

## Standard Terms and Conditions: General/Innovate at Imperial Grants

This document sets out the Standard Terms and Conditions of Imperial Health Charity General and Innovate at Imperial grants. As well as these Standard Terms and Conditions, the grantee ('you') must follow the Additional Grant Conditions (if any) set out in your Grant Award Letter.

By accepting this grant from Imperial Health Charity ('the Charity'), you and/or Imperial College Healthcare NHS Trust ('Trust')/Imperial College London ('College') agree to abide by all the grant conditions in full. Acceptance of the grant indicates agreement to the grant conditions and compliance with all prevailing laws and regulations applicable to the project. These terms and conditions cannot be negotiated.

Acceptance of the grant also confirms compliance with the Trust/College's policies and procedures, the Data Protection Act 1998, the Caldicott Guardian (where applicable) and the requirements of ethical committees where appropriate.

### 1. *Payments & Financial Arrangements*

(1.1) Grants are paid in arrears and the Charity cannot make any payments in advance. The Trust/College must pay for items upfront first, then the grant acts as a reimbursement.

(1.2) The process is as follows:

- For awards at the Trust:
  - Show your Grant Award Letter to your Trust department/unit/ward/clinic's budget-holder - often the Head of/Matron/Sister/Business Partner. They will then generate a funding code for the grant.
  - You can then make any order(s) or purchase(s) through e-procurement, coding the expenditure to this funding code.
  - Once any order(s) are placed or purchase(s) are made, you should fill in the Trust's Invoice Request Form, and send it to your department's Trust Finance contact. If this is not known, send it to [imperial.income.queries@nhs.net](mailto:imperial.income.queries@nhs.net).
  - Trust Finance will then invoice the charity, and we will pay the money back. This means the money will be credited back to the funding code it came from, so you are reimbursed.

You must complete all the mandatory fields on the Invoice Request Form, including the Grant Reference Number, approved cost type the expenditure relates to (from the project budget table in the Grant Award Letter), and the funding code the expenditure was ordered under. You must also attach the Grant Award Letter, and evidence of the expenditure, such as purchase orders, invoices or receipts, as backing documents. **For the Charity to accept the Trust invoice and process the repayment, all the mandatory fields and backing documents must be included.**

- For awards at the College:
  - Show your Grant Award Letter to your budget holder or finance manager. They will then generate a funding code for the grant.
  - You can then make any order(s) or purchase(s) through purchasing, coding the expenditure to this funding code.
  - Once order(s) are placed or purchase(s) are made, you should send any invoices, receipts or evidence of the expenditure to your budget holder or finance manager, and notify them that this needs to be recharged to the

Charity. You should also quote the Grant Reference Number, and the approved cost type the expenditure relates to (as detailed in the Grant Award Letter).

- They should then liaise with College Finance, and College Finance will invoice the Charity. We will then pay the College back, and the money will be credited back to the funding code it came from, so you are reimbursed.

**For the Charity to accept the College invoice and process the payment, the backing documents, Grant Reference Number, and approved cost type must be included, so it is important these are passed along at every stage.**

- (1.3) This means the Charity will only pay invoices issued by the Trust or College. The Charity does not provide funding directly to you, nor pay supplier invoices directly, save in exceptional circumstances. The Charity is aware that sometimes items such as personal computers, travel, and minor pieces of equipment, are difficult to procure through the Trust or College, and we may be able to reimburse you directly in certain instances. Please email the Charity's Grants Team ([grants@imperialcharity.org.uk](mailto:grants@imperialcharity.org.uk)) for any request to be considered *before* you make any expenditure. Again, these grants will be paid in arrears and the Charity cannot make any payments in advance.
- (1.4) If your project includes costs that are potentially VAT exempt, such as medical equipment, you must confirm this with the supplier. If these purchases then are VAT exempt, you must obtain a VAT Exempt Certificate from the Charity to enable you to receive this relief. To do this, please email quotes for these items to the Charity's Finance team ([finance@imperialcharity.org.uk](mailto:finance@imperialcharity.org.uk)). The quotes must still be valid for at least one month when you send them in. The Charity will then issue you with the Certificate. **You must not make any purchases until you receive the certificate to show to the supplier(s).**
- (1.5) You, and the Trust/College, are responsible for ensuring that the funds are spent on the project and approved costs specified in the Grant Award Letter, and in accordance with the conditions set out in this document.
- (1.6) The award is fixed at the amount stated in the Grant Award Letter. The award is broken down into approved cost types, which are also fixed. Amounts higher than in the Grant Award Letter will not be paid, except in the case of pre-agreed cost transfers (see 1.9).
- (1.7) You, and the Trust/College, must keep accurate and comprehensive financial records of the spending of the grant. The Charity may ask to view these records at any time the grant is still open. You must also comply with the financial and administrative procedures of the Trust/College.
- (1.8) Moving funds from one approved cost type to another may be possible, however you must seek prior approval from the Charity for transfers that increase an approved cost type(s) by more than 10%. Please email the Charity's Grants Team ([grants@imperialcharity.org.uk](mailto:grants@imperialcharity.org.uk)) to request this. You must also send us a completed [Progress Report](#). Transfers that increase an approved cost type(s) by 10% or less are permitted without the need to seek approval, except in the case of salary costs, which always require prior approval.
- (1.9) All grant expenditure must be made between the Grant Start Date and the Grant End Date. This is a 12-month period, starting on the date you specify as your start date on the Grant Start Certificate (see 2.2), unless otherwise stated in your Grant Award Letter.

