

# The Bell Burnell Graduate Scholarship Fund: General Terms and Conditions of Award 2022/2023

For office use: **BBSGF Grant reference:** «Reference»

## For University/Institution to complete

**Host University/Institution:** «HostUniversity/Institutionname»

**Student:** «Student'sName»

**Lead supervisor:** «SupervisorName»

**Head of School or equivalent:** « Head of School or equivalent's Name»

**Chief Financial Officer:** «CFO's Name»

## Introduction

These General Terms and Conditions of Award set out the standard terms and conditions for the Institute of Physics Bell Burnell Graduate Scholarship Fund (BBSGF). They may be supplemented by specific terms and conditions included in any Award Letter. In the event of any inconsistency between the Award Letter and these General Terms and Conditions of Award, the Award Letter shall prevail.

The Student and Host University/Institution are expected to comply with these General Terms and Conditions of Award and the Award Letter. Failure to comply may lead to withdrawal of the Grant and the IOP reserves the right to pursue actions to recover any grant monies paid, in part or full.

It is the responsibility of the Host University/Institution to ensure that the Student and Lead Supervisor are aware of their responsibilities under, and abide by, the terms set out herein and in the Award Letter. The elements of these General Terms and Conditions of Award which are particularly relevant to the Student are set out in the Schedule.

## 1. Key definitions

i. **Agreement:** means these General Terms and Conditions of Award, the Award Letter and the Acceptance of Grant Form.

ii. **Award Letter:** the letter from the IOP to the Host University/Institution stipulating the value and tenure of the Grant.

iii. **Award Period:** the period of the Grant as stated in the Award Letter, beginning on the Student's actual start date of their Doctoral research studies (or period for which Top-up funding is needed for), as confirmed in writing by the Host University/Institution in the application.

iv. **Financial Statement:** a form that must be completed quarterly by the Host University/Institution and submitted to the IOP that sets out (i) the actual expenditure incurred by the Host University/Institution during the Award Period on activities covered by the Grant, (ii) the total grant amount awarded by the IOP in regard to the Grant for the claim period (quarterly), and (iii) any additional information required by the IOP from the Host University/Institution.

v. **Grant:** the financial support for a proportion of up to 50% of the costs of the Student undertaking a Doctoral programme at the Host University/Institution, full details of which are specified in the Award Letter.

vi. **Student:** the Doctoral student to whom the grant is awarded and who is undertaking the Doctoral research programme.

vii. **Host University/Institution:** refers to the UK or Ireland University/Institution at which the Doctoral programme will be carried out by the Student and which takes responsibility for the management of the research project and accountability for Grant funds disbursed.

viii. **Progress Reports:** forms to be completed periodically by the Student and Lead Supervisor which report on the progress and plans of the Student and their research during the Award Period and beyond and which must be submitted to the IOP in accordance with the schedule provided by the IOP.

ix. **The IOP:** The Institute of Physics, a charity registered in England and Wales (no. 293851) and Scotland (no. SC040092), whose registered office is 37 Caledonian Road, London, N1 9BU.

## **2. Grant acceptance**

i. As part of the fundamental conditions of the Grant, it is required that the Host University/Institution agrees to accept and administer the Grant. As a result, all required financial reporting and contractual matters will be between the IOP and the Host University/Institution and not the Student. The Host University/Institution undertakes to ensure that the Student and Lead Supervisor fully comply with the terms of the Agreement.

ii. Prior to the disbursement of the first instalment of the Grant, the Host University/Institution and Student must accept, and agree to abide by the terms of the Agreement. An Acceptance of Grant Form specifying this will be made available by the IOP and the Student and a senior staff member, with the authority to bind the Host University/Institution to such an agreement, must sign it. No changes may be made to the Acceptance of Grant Form without the written consent of the IOP. The Acceptance of Grant Form must be returned to IOP within 10 working days of it being issued. Failure to return the form in this timescale may result in the Grant offer being withdrawn.

iii. Signing and returning the Acceptance of Grant Form is acceptance of the Grant on the terms and conditions stipulated in the Award Letter as well as these General Terms and Conditions of Award.

