporting correspondence is found to be materially incorrect or incomplete.

## **7. TRANSFER OF AWARD TO ALTERNATE HOST ORGANISATION**

It is not anticipated that there will be circumstances that will require an Award to be transferred to another Host Organisation, however in exceptional circumstances the transfer of the Award to another Host Organisation may be requested. Transfers of an Award to an alternate Host Organisation must be requested before the end date of the Award, giving sufficient reason for the request. Requests for such transfers received after the due end date of the Award will not be considered. The decision on whether to agree to a transfer of the Award to an alternate Host Organisation will be at the British Academy's discretion.

## **8. ADMINISTRATION OF AWARDS**

It is the responsibility of Award Holders to ensure that suitable arrangements have been agreed with their institution for the administration of their awards before the project begins. The British Academy 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 the British Academy for the use of the Award, in all circumstances including the relocation of the principal investigator, in accordance with the British Academy's terms and conditions as set out in this document.

## **9. PUBLICITY AND USE OF THE BRITISH ACADEMY LOGO**

- 9.1. Due acknowledgement of support received from the British Academy (including the British Academy reference number for the Award) should be made in any publication resulting from the research, whether an article, a book, or any other form of output.
- 9.2. Prior approval from the British Academy should be obtained for any press statements or announcements associated with your Award, including (but without limitation) statements or announcements made through print, online, broadcast or social media. The contents of any press releases or announcements associated with your Award should be agreed by the British Academy first to ensure that they comply with current publicity requirements (including any branding guidelines). Due acknowledgement of the Award having been supported by the British Academy should be made in any form of communication, including media appearances, press releases and conferences (or other events). This acknowledgement could be in the form of “This research/project is supported/funded by the British Academy’s [INSERT NAME OF PROGRAMME] Programme.”
- 9.3. The Award Holder is expected to follow acknowledged good practice when publishing the results of their research as detailed in guidelines issued by, for example, the Committee on Publication Ethics, the Council of Science Editors and the ARRIVE guidelines.
- 9.4. The Award Holder / Host Organisation may only use the British Academy’s name and logo for the purpose of complying with this Clause 9 and Clause 10, and then only (a) with the British Academy’s prior written consent, and (b) in a manner which is consistent with any brand guidelines issued by the British Academy from time to time.

## **10. OTHER DISSEMINATION**

- 10.1. 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.
- 10.2. In cases where the principal output from the project is the creation of a digital resource, applicants should be aware that details of the project, and contact details of the principal applicant, may be passed to the relevant national data services providers for evaluation or contact purposes.
- 10.3. The Award Holder is required to notify the British Academy 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. This could be an impact in economic terms, affecting the profits of firms or the revenue of government, or in terms of having an impact on less quantifiable areas such as the environment, public health or quality of life.
- 10.4. 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 the British Academy concerning the research undertaken. Such events may be held after the Award Period has ended.



- 10.5. The Host Organisation must ensure that it obtains the prior approval of the British Academy on any press statements associated with the Award.

