



Foundation for the Sociology of Health and Illness

Terms and Conditions of Grant for a Mildred Blaxter Post-Doctoral Fellowship

1. Introduction

1.1 The Foundation for the Sociology of Health and Illness with the registered charity number 1078203, company number 3835791 and registered office at Wrigley's Solicitors, 3rd Floor, 3 Wellington Place, Leeds LS1 4AP (the "**Foundation**") is a registered charity whose objects are to promote and improve for the public benefit social scientific research, education and scholarship in the field of the sociology of health and illness.

1.2 The Foundation makes grants to fund research fellowships and the following are the terms and conditions attached to such grants and the ways in which the Foundation requires the grants to be administered.

1.3 A successful application (the "**Application**", which term shall include any material provided in support of the application form) has been made by the applicant named in the Application (the "**Post-Doctoral Fellow**"), with the support of the university named in the Application (the "**Host Institution**"), (in accordance with the Foundation's guidelines) for a grant from the Foundation.

1.4 These terms and conditions should be read in conjunction with the letter (the "**Letter**") from the Foundation to the Post-Doctoral Fellow making an offer of grant funding (the "**Award**") to him/her and setting an end date (the "**End Date**") for the Award. Where there is any conflict between the Letter and these terms and conditions then the Letter shall prevail.

1.5 The Post-Doctoral Fellow warrants that to the best of his/her knowledge and belief the information provided in the Application is true, accurate and complete.

2. Purpose

2.1 The Award from the Foundation is to enable or assist the Post-Doctoral Fellow to disseminate findings of their thesis through publications and presentations and/or to develop a new programme of work related to their thesis, as described in the Application.

2.2 The Letter, the Application and these terms and conditions together form and create a legally binding contract as between the Foundation, the Host Institution and the Post-Doctoral Fellow, and together constitute "this **Agreement**".

2.3 The Award may be used solely and exclusively for the purposes set out in the Application (subject to any additional purposes, restrictions or exclusions in the Letter or agreed in writing from time to time as between the Foundation, the Post-Doctoral Fellow and the Host Institution). The Post-Doctoral Fellow must notify the Foundation immediately of any change in the information provided in the Application (including for the avoidance of doubt any change to any material provided to the Foundation by the Post-Doctoral Fellow in support of the Application), or if the Post-Doctoral Fellow has reason to believe that he or she will be unable to comply with the terms of this Agreement.

3. Host Institution's Obligations

The Host Institution confirms and agrees, and warrants and represents to the Foundation:

3.1 that it will permit and support the Post-Doctoral Fellow to carry out the work or research detailed in the Application (the "**Work**") in the relevant department or departments of the Host Institution as detailed in the Application;

3.2 that it will ensure that the Work is carried out at all times by the Post-Doctoral Fellow in a proper, diligent and appropriate manner;

3.3 that all applicable laws and regulations, including health and safety requirements, are met in relation to the premises of the Host Institution and the conduct of the Work;

3.4 that the Work will be carried out in an ethically and scientifically sound manner, without fraud or misconduct, and that the Work will not breach any laws or regulations or infringe the rights of any third party;

3.5 that it has adequate insurance relating to the Work;

3.6 that it will make periodic effective checks on the validity of the Work and ensure that it is at all times in accordance with the terms of this Agreement;

3.8 that it will not enter into any obligations with any third parties which may be incompatible or inconsistent with this Agreement; and

3.9 that it will ensure that the funding is applied exclusively and appropriately in support of the Work in accordance with the terms of this Agreement and in accordance with any requests or directions from the Foundation from time to time.

4. Award of Grant

4.1 The details of the payments of the Award are set out in the Letter. Subject to clauses 4.2 and 6, grant payment will be made to the Host Institution on receipt of a short (500 word) report (the "Report") on the Work together with a list of publications, presentations and grant applications, and an itemised statement of expenditure (the "Invoice") supported by receipts. The Invoice should refer to the name of Post-Doctoral Fellow. This sum is not subject to VAT as it is payment of a grant and not a payment for goods and/or services.

4.2 The Foundation will only make payments in respect of the Award to the Host Institution if:

4.2.1 any applicable conditions (including those set out in this Agreement and on the Foundation's website) have been met;

4.2.2 no terms of this Agreement have been breached by the Host Institution and/or the Post-Doctoral Fellow; and

4.2.3 the Post-Doctoral Fellow can demonstrate to the Foundation's reasonable satisfaction, if required to do so by the Foundation, that the Work promotes the Foundation's charitable objects and is being carried out in an acceptable manner.

4.2.4 all claims for payment are made within 3 months of the end date of the award, unless otherwise agreed in advance.