iv. Prior to the issuing of the Award Letter, the Student and/or the Host University/Institution may be asked to provide further information on any element of the application which the IOP or the BBGSF Panel felt needs further explanation. Applications may be rejected if no information, or inadequate information, is provided in response to any such request.

v. The Host University/Institution warrants and undertakes that:

- a. it shall comply, and shall be responsible for ensuring compliance by its staff and representatives, with all applicable laws, statutes, regulations and codes including, but not limited to those, relating to anti-bribery and anti-corruption (including but not limited to the Bribery Act 2010);
- b. to the best of its knowledge, the information provided in its parts of the Grant application are accurate and complete;
- c. it has complied with its duties under the Equality Act 2010, and any other applicable legislation, in selecting the Student to be put forward for the Grant;
- d. it has verified that the Student has all necessary visas and permissions to study and work in the United Kingdom and Ireland as required to complete their Doctorate studies or, if any such visas and permissions cannot be applied for until funding is secured, the Host University/Institution will

- complete this verification before the Student commences their Doctoral studies, and will inform the IOP immediately if there are any issues or concerns in this regard; and
- e. it shall provide co-funding to the Student's Doctoral research studies of at least 50% of the total anticipated costs, as set out in the application.

### **3. Value of the Grant**

- i. The value of the Grant is stipulated in the Award Letter and this amount is fixed and is payable in GBP/Euro in equal quarterly instalments in advance throughout the duration stipulated in the Award Letter.
- ii. The Host University/Institution will promptly return to the IOP any amount of the Grant which remains unused at the end of the Award Period or at the completion of the Student's research, whichever comes first.

### **4. Administration by the Host University/Institution**

- i. The Host University/Institution must ensure that the Grant is used solely for expenditure which is incurred by the Student or the Host University/Institution during the Award Period directly and solely for the purposes of providing necessary support for the Student to complete their Doctoral research studies (this support does not include the supervisor's expenses in any way). Examples of such expenditure may include, but are not limited to, accommodation, course fees, child care costs and travel to relevant conferences and other relevant events. The Host University/Institution shall be responsible for having adequate procedures in place to validate all claims made by the Student to ensure that the Grant is solely used for these purposes. If the Host University/Institution is unsure if any expenditure may be covered by the Grant, they should seek guidance from the IOP.
- ii. The Host University/Institution must complete and return a financial statement quarterly for the duration of the Award Period. The IOP will reconcile the expenditure incurred against payments made to ensure that any under spend on the Grant is returned to the IOP.
- iii. In the event that there is a need to change supervisors, the Host University/Institution must promptly notify the IOP.
- iv. The IOP acknowledges that there will be circumstances within the Award Period of the Grant where it may be appropriate for the Award Period to be extended or for the Grant to be converted to part-time status (or vice versa) or to be suspended or terminated. In this instance, the Host University/Institution must promptly notify the IOP.

### **5. Administration by the IOP**

- i. The IOP will be responsible for:
  - a. advertising and promoting the fund, opening the call each year;
  - b. fundraising for the fund to encourage additional donations to be added in support of the fund's programme of work;
  - c. managing applications and ensuring they meet qualifying criteria;
  - d. co-ordinating the applications review process and meetings of the IOP Panel;
  - e. ensuring a three-year rotation of IOP Panel members, with some stagger to allow for continuity;
  - f. agreeing with the IOP Panel the amount that will be allocated each year;
  - g. administering payment of the grants and issues and logistics related to these;
  - h. providing a small additional amount for the Student to cover the payment of their IOP membership costs (allowing full membership of the IOP at no cost to the individual);

- i. maintaining an alumni list of successful applicants and bring these together each year at a suitable event so that we maintain contact and we can follow and support their career development; and
- j. work with the Chair of the IOP Panel to appoint new panel members.

## **6. Grant holders and Alumni**

- i. All BBSF Students and alumni are expected to serve as ambassadors for the scheme and this could include attending some annual events hosted by the IOP, identifying opportunities to promote the scheme and/or contribute to promotional materials amongst other things.