**11. RESEARCH ETHICS, POLICIES, AND LEGAL**

- 11.1. The British Academy will not become an employer of the Award Holder or any other third party as a result of the provision of this Award. In all cases where support is provided by the Award for the employment of staff, the Host Organisation must issue a contract of employment which is in compliance with relevant laws and regulations.
- 11.2. 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.
- 11.3. The British Academy 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.
- 11.4. The Host Organisation should meet the requirements of the Concordat to Support Research Integrity (2019) and subsequent amendments, and must have in place formal procedures for governing good research practice and for handling and reporting allegations of fraud or research misconduct.
- 11.5. The Host Organisation is expected to adopt the principles, standards and good practice for the management of research staff set out in the Concordat to Support the Career Development of Researchers (2019) and subsequent amendments. Research staff should be appointed on terms that are no less favourable than those of comparable posts in the Host Organisation.
- 11.6. The Host Organisation is responsible for ensuring that a safe working environment is provided for all individuals associated with a research project, and must meet all regulatory and legislative requirements as recommended by the Health and Safety Executive, and will include appropriate care where researchers are working off-site.
- 11.7. It is the responsibility of the Host Organisation and Award Holder to ensure that appropriate insurance is obtained for any individual employed on the Award, including students, who intend to undertake Overseas Travel, Fieldwork, Secondments or Sabbaticals during the Award period.
- 11.8. The Award Holder is expected to comply with the Host Organisation guidelines on overseas travel and safety in fieldwork, particularly for high risk countries. The British Academy will not be held liable for the health, safety and security of award holders or individuals employed on an award.
- 11.9. The Host Organisation and the Award Holder must ensure that research involving the use of animals falls within the regulations laid down in the UK Animals (Scientific Procedures) Act 1986 and subsequent amendments. Any element of research funded

by the Award that is conducted outside the UK must, as a minimum standard, be conducted in accordance with the principles of UK legislation.

- 11.10. In the case of research involving the use of animals, the Award Holder must inform the British Academy that animals will be used in the research and provide the following details: the number of animals, the species and procedures involving animals. The Award Holder must also inform the British Academy as soon as possible of any significant increase to the number of animals used or a change in the species from that which was originally supported by the Award.
- 11.11. The British Academy endorses the principle of the NC3Rs (replace, refine and reduce) which means that every effort must be made to replace the use of live animals with non-animal alternatives; to reduce the number of animals used in research; and refine procedures so that the degree of suffering for animals is kept to an absolute minimum.
- 11.12. The British Academy accepts no responsibility for costs or liabilities arising from the research funded by the Award, other than those set out in these Conditions of Award, or otherwise agreed in writing.
- 11.13. The Host Organisation, any Award Holder or any other person working on the Award (including but not limited to employees, students, visiting fellows and subcontractors) will indemnify the British Academy against any claims for compensation or against any other claims (whether under any statute or regulation or at common law) for which the Host Organisation may be liable as an employer or otherwise or for which any other person working on the Award may be liable.
- 11.14. These Conditions of Award will be governed by the laws of England and Wales. All matters relating to the terms and conditions will be subject to the exclusive jurisdiction of the courts of England and Wales.
- 11.15. If any provision of these terms and conditions is found by a court or other legitimate body to be illegal, invalid or unreasonable, it will not affect the remaining terms and conditions which will continue in force.

## **12. SAFEGUARDING**

- 12.1. Activity funded through this programme may involve working with vulnerable beneficiaries in the UK and/or overseas. The Host Organisation is expected to take reasonable steps to ensure that those who come into contact with this Award do not, as a result, come to harm.
- 12.2. In particular, the Host Organisation shall:
  - (a) take reasonable steps to prevent actual, attempted or threatened Sexual Exploitation, Sexual Abuse or Sexual Harassment by its employees;
  - (b) take reasonable steps to ensure that individuals are enabled to report concerns and complaints of actual, attempted or threatened exploitation, abuse or harassment;

- (c) adopt and follow robust procedures for the reporting and investigation of actual, attempted or threatened Sexual Exploitation, Abuse or Harassment by its employees, including reporting such matters to the relevant authorities;
- (d) report to the British Academy if the Host Organisation receives any complaints of actual, attempted or threatened Sexual Exploitation, Sexual Abuse or Sexual Harassment (a 'Safeguarding Disclosure') about, by or from its employees or those representing the Host Organisation;
- (e) report to the British Academy if the Host Organisation becomes aware of a Safeguarding Disclosure in relation to the Host Organisation, the Award Holder and/or their Award,

provided that in complying with its obligation under (d) or (e), the Host Organisation shall provide an outline of the complaint and details of the action being taken by the Host Organisation, but shall not be required to provide any personal data.

