



Foundation for the Sociology of Health and Illness

Terms and Conditions of Research Grant Development Award

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 19 Cookridge Street, Leeds, LS2 3AG (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 the development of high quality, innovative research grant proposals in medical sociology (sociology of health and illness) for submission to major national or international funding bodies. 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 Recipients, with the support of the university (the "**Host Institution**") of the lead applicant ("**Lead Applicant**") as named in the Application (in accordance with the Foundation's guidelines) for such 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 Lead Applicant making an offer of grant funding (the "**Award**") to the successful applicants (including the Lead Applicant and any co-applicants named in the Application) (the "**Recipients**") 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 these the Letter shall prevail.

1.5 The Recipients warrant that to the best of their 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 Recipients in developing a grant application for submission to a major funding body, 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 Recipients, 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 Recipients and the Host Institution). The Recipients 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 Recipients in support of the

Application), or if they have any reason to believe that they will be unable to comply with the terms of this Agreement.

3. Award of Grant

3.1 The details of the payment of the Award are set out in the Letter. Subject to clauses 3.2 and 4, grant payment will be made to the Host Institution on receipt of a short (500 word) report (the “**Report**”) of the Recipients’ work (the “**Work**”), details of the Application(s) submitted (including title of research proposal, funding body and date of submission), details of any papers for publication and an itemized statement of expenditure (the “**Invoice**”) from the Host Institution. The Invoice should refer to the name of the Research Grant Development Award as given in the Application, and of the Lead Applicant. This sum is not subject to VAT as it is payment of a grant and not a payment for goods and/or services.

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

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

3.2.2 no terms of this Agreement have been breached by the Host Institution and/or Recipients;

3.2.3 the Recipients 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; and

3.2.4 all claims for payment are made within 3 months of the End Date unless otherwise agreed in advance.

3.3 The Letter contains details of the amounts of the grant. This will not be increased except under very exceptional circumstances. 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.

4. Withdrawal and Clawback

4.1 If any of the circumstances set out in clause 4.2 of this Agreement apply, the Foundation reserves the right to:

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

4.1.2 terminate this Agreement, in which case the Foundation is released from all its obligations under this Agreement without liability to the Host Institution, Recipients or any third party. For the avoidance of doubt, if the Foundation terminates this Agreement under this clause, clauses 5, 6 (to the extent that the Host Institution and/or Recipients have been permitted by the Foundation to retain any of the Award given under this Agreement) and 8 of this Agreement shall remain in full force and effect.

4.2 The circumstances referred to in clause 4.1 are as follows:

4.2.1 if the Host Institution and/or Recipients is/are in breach of this Agreement; or

4.2.2 if the Recipients obtain duplicate funding from a third party for the Work;

4.2.3 if the Recipients cease to meet the eligibility criteria; or

4.2.4 if the Recipient or the Host Institution provides or has provided the Foundation with any materially misleading or inaccurate information.

4.3 Where the breach by the Host Institution and/or Recipients is capable of remedy, the Foundation shall allow the Host Institution and/or Recipients (as appropriate) a reasonable time to remedy the breach before exercising either or both of the options outlined in clause 4.1 above. In the meantime, it may suspend all payments to the Host Institution under this Agreement until such breach has been remedied.

5 Limitation of the Foundation's Liability

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

5.2 The Foundation does not accept any liability as employer of any person to whom support may be given directly or indirectly. The Recipients and Host Institution acknowledge that nothing in this Agreement creates an employment relationship between the Foundation and the Recipients (or any one of them) and/or any third party.

5.3 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 Recipients carrying out the Work, the use of the Award or from withdrawal of the Award or termination of this Agreement.

5.4 The Host Institution and the Recipients acknowledge that nothing in this Agreement shall render any of the Recipients employees, workers, agents or partners of the Foundation. The Host Institution and the Recipients agree that they shall not in any circumstances hold the Recipients out as such.

5.5 The Foundation shall have no responsibility or liability to the Host Institution or to the Recipients 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 Recipients (or any one of them) or any other person arising out of or in connection with the Work ("**Losses**").

6 Acknowledgment of support from the Foundation and Publicity

6.1 The Recipients shall acknowledge receipt of the Award by incorporating the Foundation's logo and the words "this work was supported by funding from the Foundation for the Sociology of Health and Illness" into the design of any printed or presentation material and all written communications and publicity material associated with the Work.

6.2 The Recipients consent to their identification and to the details of their application

(including, but not limited to, Title of research group, Co-applicants and Aims and Objectives of the development work) being posted onto the Foundation's website and being used in publicity material.

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

7 Intellectual Property Rights

7.1 All intellectual property and rights to any data or research generated by the development of the research grant application will be owned by the Host Institution or the Recipients.

8 General

8.1 This Agreement shall be subject to the law of England and Wales and the Foundation, the Recipients and the Host Institution irrevocably submit to the exclusive jurisdiction of the English courts.

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

8.3 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.

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8.5 Accepting the Award and/or submitting the Report and/or Invoice shall be deemed acceptance by the Recipients and the Host Institution of these terms and conditions and the terms of this Agreement.

8.6 The Recipients 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.

8.7 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](#).

Revised: February 2013 (MGB), March 2013 (MGB), March 2017 (GPM), September 2017 (GPM), April 2018 (GPM), July 2020 (GPM)