## **7. Data Protection**

- i. The IOP will collect and use personal information provided in the application and during the Award Period for processing the application, making any award, and for the payment, monitoring, management and review of the Grant. Details of how personal data may be used are set out in the application form.
- ii. For more details about how the IOP handles personal information and your rights to access information being held about you, please see our Privacy Notice at [iop.org/privacy](http://iop.org/privacy).

## **8. Financial Management**

- i. The IOP accepts no responsibility for any costs or expenses incurred by the Student or the Host University/Institution over and above the Grant amount stated in the Award Letter. The Grant amount will not be increased in these circumstances.
- ii. The Grant shall not be used for any indirect or overhead costs of the Host University/Institution.
- iii. The Grant will be paid in equal quarterly instalments over the Award Period. Each instalment may be claimed quarterly in advance and will be paid by the IOP within 30 days of receipt of a valid invoice from the Host University/Institution. Invoices must include the correct invoice reference and BBSF grant reference.
- iv. The IOP's intention is that the Grant will be paid in full. However, without prejudice to the IOP's other rights and remedies, the IOP may at its discretion withhold or suspend payment of the Grant, or recover any amounts of the Grant already paid, if:
  - a. the Host University/Institution uses any part of the Grant for purposes other than those for which it has been awarded;
  - b. the Host University/Institution or the Student provide the IOP with any materially misleading or inaccurate information;
  - c. the IOP reasonably considers that the Student has not made satisfactory progress;
  - d. the Student ceases to pursue their Doctoral studies at the Host University/Institution completely or for an extended period of time;
  - e. the Host University/Institution fails to provide at least 50% co-funding for the Student's Doctoral research studies;
  - f. any changes occur in the status of the Student or the Host University/Institution or otherwise which impacts their ability to fulfil the Agreement or their eligibility for the Grant; or

- g. the Host University/Institution, its staff or representatives or the Student fails to comply with any of the terms of the Agreement or otherwise brings the name of the IOP into any form of disrepute.

## **9. Doctoral programme management**

- i. The Grant must be held by an eligible UK or Ireland University/Institution where the relevant physics department, school or faculty has either a current (at the time of starting the programme) Juno and/or a current Athena Swan award.
- ii. It is the responsibility of the Host University/Institution to ensure that the Student's Doctoral programme is organised and undertaken within a framework of best practice that recognises the various factors that may influence or impact on a Doctoral programme.
- iii. The IOP accepts no liability for the way in which the work in connection with the Grant is undertaken by the Student and/or the Host University/Institution. The Student and the Host University/Institution in which the studentship is held are responsible in all regards for the work and its consequences.
- iv. The Host University/Institution and the Student must promptly notify the IOP of any changes in status that might affect the eligibility to hold the Grant.
- v. In the event of a change in eligibility of either the Host University/Institution or the Student, including, but not limited to the loss of its Juno or Athena Swan status, the IOP reserves the right to withdraw the Grant and/or stop any further payments.
- vi. In the event of a loss of the Host University/Institution's Juno or Athena Swan status i.e. if it no longer holds a Juno and an Athena Swan award, the Host University/Institution commits to funding the Student's entire Doctoral programme.

## **10. Reporting**

- i. The Host University/Institution must ensure that the Student and Lead Supervisor complete and submit Reports on the progress of the Student's Doctoral programme at the required times throughout the Award Period, as shown in the table below (Table 1). This must include the 'Final Report' which the Lead Supervisor will submit and must include the Student's thesis abstract and any additional information on their completion.
- ii. The Student and Lead Supervisor are responsible for ensuring they meet the deadline for sending in Progress Reports in line with the scheduled reporting dates provided below (Table 1).
- iii. Payment of the next quarterly payment due under the Agreement may be withheld until a compliant report is submitted.
- iv. BGSF Grants Manager will also arrange informal telephone calls at an agreed time with the Student periodically.