12.3. In the event that the Host Organisation fails to comply with any of Clause 12.2, the British Academy reserves the right to (at all times acting reasonably, proportionately and in accordance with the law):

- (a) deem this to be a material breach and terminate the Award, and/or
- (b) suspend, withhold or reduce its payment of all or part of the Award related to the breach from the date of the breach, and/or
- (c) require repayment of all or part of the Award related to the breach, to the extent it would be reasonable and proportionate to do so (having regard to the nature of the breach) (but not including amounts of the Award which were committed in good faith with the British Academy's approval) and/or
- (d) take a breach of Clause 12.2 by the Host Organisation into account when considering future applications for funding from the Host Organisation or (depending on the circumstances of the breach and the individual(s) responsible) the Award Holder.

### **13. INTELLECTUAL PROPERTY**

13.1. Unless stated otherwise in the Terms & Conditions of Award, the British Academy does not own or have any rights in and takes no responsibility for the identification, protection, management and exploitation of any intellectual property generated through the Award by the Host Organisation and/or the Award Holder.

13.2. The Host Organisation grants to the British Academy a non-exclusive, irrevocable and royalty-free, sub-licensable, worldwide licence to use all British Academy-funded intellectual property which is contained in (a) any interim statements and reports, (b) the Report, (c) the Financial Statement; and (d) any other reports or information provided to the British Academy on the progress of the Award or otherwise related to the Award. For the avoidance of doubt, the British Academy shall have no right to use any intellectual property created by the Host Organisation and / or the Award Holder which is contained in the research outputs funded by the Award.

- 13.3. It is the responsibility of the Host Organisation, and all engaged in the research, to make every effort to ensure that any potentially valuable results obtained in the course of the research are exploited, whether protected by IP rights or not, and used to the benefit of society and the economy.
- 13.4. 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 the British Academy's Conditions of Award. The British Academy may demand a copy of any collaborative agreement entered into pursuant to this Clause 13.4.
- 13.5. The collaborative agreement must set out that the Host Organisation(s) is not restricted in its future research capability, that all applications of the intellectual property are developed in a timely manner and that the substantive results of the research are published within an agreed and reasonable period.

#### **14. DATA PROTECTION**

- 14.1. The British Academy is registered under the Data Protection Act 2018 (Registration Number: Z618255X) and adheres to the Data Protection Principles.
- 14.2. Successful applicants should be aware that the information they provide on the application form and in subsequent reports will be used by the British Academy for processing the application, making any consequential award, for the payment, monitoring and review of the award, and for general British Academy business. This information may be shared with relevant funding partners, including but not limited to the Department for Science, Innovation and Technology, and the Foreign, Commonwealth and Development Office.
- 14.3. Information will also be shared with relevant officers in the Host Organisation for the award procedures to be followed.
- 14.4. 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 British Academy awards.
- 14.5. Queries submitted under the terms of the Data Protection Act about the processing of personal data should be addressed to the British Academy's Data Protection Officer. Submitting the online application form constitutes the applicant's agreement to all terms, conditions, and notices contained in the Scheme Notes.
- 14.6. Application forms will be retained for ten years in the case of successful applications and may be consulted by the British Academy in the event of future applications being submitted.
- 14.7. With respect to the processing of personal data as part of the carrying out of the Funded Activities, Host Organisations and / or Award Holders (as applicable) must comply with all applicable UK data protection legislation.

