



INDEPENDENT SOCIAL RESEARCH FOUNDATION

Award Letter incorporating Terms and Conditions

[Applicant Name]
[Address Line 1]
[Address Line 2]
[Post Code]

[Date]

Dear [Applicant Name],

Re: [Award Category]

We are pleased to notify you that the Independent Social Research Foundation ("ISRF") has accepted your application dated [Date of Submission] (the "Application") for the [Award Category] (the "Award"), attached hereto.

The terms and conditions for the award are set forth below. Please review these terms and conditions carefully, as once this letter agreement is fully signed it is a legally binding contract (which incorporates the Application) between you and the [Host Institution] (the "University") on the one hand and the ISRF on the other hand. Please note however that this letter does not constitute a contract of employment between you and the ISRF.

These terms and conditions are intended to ensure that funds applied to the Award are spent for the purpose for which they were requested by you; that the ISRF is informed of any significant changes in the project being supported and permission is sought where necessary; and finally that the ISRF receives a proper account of the outcomes of such research.

Terms and Conditions

Funding and timing

1. The Award is granted for a period covering [Award Duration], commencing [Start Date].
2. While you and the University are in compliance with the terms and conditions set forth herein, the ISRF will pay the amounts on the dates set out in Appendix I. To this end the University should issue a corresponding invoice in advance to the ISRF at the above address, to the attention of the Financial Director.
3. The purpose of the Award and of this contract is for the data and conclusions which your Application anticipates ultimately to be published, so that they can be available to and relied upon by the academic community. You will work expeditiously to complete the research according to the timetable described in the application, and in order to reasonably satisfy this purpose. The University undertakes to reasonably support your work on the research toward this purpose, and take no action that will hinder your progress, your completion of it or your publication of its results.
4. We reserve the right to withhold an award or require repayment if we find that any false information is supplied to the ISRF wilfully; the work undertaken is not the work for which the award was approved (and if we have not been informed of these changes); and if the award has not already been spent on its intended purpose.

Other Funding – Commercial Exploitation

5. You and the University certify that as of the date of your signatures below you have not received, been awarded or been promised any funding other than from the ISRF for any of the proposed work described in your application to the ISRF for the Award. (If you have been awarded such funding, please contact the ISRF immediately to discuss apportioning the ISRF's funds with the other funds.)
6. From the date of your signatures below until completion of the Award, neither you nor the University will accept any funding for any of the work described in the application unless you first notify the ISRF in writing and the ISRF consents in writing to such additional funding. In its sole discretion, the ISRF may deny such consent or condition it on apportioning any future funds from the ISRF with the additional funds, or on reimbursement of prior funds paid by the ISRF.
7. You and the University should seek the ISRF's consent to commercially exploit the results of any research it has funded. Consent will not be unreasonably withheld, and in principle the ISRF will only refuse an institution's request where it considers that the proposed commercial exploitation would run counter to its interests and charitable objectives. As a condition of granting consent, the ISRF will require the institution to accept the standard charitable revenue and equity sharing terms of the ISRF for amounts over £5,000.

Changes and Responsibility

8. You must inform the ISRF as soon as practicable of any significant divergence from the original aims and directions of the activities funded by the Award.

9. The ISRF should be informed immediately if you intend to move to another institution during the course of the Award or if there is any change in the personnel working on a project who are specified in the Application. Decisions about the transfer of the award rest with the ISRF. If the decision is that the Award may be transferred, you must arrange for the University to send a closing financial statement to the ISRF, and for your new institution to provide a statement agreeing to the ISRF's prevailing conditions of award and to administer the remaining Award monies. Only then will the ISRF make a new formal offer of award to the new institution for the balance remaining in the budget. This new award may be subject to different conditions to the original award.
10. You and the University assume all responsibility for the proposed research, and the University will hold the ISRF and its officers, directors and employees harmless from any and all lawsuits, claims, judgment, damages, awards or losses, arising from the research, investigations or conduct of the research.
11. The University is responsible for your employment and the employment of any staff associated with the Award and for their terms and conditions of employment, for providing appropriate facilities for the work, and for the financial management of the Award monies.