- (1.10) You must ensure the Trust/College invoices the Charity promptly for payment, in quarterly instalments or instalments that make sense to this project. All these invoices must have been received by the Charity by the Final Grant End Date. Any amount not claimed at the end of this period will remain with the Charity and the grant will be closed without further notice to the you/Trust/College.
- (1.11) Payments may be withheld if required reporting is not submitted within the timeframes set out by the Charity. Also, the Charity will not pay the final instalment of any grant until you have submitted the End of Grant Report (see 3.1).
- (1.12) If on request you are unable to provide evidence of expenditure, the Charity reserves the right to reduce the grant award in kind.

## 2. *Administrative Arrangements*

- (2.1) To accept the grant, you must complete the Grant Start Certificate attached to your Grant Award Letter and return it to the Charity. The Grant Start Certificate must be submitted within six months of the date of the Grant Award Letter (your Grant Start Certificate Deadline).
- (2.2) You must use the Grant Start Certificate to tell the Charity when you will be starting your project, and therefore what the Grant Start and End Dates will be. The Charity cannot pay for any costs incurred until the Grant Start Certificate has been signed by both you and the relevant finance/research department and returned to us. If you have any doubt about the Grant Start Certificate, please email the Charity's Grants Team ([grants@imperialcharity.org.uk](mailto:grants@imperialcharity.org.uk)) as soon as possible.
- (2.3) Deferring acceptance of the grant may be considered in exceptional circumstances but is only possible before the Grant Start Certificate Deadline. Please email the Charity's Grants Team ([grants@imperialcharity.org.uk](mailto:grants@imperialcharity.org.uk)) to request this, giving reasons for the deferral and a realistic new project timetable. The original grant amount will remain unchanged and the Charity will not consider an uplift to the original amount due to the deferral. The Charity will consider the deferral request but may withdraw the grant and instead ask you to reapply at a later date.
- (2.4) The Charity reserves the right to withdraw without notice any grant that has not been accepted within the six-month time limit and where a deferral request has not been received.
- (2.5) If the grant has been accepted, but the project experiences delays due to unforeseen circumstances, you can request an extension to the grant, or to temporarily suspend the grant. Please email the Charity's Grants Team ([grants@imperialcharity.org.uk](mailto:grants@imperialcharity.org.uk)) as soon as possible (and at least four weeks before the Grant End Date) so we can consider this. You must also send us a completed [Progress Report](#), and details of your new proposed project timetable and budget. You must not incur further costs to the project until you have received the Charity's formal decision.
- (2.6) You must email the Charity's Grants Team ([grants@imperialcharity.org.uk](mailto:grants@imperialcharity.org.uk)) if you are leaving the Trust or wish to transfer the grant to another member of Trust staff at least four weeks beforehand. To transfer the grant, you must nominate the new member of Trust staff who will continue the project, giving their name, full job title, and contact details. You must also send us a completed [Progress Report](#), and details of how the project will be completed, so we can consider this. The grant will not be considered transferred until this has been approved and formalised.

- (2.7) If your project requires Health Research Authority approval and/or use procedures to be carried out on animals in the UK under the Animals (Scientific Procedures) Act 1986, you must provide the Charity with a copy of the approval as soon as these are secured. The Charity reserves the right to withdraw the grant if approval(s) has/have not been secured within a reasonable time and the project, as outlined in the funding application, is at risk of not being completed.
- (2.8) If your project requires any internal Trust approvals, you must provide the Charity with a copy of the approval(s) as soon as these are secured. You must not start your project until the approval(s) are secured. The Charity reserves the right to withdraw the grant if approval(s) has/have not been secured within a reasonable time and the project, as outlined in the funding application, is at risk of not being completed.