**15. CONFIDENTIALITY**

- 15.1. The Host Organisation shall (and shall ensure that the Award Holder and anyone else involved in the Funded Activities shall) at all times and as far as reasonably practicable:
- (a) Treat any Confidential Information as confidential and safeguard it accordingly, and to the same standard as it would safeguard any confidential information relating to its own activities;
  - (b) Subject to Clause 15.4 below, not further disclose any Confidential Information to any third party except for the proper purposes of administering the Award, or with the prior written approval of the British Academy;
  - (c) Limit access to any Confidential Information to such of its staff, professional advisers, and agents ("individual recipients") as may reasonably need to have such access;
  - (d) Not seek to commercially exploit or benefit in any way from any Confidential Information, other than for purposes related to the Funded Activities;
  - (e) Only copy and retain any Confidential Information to the extent reasonably required for the purposes of the Funded Activities and in order to comply with its legal obligations;
  - (f) As soon as reasonably practicable or, unless otherwise agreed, on expiry or termination of the Award, (at its own expense and by appropriate means) comply with the British Academy's reasonable instructions as to the return, destruction, or deletion of any material (of whatever nature) including any Confidential Information; and
  - (g) Immediately notify the British Academy by appropriate means, (followed by a written notice as soon as reasonably practicable) of any actual or potential breach of confidence in respect of any Confidential Information, and take any reasonable steps to end, avoid, prevent, reduce or mitigate any adverse effects of any such breach, and subsequently comply with any measures designed to prevent any incidence or recurrence of any breach.
- 15.2. Except to the extent set out in this Clause 15 or where disclosure is expressly permitted, the Host Organisation shall treat all Confidential Information belonging to the British Academy as confidential and shall not disclose any Confidential Information belonging to the British Academy to any other person without the prior written consent of the British Academy, except to such persons who are directly involved in the provision of the Funded Activities and who need to know the information.
- 15.3. Nothing in this Clause 15 shall prevent either party disclosing any Confidential Information obtained from the other party where disclosure is required by law.
- 15.4. Nothing in this Clause 15 shall prevent either party from using any techniques, ideas or know-how gained during the performance of its obligations under the Award in the course of its normal business, to the extent that this does not result in a disclosure of the other party's Confidential Information or an infringement of the other party's intellectual property rights.

**16. SUBSIDY CONTROL**

- 16.1. The Host Organisation shall take all actions required to ensure that the Funded Activities are delivered in compliance with the Subsidy Control Act 2022 and any associated secondary legislation where relevant and shall provide such documentation as necessary to ensure compliance.
- 16.2. The Award is granted on the basis that:
- (a) Funded Activities are, and will remain, non-economic activities. The Host Organisation shall ensure that measures are taken (where necessary) and maintained to ensure that the Award is not used to cross-subsidise any economic activity ('economic activity' to be interpreted in accordance with the Subsidy Control Act 2022); or
  - (b) the subsidy control requirements do not apply to the Award by virtue of it being 'minimal financial assistance' under Section 36 of the Subsidy Control Act 2022 and in such cases the provisions of Clause 16.3 below apply; or
  - (c) Funded Activities are, and will remain, compliant with the conditions of the RDI Route (or with the conditions of such other Streamlined Subsidy Scheme as agreed by the British Academy in writing in advance).
- 16.3. Where the Award is made on the basis that it is 'minimal financial assistance', the Host Organisation acknowledges and accepts that:
- (a) the Award is conditional upon the Host Organisation providing the British Academy a minimal financial assistance declaration in the form provided by the British Academy. It should retain this form and produce it on request to the British Academy;
  - (b) the British Academy may not grant the Award if it causes the Host Organisation (or other recipients of the Award identified by the parties) to exceed the relevant limit for minimal financial assistance;
  - (c) it is jointly and severally responsible with the British Academy for maintaining detailed records to demonstrate compliance with the Subsidy Control Act 2022; and
  - (d) if granted, it shall keep a written record that it has received the Award which was minimal financial assistance, the date of the grant and amount for at least three years from the date it was granted.
- 16.4. The Host Organisation will maintain appropriate records of its assessment and compliance with the relevant subsidy control regime and take all steps to assist the British Academy in any subsequent required proceedings or investigations by any court, tribunal or regulatory body.
- 16.5. The Host Organisation shall upload details of the Award on the transparency databases as required by the Subsidy Control Act 2022.