4.3 The Letter contains details of whether the Award is for a one or, in the case of a part-time Post-Doctoral Fellow, two year period. It is not anticipated that VAT is chargeable on the Award, but if it should be chargeable, the grant amounts set out in the Letter shall be inclusive of VAT.

5. Transfer

5.1 If the Post-Doctoral Fellow moves or wishes to move from the Host Institution to an alternative institution (the "New Host Institution") before the Work is complete, he/she may apply to the Foundation for it to transfer the Award to the New Host Institution, any such application must comply with the requirements of clause 5.2 below.

5.2 Any application for a transfer under clause 5.1 must include:

5.2.1 a letter from the Host Institution confirming that it consents to the transfer;

5.2.3 a letter from the New Host Institution confirming that it will abide by and be bound by the terms of this Agreement as though it were the Host Institution named in the Application.

5.3 Where the Foundation receives an application in accordance with clauses 5.1 and 5.2 above, it may (at its sole discretion) agree to transfer the Award to the New Host Institution, but the Host Institution acknowledges that unless and until the New Host Institution enters into a binding assignment or novation of this Agreement, no such transfer has taken place.

5.4 The Host Institution agrees that it will not unreasonably withhold or delay its response to a request by the Post-Doctoral Fellow for it to provide a letter to meet the requirements of clause 5.2.

5.5 Subject to clauses 5.1 to 5.3 above, the Host Institution may not assign or subcontract any of its rights or obligations under this Agreement.

5.6 The Post-Doctoral Fellow may not assign any of his/her rights or obligations under this Agreement.

6. Withdrawal and Clawback

6.1 If any of the circumstances set out in clause 6.2 of this Agreement apply, the Foundation reserves the right to:

6.1.1 clawback or withdraw or suspend any or all of the Award (in a proportionate manner);

6.1.2 terminate this Agreement, in which case the Foundation is released from all its obligations under this agreement without liability to the Host Institution, Post-Doctoral Fellow or any third party. For the avoidance of doubt, if the Foundation terminates this Agreement under this clause, clauses 7, 8 and 9 (to the extent that the Host Institution and/or Post-Doctoral Fellow have been permitted by the Foundation to retain any of the Award given under this Agreement) and 11 of this Agreement shall remain in full force and effect.

6.2 The circumstances referred to in clause 6.1 are as follows:

6.2.1 if the Host Institution and/or Post-Doctoral Fellow is/are in breach of this Agreement;

6.2.2 if the Post-Doctoral Fellow ceases to carry out the Work;

6.2.3 if the Foundation no longer believes that the Work promotes the Foundation's charitable objects; or

6.2.4 if there is a change in status of the Host Institution;

6.2.5 – if the Post-Doctoral Fellow obtains duplicate funding from a third party for the Work;

6.2.6 – if the Post-Doctoral Fellow or Host Institution provides or has provided the Foundation with any materially misleading or inaccurate information.

7 Limitation of the Foundation's Liability

7.1 The Host Institution shall be responsible for distributing the Award received from the Foundation to the Post-Doctoral Fellow in accordance with the Host Institution's normal standards and procedures and any conditions set out in this Agreement.

7.2 The Foundation does not accept any liability as employer of any person to whom support may be given directly or indirectly. The Post-Doctoral Fellow and Host Institution acknowledge that nothing in this Agreement creates an employment relationship between the Foundation and the Post-Doctoral Fellow and/or any third party.

7.3 The Foundation's liability is limited to payment of the Award in accordance with the terms of this Agreement. The Foundation accepts no liability for any consequences, whether direct or indirect, that may come about from the Post-Doctoral Fellow carrying out the Work, the use of the Award or from withdrawal of the Award or termination of this Agreement.

7.4 The Host Institution and Post-Doctoral Fellow acknowledge that nothing in this Agreement shall render the Post-Doctoral Fellow an employee, worker, agent or partner of the Foundation. The Host Institution and Post-Doctoral Fellow agree that they shall not in any circumstances hold the Post-Doctoral Fellow out as such.

7.5 The Foundation shall have no responsibility or liability to the Host Institution or to the Post-Doctoral Fellow or any third party in relation to or arising out of the Work and/or this Agreement, other than as set out in this Agreement. To the extent permitted by law, the Foundation accepts no liability whatsoever for any costs or expense incurred or losses or damages suffered by any person in relation to the Work and/or this Agreement or as a result of the acts or omissions of the Host Institution or the Post-Doctoral Fellow or any other person arising out of or in connection with the Work ("**Losses**"). The Host Institution will indemnify and keep indemnified the Foundation against any such Losses including (but not limited to) claims made against the Foundation by the Host Institution or the Post-Doctoral Fellow in relation to any taxation arising in respect of the Award or any payments made by the Host Institution to the Post-Doctoral Fellow or any claim whatsoever from the Post-Doctoral Fellow or any third party howsoever arising relating to any actual or alleged employment, engagement or appointment relating to the Work and/or its termination.