### 3. Reporting Requirements

- (3.1) You must submit an End of Grant Report by the Final Grant End Date. A template for this Report is available on the Charity's [website](#): once completed, email this to the Charity's Grants Team ([grants@imperialcharity.org.uk](mailto:grants@imperialcharity.org.uk)). Final grant payments will not be made until the End of Grant Report is received.
- (3.2) The Charity may request a Progress Report while the project is being delivered. A template for this Report is available on the Charity's [website](#): once completed, email this to the Charity's Grants Team ([grants@imperialcharity.org.uk](mailto:grants@imperialcharity.org.uk)). It is mandatory to provide these if requested, and further grant payments may be withheld until they are received.
- (3.3) The Charity may also contact you up to three years after the end of the project, for further project updates. This allows the Charity to comply with necessary impact and evaluation measures and it is mandatory to provide this information if requested.
- (3.4) You are expected to measure and evaluate the project as described in your application form, and report on this within the End of Grant Report. The Charity may also request to support or input into this work and you are expected to co-operate with the Charity's Impact and Evaluation Manager and Grants Team where relevant.
- (3.5) Where you have not met reporting requirements, or these are not to a sufficient standard, the Charity reserves the right not to fund future applications.

### 4. Acknowledgement of Funding and Publicity

- (4.1) In order to maintain the Charity's reputation and to support the raising of future income it is essential that the Charity is widely known and respected among Imperial College Healthcare NHS Trust, Imperial College London, the scientific community, the media, and among fundraisers and the general public. All opportunities to promote the Charity must therefore be fully exploited and you are obliged to co-operate with the Charity over any publicity or fundraising activity arising from Charity grants.
- (4.2) The financial support of the Charity, wholly or in part, must be appropriately acknowledged in all printed publications, website and other electronic content, presentations, and all publicity and promotional materials and opportunities arising from the grant. Visual elements of the Charity's brand, including logos and brand guidelines, are available on our [website](#). The ideal format of acknowledgement is: *"This work was supported by Imperial Health Charity."*

- (4.3) You are expected to co-operate with the Charity's Communications Team in order to help maximise positive publicity around the project. Where appropriate, this may include: facilitating interviews; photography and filming; sharing key facts, figures, evaluations and findings; engaging with the media; and any other opportunities that may arise to promote the Charity.
- (4.4) All references to Charity-funded work placed on websites, electronic bulletin boards and similar must state clearly that the work is funded by the Charity and, where appropriate, should include a link to the Charity's website. The Charity welcomes publicity on social media to drive awareness of the Charity's work and grant recipients are encouraged to tag the Charity into positive posts about its support.
- (4.5) The Charity's logos, and any other logos and straplines provided by the Charity, shall be used in accordance with the guidelines and used on all material associated with the grant.
- (4.6) You must inform the Charity when the results of work funded, wholly or partly, by the Charity are accepted for publication or presentation. In compliance with this clause, the Charity requests that you inform us at the 'submitted' stage to ensure we are informed well in advance of publications arising.
- (4.7) A copy of the final manuscript of all peer-reviewed research papers supported in whole or in part by the Charity must be deposited in an open access archive such as PubMed Central or Europe PubMed Central, to be made freely available within six months of publication.
- (4.8) In the event of local or national media opportunities, you are obliged to inform, co-operate and work with the Charity. You must consult the Charity before engaging with the media or any form of publicity. This includes: giving a formal interview to a journalist or media organisation; issuing a press release or seeking publicity via the media in any other way. In addition to this, you must inform the Charity if they are contacted by the Trust's press and Communications Team regarding publicity for a Charity-funded project.
- (4.9) In certain instances, the Charity may wish to announce the grant or provide an update in the Charity's Focus newsletter, on its website or social media channels. You must co-operate fully at these times, which may include providing quotes, photographs, interviews or statistical information relating to the project. In addition to this, the Charity reserves the right to use data or other material from the grant application and requested reports as part of its fundraising or publicity activities.

## 5. *Safeguarding*

- (5.1) The Charity commits to addressing safeguarding throughout its work, through the three pillars of prevention, reporting and response. We acknowledge that harm to individuals (particularly children and young people, and adults at risk) may arise from or be reported/disclosed through projects and initiatives funded through the charity's grants programme. You, and any associated personnel, are expected to adhere to the Charity's full [Safeguarding Policy](#) and [Code of Behaviour \(Green Card\)](#).
- (5.2) Safeguarding risk assessments must be completed where funding is sought for activities interacting with children or adults at risk. You must provide evidence that these assessment(s) have been undertaken before starting the activities and email the Charity's Grants Team ([grants@imperialcharity.org.uk](mailto:grants@imperialcharity.org.uk)) to confirm this.