**17. COMPLIANCE**

- 17.1. The British Academy reserves the right upon reasonable notice to inspect the Award at any time and to require further information to be supplied as seen fit in any way in relation to the Award. 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.
- 17.2. The Host Organisation will at all times comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010.
- 17.3. The Host Organisation must have a sound administration and audit process, including internal financial controls to safeguard against fraud, theft, money laundering, terrorist financing or any other impropriety, or mismanagement in connection with the administration of the Award. The Host Organisation shall require that the internal/external auditors report on the adequacy or otherwise of that system.
- 17.4. All cases of fraud or theft (whether proven or suspected) relating to the Funded Activities must be notified to the British Academy as soon as they are identified by the Host Organisation. The Host Organisation shall explain to the British Academy what steps are being taken to investigate the irregularity and shall keep the British Academy informed about the progress of any such investigation. The British Academy may however request that the matter be referred (which the Host Organisation is obliged to carry out) to external auditors or other third party as required.
- 17.5. The British Academy may (i) require that the Host Organisation address any actual or suspected fraud, theft or other financial irregularity and/or (ii) suspend future payment of the Award to the Host Organisation. Any grounds for suspecting financial irregularity includes what the Host Organisation, acting with due care, should have suspected as well as what is actually proven.
- 17.6. Persistent failure to comply with the Terms & Conditions of Award will result in the British Academy writing to the Vice-Chancellor or equivalent senior official of the Host Organisation and lead to the possibility of sanctions (separate from the rights to terminate the Award in accordance with Clause 6).
- 17.7. The sanction for non-compliance with the Terms & Conditions of Award is penalty-listing: that is, to disbar, indefinitely, the scholar concerned from applying to the British Academy under any of its grant-giving schemes; and to disbar, for a period of two years, all members of the Host Organisation from applying to the British Academy under any of its grant-giving schemes. These sanctions are separate to the British Academy's rights under Clause 6.
- 17.8. The Host Organisation must report to the British Academy promptly and in full in the event of any national security concerns arising in relation to the Award Holder where the concerns are relevant to the Funded Activities.
- 17.9. The Host Organisation and (where applicable) the Award Holder must comply with:

- (a) the terms of the Subsidy Control Act 2022 where relevant, and shall provide such information and documents to the British Academy as is required to facilitate the British Academy's compliance with that Act;
- (b) (if the Funded Activities involve international research collaboration) the Trusted Research guidance as set out online at [Trusted Research | NPSA](#);
- (c) (in the case of ODA Awards) the terms of the Paris Agreement and the Paris Agreement Alignment Policy when published.

## **18. EQUALITY**

18.1. The Host Organisation and (where applicable) the Award Holder must:

- (a) comply with the Public Sector Equality Duty under section 149 of the Equality Act 2010, to the extent relevant; and
- (b) provide such information to the British Academy as the British Academy may request to enable it to (i) fulfil its duties under the Equality Act 2010, and (ii) demonstrate compliance with the terms of the funding provided to it by central government.

18.2. (In the case of ODA Awards) the Host Organisation and (where applicable) the Award Holder must (in addition to their obligations under Clause 18.1):

- (a) comply with the International Development Act 2002, the International Development (Gender Equality) Act 2014 and all other statutes and regulations relating to official development assistance;
- (b) comply with any request from the British Academy to provide a Gender Equality Statement and / or a Gender Equality Action Plan, in each case in such form as the British Academy may require;
- (c) without prejudice to the generality of Clause 18.2(a), comply with the gender equality requirement under the International Development (Gender Equality) Act 2014;
- (d) where the Funded Activities comprise development assistance pursuant to section 1 of the International Development Act 2002, ensure that such assistance is provided in a way that is likely to contribute to reducing poverty and inequality between persons of different gender.