**Table 1: Reporting dates**

<b>Reports</b>	<b>Deadline</b>
<b>Year 1</b>	Last day of 6 <sup>th</sup> month

	End of 1 <sup>st</sup> year
<b>Year 2</b>	Last day of 6 <sup>th</sup> month End of 2 <sup>nd</sup> year
<b>Year 3</b>	Last day of 6 <sup>th</sup> month End of 3 <sup>rd</sup> year
<b>Year 4 – if applicable</b>	Last day of 6 <sup>th</sup> month End of 4 <sup>th</sup> year
Final Report (Student's thesis abstract and any additional information on Student's completion)	90 days following end of doctoral programme

## **11. Student transfer**

- i. If the Student intends to move to another eligible host university/institution during the Award Period, the IOP must be given at least 1 month's prior written notice.
- ii. In the event that a Student transfers to an eligible host university/institution, the BBSF grant will be transferred with the Student and the new eligible host university/institution must sign a new Acceptance of Grant form to accept and agree to abide by the Agreement.
- iii. The Host University/Institution must provide all reasonable assistance requested by the IOP, the Student and the new host university/institution to ensure a smooth transfer of the Grant. This may include, but is not limited to, the transfer of any unspent Grant monies to the new host university/institution.
- iv. The Host University/Institution shall remain bound by the Agreement until all matters relating to the period the Grant was held by the Host University/Institution are concluded.

## **12. Limitation of liability**

- i. To the maximum extent permitted by law, the IOP accepts no liability whatsoever for any consequences, whether direct or indirect, that may come about from the research funded by the Grant, the use of the Grant or from withdrawal of the Grant.
- ii. Subject to clause 10(i), the IOP's total aggregate liability to the Host University/Institution in connection with or arising from the Grant is limited to the payment of the Grant.

## **13. Amendment to Conditions**

- i. The Agreement may only be amended by the written agreement of the IOP and Host University/Institution.
- ii. The Host University/Institution must notify the IOP promptly of any changes that arise which changes theirs, or the Student's, status or impacts their ability to fulfil the Agreement.

## **14. Duration and Termination**

- i. The parties agree that at the end of the Award Period, this arrangement shall terminate automatically, unless otherwise agreed in writing by the parties.
- ii. The IOP is entitled to terminate the Agreement immediately on written notice if the Host University/Institution and/or the Student breaches any term of the Agreement or otherwise brings the name of the IOP into any form of disrepute.
- iii. Any obligations under the Agreement Letter that remain unfulfilled following the expiry or termination of the Grant Period or Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

## **15. General**

- i. The Host University/Institution may not, without the prior written consent of the IOP, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of the Grant or, except as contemplated as part of the Grant, transfer or pay to any other person any part of the Grant.
- ii. All rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, and any other intellectual property rights whatsoever owned by either the IOP or the Host University/Institution before the Award Period or developed by either party during the Award Period, shall remain the property of the relevant party.
- iii. The Host University/Institution agrees and confirms that there is no representation or statement upon which they have relied in accepting the Grant which is not set out herein or in the Award Letter. This clause is not intended to affect any liability the IOP may have for fraud, howsoever arising.
- iv. The Host University/Institution shall not publish any material referring to the Grant without the prior written agreement of the IOP but shall ensure that the outputs from the Student's Doctoral studies including, but not limited to, their thesis, will be disseminated in accordance with normal academic practice. The Host University/Institution and the Student shall acknowledge the support of the IOP in any materials that refer to the Grant, in the Student's thesis, papers and presentation related to their Doctoral studies and in any written or spoken public presentations about the Grant, thesis or studies. Such acknowledgements shall be in such form as are agreed by the IOP in writing from time to time.
- v. No failure or delay by either party to exercise any right or remedy under the Agreement shall be construed as a waiver of any other right or remedy.
- vi. The Host University/Institution shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Host University/Institution, arising out of the Student's research studies and/or the Host University/Institution's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss.
- vii. The Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

- viii. All notices sent in accordance with the Grant must be in writing and sent to the address of the relevant party's main correspondence address or to another address notified by a party as the appropriate address. Notices are deemed to be served four days after first class posting.
- ix. The awarding of the Grant shall not create any partnership or joint venture between IOP and the Host University/Institution, nor any relationship of principal and agent or employer and employee, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