8 Acknowledgment of support from the Foundation and Publicity

8.1 The Host Institution and the Post-Doctoral Fellow shall acknowledge receipt of the Award by incorporating the Foundation's logo and the words "this work was supported by a Mildred Blaxter Post-Doctoral Fellowship from the Foundation for the Sociology of Health and Illness" into the design of any printed or presentation material related to the Work.

8.2 The Post-Doctoral Fellow and Host Institution consent to their identification and to details of the Award (including but not limited to, the Proposed Programme of Research and Outputs from the Fellowship) being posted onto the Foundation's website and being used in publicity material of the Foundation.

8.3 Any party may disclose to a third party information relating to either or both the others or relating to this Agreement if required to do so by law.

9 Intellectual Property Rights

9.1 All intellectual property and rights to any data or research generated by the Work (the "IP rights") will be owned by the Host Institution or the Post-Doctoral Fellow.

9.2 The Host Institution and Post-Doctoral Fellow hereby irrevocably agree to grant to the Foundation a royalty free irrevocable licence to use any of the IP rights, if the Foundation so requests.

10 Extensions/Variation

10.1 The Post-Doctoral Fellow may apply for an extension or variation of the Award to which this Agreement applies if:

10.1.1 the Post-doctoral fellow suffers a serious illness;

10.1.2 the Post-Doctoral Fellow takes maternity leave, paternity leave or adoption leave;

10.1.3 there is a serious disruption to the Post-Doctoral Fellow's research or studies which affects the Work; or

10.1.4 other extenuating circumstances apply.

10.2 Any application for an extension under clause 10.1 must include:

10.2.1 the reason for the request;

10.2.2 what level of extension or variation to the Award the Post-Doctoral Fellow is seeking from the Foundation; and

10.2.3 a letter from the Host Institution in support of the application for the extension and/or variation and confirming the reason for the request.

10.3 Any extension or variation granted under clause 10.1 is at the sole discretion of the Foundation and will not be available when there has simply been a failure to complete the proposed Work or on the occurrence of any other event which (in the Foundation's opinion) could have been avoided.

10.4 The Host Institution agrees not to unreasonably withhold or delay providing the Post-Doctoral Fellow with a letter to meet the requirements of clause 10.2.3 above.

10.5 Any variations to this Agreement may only be made in writing signed by all parties.

11 General

11.1 This Agreement shall be subject to the law of England and Wales and the Foundation, the Post-Doctoral Fellow and the Host Institution irrevocably submit to the exclusive jurisdiction of the English courts.

11.2 A person who is not a party to this Agreement shall not have any rights under or in connection with it.

11.3 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Foundation and the Host Institution nor constitute either of them as the agent of the other, nor authorise either of them to make or enter into commitments for or on behalf of the other.

11.4 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Foundation and the Post-Doctoral Fellow nor constitute either of them as the agent of the other, nor authorise either of them to make or enter into commitments for or on behalf of the other.

11.5 Accepting the Award and/or submitting the Report and/or invoice shall be deemed acceptance by the Post-Doctoral Fellow and the Host Institution of these terms and conditions and the terms of this Agreement.

11.6 Subject to clauses 5.1 to 5.3, the Post-Doctoral Fellow and Host Institution may not, without the prior written consent of the Foundation, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or burden of this Agreement or, except as permitted in this Agreement or contemplated in the Application, transfer or pay to any other person part of the Award.

11.7 Personal data: the Foundation for the Sociology of Health and Illness (the data controller) collects information about individuals applying to its award schemes, and about individuals providing references for applicants to its schemes, to address its legitimate interests as an organisation. These interests include the evaluation of applications, communication with successful and unsuccessful applicants, examining trends in the pattern of awards to different demographic groups, administering its finances, and maintaining its own accounts and records. Personal information held in hardcopy is stored in a secure filing cabinet at the workplace of its treasurer. Personal information held in digital form is stored on a secure remote server provided by Google Cloud. Google Cloud may transfer data onto servers outside the European Economic Area, using appropriate security safeguards, as detailed [here](#). Personal information on applicants and referees is held for a maximum of seven years, in line with the Foundation's need to fulfil the processes listed above. Individuals about whom the Foundation holds personal information may request access to this information (a 'data subject access request'), and may request that it be corrected if it is inaccurate. Individuals may also object to the processing of this information by the Foundation, and lodge a complaint with a supervisory authority. Any data subject access request, request to correct information held, or objection to process personal information should be addressed in the first instance to fshadmin@gmail.com. For further information please see our [privacy notice](#).

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