## Part 2: Scheme Specific Conditions

### British Academy Conferences

#### 1. Use of Grant

- a) The award is to support the conference described in the application. If it is proposed to vary the programme in any significant way, **prior** approval must be sought from the British Academy.
- b) The conference should take place at the British Academy *or* a venue agreed between the British Academy and the principal Award Holder *or* online. Conferences may also be held at British International Research Institutes (BIRIs) outside of the UK, but these events must be delivered in a hybrid format to ensure the conference is accessible to audiences in the UK.
- c) Conferences organised and delivered with the British Academy Events Team are referred to as ‘Home conferences’, while those organised and delivered by Award Holders at other UK or BIRI venues are termed ‘Away conferences’.
- d) The conference should be accessible and inclusive to the widest possible audience. Speakers and attendees should be asked their access requirements ahead of the event. In-person conferences must be staged in wheelchair accessible venues, and other reasonable adjustments should be made as requested (where budget and other circumstances allow).
- e) The conference should take place between 1 April 2026 and 31 March 2027 on dates agreed between the British Academy and the principal Award Holder. The conference should take place over one or two days (or up to three days if it is to be held online). Conferences held at the British Academy must take place between 09:30 and 17:00. Template programmes and advice with regard to timings will be provided.
- f) Conferences must be open occasions – they cannot be closed, invitation-only events.
- g) Please note that conference papers are expected to be given in English. If any speakers wish to present in another language, you must ensure that their talk is translated into English.
- h) For conferences staged at the British Academy, we expect the majority of speakers to present in person. If more than 4 of the 16 speakers need to present remotely, then the Academy reserves the right to pivot the occasion online.
- i) Grants may be used **only** for items eligible under the British Academy Conferences scheme, and in accordance with the items originally requested in the Award Holder’s application. As a reminder, the items for which Academy grants may be used are set out in Table 1. If any exceptions have been approved, they will be specified in the letter of award. Please note that grants are cash-limited, and there is no scope for

supplementation of an award.

- j) The Award Holder will be sent a timeline of key conference dates, which will outline the main logistical and marketing deadlines. The Award Holder must work to the dates included in this timeline.
- k) The Award Holder will provide the academic theme; develop the overall objectives of the conference; select and approach speakers and chairs and brief them on the required academic focus; work with British Academy staff to identify the best channels to market the conference; aim to put together a proposal for a themed collection of papers arising from the conference to be published in the *Proceedings of the British Academy series* (or in the *Journal of the British Academy*), and where approved, act as editor to steer the collection towards publication.
- l) For conferences held at the British Academy or administered by the British Academy team online, British Academy staff will handle the administration of the conference and the registration of delegates on the days of the conference, as outlined in the application form. The Award Holder will share the speakers' contact details with British Academy staff; the Award Holder must ensure that speakers consent to this exchange of data in advance.
- m) For conferences held at other UK or BIRI venues, the Award Holder will handle the administration of the conference, including booking the venue, AV services and catering, arranging speakers travel and accommodation, ticket bookings, handling the logistics on the days of the conference etc. If convenors opt to stream their conferences to allow for engagement with online audiences, this must be arranged with their own institution. Use of the Academy's social media / Zoom channels for this purpose is not possible.
- n) For 'Away' conferences, the Award Holder is primarily responsible for the promotion of their conference, using their networks and contacts and those of the speakers taking part. The Academy will organise a small marketing campaign to assist the promotion of the conference; including digital promotion. For 'Home' conferences, the Academy will work closely with convenors to promote the event.
- o) The conference will be badged as a 'British Academy Conference' or a 'British Academy/Wellcome Trust Conference', dependent on the source of funding (all successful applicants will be clearly informed of the source of the funding of their grant when an award has been offered). Award Holders will be expected to include due acknowledgement of the funder and the Academy when promoting, delivering and disseminating the results of the conference funded under this scheme. Promotional wording is to be agreed with the British Academy. Promotional wording and 'press packs' will be provided.
- p) Please note that the strand of British Academy/Wellcome Trust Conferences is not open to those who:
- have a research grant from the tobacco industry
  - are applying for funding from the tobacco industry
  - are employed on a research grant from the tobacco industry.