## **16. Governing law and jurisdiction**

- i. This Agreement shall be governed by and construed in accordance with the laws of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

## **17. Schedule**

Without prejudice to the other terms in these General Terms and Conditions of Award, the Student specifically agrees to comply with the following:

1. Prior to the disbursement of the first instalment of the Grant, the Host University/Institution and Student must accept, and agree to abide by the terms of the Agreement. An Acceptance of Grant Form specifying this will be made available by the IOP and the Student and the Host University/Institution must sign it. No changes may be made to the Acceptance of Grant Form without the written consent of the IOP. The Acceptance of Grant Form must be returned to IOP within 10 working days of it being issued. Failure to return the form in this timescale may result in the Grant offer being withdrawn.
2. Signing and returning the Acceptance of Grant Form is acceptance of the Grant on the terms and conditions stipulated in the Award Letter as well as these General Terms and Conditions of Award.
3. Prior to the issuing of the Award Letter, the Student may be asked to provide further information on any element of their part of the application which the IOP or the BBSGF Panel felt needs further explanation.
4. The Student confirms that:
  - a. they shall comply with all applicable laws, statutes, regulations and codes including, but not limited to those, relating to anti-bribery and anti-corruption (including but not limited to the Bribery Act 2010);
  - b. to the best of their knowledge, the information provided in their part of the Grant application are accurate and complete; and
  - c. they have all necessary visas and permissions to study and work in the United Kingdom and Ireland as required to complete their Doctorate studies or, if any such visas and permissions cannot be applied for until funding is secured, will ensure that they are in place before they commence their Doctoral studies, and will inform the IOP immediately if there are any issues or concerns in this regard.
5. All BBSGF Students are expected to serve as ambassadors for the scheme and this will include events and activities and opportunities to promote the scheme.
6. The IOP accepts no liability for the way in which the work in connection with the Grant is undertaken by the Student and/or the Host University/Institution. The Student and the Host University/Institution in which the studentship is held are responsible in all regards for the work and its consequences.
7. The Student must promptly notify the IOP of any changes in status that might affect the eligibility to hold the Grant.
8. The Student must complete and submit Progress Reports on the progression of their Doctoral programme at the appropriate time for the duration of the Award Period. This will also include a 'Final Report' which the Lead



Supervisor will submit and must include the Student's thesis abstract and any additional information on their completion.

9. The Student is responsible for ensuring they meet the deadline for sending in Progress Reports in line with the scheduled reporting dates provided below (Table 1).
10. BBGSF Grants Manager will also arrange informal telephone calls at an agreed time with the Student periodically.

**Table 1: Reporting dates**

<b>Reports</b>	<b>Deadline</b>
<b>Year 1</b>	Last day of 6 <sup>th</sup> month End of 1 <sup>st</sup> year
<b>Year 2</b>	Last day of 6 <sup>th</sup> month End of 2 <sup>nd</sup> year
<b>Year 3</b>	Last day of 6 <sup>th</sup> month End of 3 <sup>rd</sup> year
<b>Year 4 – if applicable</b>	Last day of 6 <sup>th</sup> month End of 4 <sup>th</sup> year
Final Report (Student's thesis abstract and any additional information on Student's completion)	90 days following end of doctoral programme

11. If the Student intends to move to another eligible host university/institution during the Award Period, the IOP must be given at least 1 month's prior written notice.
12. The Student shall not publish any material referring to the Grant without the prior written agreement of the IOP but shall ensure that the outputs from their Doctoral studies including, but not limited to, their thesis, will be disseminated in accordance with normal academic practice. The Student shall acknowledge the support of the IOP in any materials that refer to the Grant, in their thesis, papers and presentation related to their Doctoral studies and in any written or spoken public presentations about the Grant, thesis or studies. Such acknowledgements shall be in such form as are agreed by the IOP in writing from time to time.
13. All rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, and any other intellectual property rights whatsoever developed or created by the Student during the Award Period including, but not limited to their Doctoral thesis, shall remain the property of the Student.