(5.3) Incidents, concerns or disclosures must be reported according to the reporting procedures detailed in the Code of Behaviour (Green Card).

(5.4) The Code of Behaviour (Green Card) must be followed at all times and shared with colleagues so everyone is aware of the Charity's policies.

#### 6. *Staff*

(6.1) The Charity does not act as an employer to staff employed to perform the work for which grants are awarded. The Trust/College undertakes to issue such staff with a contract of employment that complies with relevant laws and regulations and accepts liability for any additional staff costs that arise that have not been included in the approved costs.

(6.2) The Charity must be informed in writing if any staff changes take place within a project if the grant is being used to pay their salary.

#### 7. *Equipment*

(7.1) The responsibility for expenses associated with equipment (operating, maintenance, servicing and insurance, for example) that are not covered by the grant lies with the Trust/College.

(7.2) Where grant funds have been used to purchase a piece of equipment, that equipment must be used for the purposes for which the grant was awarded.

#### 8. *Intellectual Property*

(8.1) No rights to any intellectual property arising from the project may be sold or otherwise transferred to a third party without the Charity's written agreement.

(8.2) If, as a result of a project, ideas, processes or products of potential medical, scientific, commercial or other value are generated, you, the Trust/College, or its third party technology transfer partner will enter into a separate agreement with the Charity on patent, design or copyright protection and ownership; disclosure of information acquired or obtained; and/or sharing of financial returns.

#### 9. *Fraud and Money Laundering*

(9.1) In the event of a case of fraud or money laundering being suspected, the Charity must be notified immediately and kept informed. All grant funding will be suspended with immediate effect until an appropriate investigation has taken place and concluded. The Charity must be supplied with the full report and have time to consider its findings before deciding whether to permit the payment of any grant monies. The Charity reserves the absolute right in the event of any such investigation not to continue funding the project.

(9.2) If fraud or other irregularity is proven, the grant will be terminated immediately. The Charity may take action to recover any grant monies already paid out. The Charity reserves the right to report you and Trust/College to monitoring and regulatory bodies, the police and the Charity Commission.

#### 10. *Conflict of Interest*

(10.1) You must declare any directorships of companies, trusteeships of charities or any other business or other interests that may have a direct or indirect commercial



interest in the project. If, between the time of the original application and this grant being awarded, this information has changed, you must declare this to the Charity before accepting the grant.

#### 11. *Limitation of Liability*

- (11.1) The Charity accepts no responsibility, financial or otherwise, for expenditure or liabilities arising out of the work funded by the grant. The Charity will not indemnify you the Trust/College, or any other person working on a project funded by the grant against any claims for compensation or any other claims.

#### 12. *Data Protection*

- (12.1) Information supplied to the Charity in connection with your grant application will be used by us in processing the application and managing any grant awarded, including but not limited to: registration of applicants; operation of the Charity's grants processing and management information systems; the acquisition of peer review comments (where some referees may be based outside the EEA); audit and evaluation including statistical analysis, policy and strategy studies; and contacting you in relation to current and future Charity business.
- (12.2) The Charity may release details of grant applications and awards (including the name of the lead applicant, employing organisation, project title, project description, and amount awarded) into the public domain (e.g. on its website or in its annual report). The Charity also publishes anonymised grants data to [360Giving](#), as part of our commitment to open grants data.
- (12.3) In accepting the grant, you consent to the Charity processing personal and sensitive personal data for the purposes contained in Clauses 12.1 and 12.2 (above) and also in the Charity's Data Protection and Privacy Policy (which was accepted by you when submitting the grant application).

#### 13. *Imperial Health Charity's Strategic Objectives*

- (13.1) The Charity acts as a key partner with the Trust. The following strategic objectives exist within our three-year 2019 - 2022 [Charity Strategy](#):
1. Improve patient experience and help to deliver true patient-centred care
  2. Develop the careers and enhance the wellbeing of Trust staff
  3. Enable innovation in health and care within the Trust and the wider health system
- (13.2) You and associated personnel are expected to work in collaboration with the Charity's Strategy and respective [grants programme](#), [arts programme](#) and [volunteering programme](#).

#### 14. *Changes to the Grant Conditions*

- (14.1) The Charity reserves the right to change these grant conditions. If an amendment is made to these grant conditions, the Charity reserves the right to apply the revised grant conditions to existing grants. The new grant conditions will only apply to grant activity that occurs after the date of any grant condition amendment. An explanation of any changes will be provided on written request.