- q) The Academy is committed to reducing the environmental impact of the travel we fund. We expect the people we fund to minimise the number of journeys taken by using alternatives where possible (for example video conferencing) and to choose travel that has a lower carbon impact, where practical.

## 2. **Payment of Grant**

- a) For conferences held at the British Academy or delivered by the British Academy team online, the British Academy will be the financial administrator of the award and will directly handle the agreed funds.
- b) For conferences held at other UK or BIRI venues, awards are paid to the Award Holder's institution (except in the case of independent researchers, not affiliated to an institution). Payment will be made by electronic transfer (BACS). The timing of payment is at the Academy's discretion, but every effort will be made to ensure that funds are released in good time. Please note that it may take up to 28 days for payment transfer to be completed by the Academy's Finance Office.
- c) Conference income, where charged, belongs to the host institution (for conferences held at the British Academy or delivered by the British Academy team online, the income will belong to the British Academy).
- d) For conferences held at the British Academy or delivered by the British Academy team online, the Academy can offer the principal Award Holder up to ten places at the conference for 'guest' delegates, for whom the registration fee will be waived (you might think of students or those key academics who – though not invited to speak – you would ideally like to see sitting in the audience and contributing significantly).
- e) The British Academy Conferences scheme is supported from both governmental and non-governmental funding sources. After an award has been made, the applicant and their employing organisation will be informed about any award made from a non-governmental source.
- f) The British Academy Conferences scheme is not included in the FEC regime, and all of the research expenses covered by the award are Directly Incurred Costs.
- g) The Academy regrets that it cannot enter into correspondence with, or on behalf of, Award Holders on the subject of income tax.
- h) Event cancellation on the British Academy's side is rare and would likely relate to force majeure. In the event that the conference is cancelled, the British Academy will make every effort to honour the Award. However, Award Holders should be aware that re-scheduling may not always be possible. If the conference cannot go ahead, publication remains an alternative option for realising the aims of the conference.

## 3. **Reporting and Accounts**

- a) Award Holders must submit a final report, which evaluates the success of the conference, within 3 months after the end date of the award.

- b) For conferences held at the British Academy or delivered by the British Academy team online, feedback forms will be sent to all delegates and speakers, to assist with the ongoing evaluation of the British Academy Conferences programme. We also ask that all 'away' conference convenors share this feedback form with all attendees.
- c) 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 returned to the British Academy. The report will be deemed incomplete until the grant has been fully accounted for and any financial reconciliation made. The only exception to this relates to Award Holders whose conferences are to be held at the British Academy or delivered by the British Academy team online. They are not required to submit a statement of expenditure as the British Academy will handle the financial elements of the conference.
- d) In the case of researchers not affiliated to an institution, who have administered the award personally, receipts for single items over £100 must be provided.

#### 4. **Variation and Termination of Award**

- a) The Academy should be informed in writing immediately if the Award Holder intends to move to another institution during the course of the research. The new institution is required to confirm its acceptance of the conditions of award.
- b) The lead applicant must not have had an allegation of bullying or harassment upheld against them for which there is either a current formal disciplinary warning or an active sanction. The Academy can terminate the award if it is subsequently found that any such allegations have been upheld or if any such allegations are upheld in relation to this award during the award period.

#### 5. **Publications**

- a) There is a presumption that Award Holders will aspire to publish an edited volume of essays arising from the conference, and an expectation that a proposal would be submitted for such a volume to be published in the *Proceedings of the British Academy* series ([www.thebritishacademy.ac.uk/proceedings](http://www.thebritishacademy.ac.uk/proceedings)), or in the *Journal of the British Academy*. The Publications Team will discuss the process with Award Holders directly.

**Table 1: Items eligible for funding from British Academy Conferences**

<b>Item</b>	<b>ELIGIBLE?</b>
<b>VENUE</b>	
Venue hire to host the conference	<b>Yes</b>
AV services and technical assistance on the days of the conference, including filming and streaming and editing of the conference during and after the event.	<b>Yes</b>
Catering on the days of the conference: coffee breaks and a lunch break per day for all delegates (including speakers).	<b>Yes</b>
<b><i>Either</i></b> a drinks reception for all speakers and attendees <b><i>or</i></b> a reception/conference dinner for speakers only.	<b>Yes</b>
Staffing costs for on the day stewarding from an external company to ensure safe delivery of the event.  <i>*Please note that external event coordinators, i.e. staff hired to support the administration of the conference over the course of the planning period, cannot be supported.</i>	<b>Yes*</b>
<b>SPEAKERS</b>	
Accommodation for up to 16 speakers, including conference convenors and chairs for a two-day conference (or 8 speakers, including conference convenors and chairs for a one-day conference).	<b>Yes</b>
Economy travel costs for up to 16 speakers, including conference convenors and chairs for a two-day conference (or 8 speakers, including conference convenors and chairs for a one-day conference).	<b>Yes</b>
Business or first-class travel, or the use of taxis (only considered in cases of certified medical need).  <i>Unless a request has been explicitly approved by the Academy. Requests are only likely to be granted if needed as an EDI adjustment.</i>	<b>No</b>
Speaker visa costs and travel insurance	<b>Yes</b>
Convenor/speaker fees and/or maintenance away from home. This includes keynote speaker fees.	<b>No</b>
Medical testing for travel relating to COVID-19 (e.g. lateral flow or PCR tests)	<b>Yes</b>
<b>MARKETING / PROMOTION</b>	
Advertising costs to promote the conference (the British Academy will help promote conferences and will therefore <i>not</i> issue funds for marketing)	<b>No</b>

<i>(The Academy encourages all convenors and speakers to share information about the conference to their networks.)</i>	
<b>CONFERENCE PLANNING</b>	
Consultancy or salary costs of staff or students to assist with the conference planning and delivery. Event coordinators are also not supported, unless included as part of external hire costs, e.g. a catering manager's fee on the day which is required alongside catering orders.	<b>No</b>
Research assistance	<b>No</b>
Payment to the principal / co-researcher(s) in lieu of salary, or for personal maintenance at home	<b>No</b>
Replacement teaching costs	<b>No</b>
Costs associated with the organisation of workshops to advance the research	<b>No</b>
Consumables (i.e., purchase of datasets, photocopies, microfilms, etc., and any other minor items that will be used up during the course of the project)	<b>Yes</b>
The costs of preparing illustrations, including photography, acquisition of images, draughtsmanship and cartography or other bespoke illustrative material for presentations	<b>No</b>
Costs of reproduction rights for text or images during the conference (e.g. copyright permission for image to be live streamed)	<b>Yes</b>
<i>(Please estimate the cost in your application)</i>	
Creation / commissioning of artwork / illustration linked to the conference theme to help disseminate research to a wider, more public audience.  <i>(We are open to considering opportunities to share the findings/research with wider public audiences outside of live streaming or publication. We will need to approve any requests on a case-by-case basis but please indicate in your application if you would hope to have this included, along with approximate costs.)</i>	<b>Potentially</b>
Computer hardware, including laptops, electronic notebooks, digital cameras etc.	<b>No</b>
Specialist software (not covered by AV requirements)	<b>No</b>
Permanent resources and equipment or any elements that should properly be ascribed to departmental or university overheads	<b>No</b>
Institutional overheads	<b>No</b>
<b>ACCESSIBILITY</b>	
Childcare or other family care costs, where these are necessary. Please provide details	<b>Yes</b>
Other EDI adjustments as required (BSL interpretation, translation etc.)	<b>Yes</b>
Bursaries for conference attendees (including students and ECRs)  <i>(Bursaries will not be paid for attendees but convenors should consider offering free or discounted tickets to those who may struggle to afford to attend – for example undergraduates or Early Career Researchers, unwaged or retired)</i>	<b>No</b>