Budgets and Financial Monitoring

12. The University will indicate the Award funds separately on its account books. It will charge only Award-related expenditures to the separate account and will keep records adequate to enable the ISRF to easily determine the use of Award funds.
13. You and the University will make books and records showing the Award account available for inspection by ISRF officers and representatives upon request at reasonable times and upon advance notice.
14. The ISRF has the right to ask for confirmation from the external auditors of the University (a) that the external auditors have signed their opinion on the annual accounts of the University without qualification, and (b) that the management letter from the auditors raises no matters that did or could significantly affect the administration of awards granted by the ISRF. If the auditors have raised any such matters in their management letter, the ISRF may require the University to provide it with relevant extracts from the letter.
15. The University must ensure that the control of expenditure to be funded under the Award is governed by the normal standards and procedures of the University and is covered by any formal audit arrangements that exist in the University.
16. Within the limits of the total budget, the spending under different heads must conform broadly to the original estimates in the Application. If you wish to make any substantial variation of expenditure (ie in excess of 20% of non-staff expenditure) between heads of the budget set out in the Application, you must seek the ISRF's permission before doing so.
17. The ISRF will honour nationally or regionally agreed salary increases. You can notify the ISRF of the additional sum required once this is known.
18. Any balance of the Award funds which remains unexpended within sixty (60) days following completion or termination of the Award will be returned immediately to the ISRF.

Reporting

19. At the end of the Award, you will provide to the ISRF a final report (no more than 1500 words) detailing the research that has been performed, to what extent the specific aims of the Award have been accomplished and to what extent they remain to be accomplished. Thereafter, you will reasonably endeavour to inform the ISRF of additional publications made or follow-up funding received resulting from the Award.

Publications – Acknowledgments – Publicity

20. You and the University will acknowledge the financial support of the ISRF on all publications, presentations, abstracts, press releases, and literature resulting from the Award.
21. If you or the University wish to issue press statements that mention the ISRF, we must be given an opportunity to comment on the draft. The text should acknowledge that the work has been funded by the ISRF, but that the views expressed are those of the Fellow and not those of the ISRF.

Other

22. The ISRF reserves the right to suggest, as well as to assist you in finding, a suitable institutional mentor.
23. We reserve the right to share the information you have provided with relevant parties (e.g. charitable or other authorities) where appropriate.
24. We reserve the right to amend these terms and conditions.
25. The ISRF accepts no responsibility, financial or otherwise, for expenditure (or liabilities arising out of such expenditure) or liabilities arising out of the activities funded by the award. The ISRF will not indemnify the University, any fellow or any other person working on the Award (including employees, students, visiting fellows and subcontractors) against any claims for compensation or against any other claims (whether under any statute or regulation or at common law) for which the University may be liable as an employer or otherwise or for which any such person may be liable.
26. In issuing the funds, the ISRF is relying materially on your and the University's compliance with these terms and conditions. Breach of any of these terms or conditions constitutes a material breach of this contract, entitling the ISRF in its sole discretion to rescind the contract and the award, and to the return by the University of the entirety of any funds paid to that point by the ISRF, whether or not the University has expended them on the Project.
27. We reserve the right to withhold funding or terminate an award at our sole discretion in particular if you are in breach of any of the conditions of award or become unfit or unable to pursue the work funded.

28. These terms and conditions shall be governed by and construed in accordance with English law. You and the University irrevocably submit to the jurisdiction of the English courts to settle any disputes in connection with these terms and conditions.

If you have questions or concerns regarding the above, please contact the ISRF immediately.

Otherwise, please indicate acceptance of these terms and conditions by having a copy of this letter executed, and returning the signed copy to us at the above address.

We appreciate your commitment to social research, and wish you every success with your research.

Yours sincerely,

Stuart Wilson

Administrator

The above-stated terms and conditions for the ISRF's award of the Research Award are hereby accepted.

Beneficiary Name:

Signature:

Date:

University Financial Officer:

Signature:

Date:

Appendix I

Total costs relating to [Applicant Name]'s Award: **GBP [Total Funding]**

Schedule of payments:

[Year]

[DD/MMM]

GBP [First Instalment]

[DD/MMM]

GBP [Second Instalment]

[ISRF will normally choose to make the payment in up to four instalments]

An invoice relating to these payments should be submitted no later than one month in advance, addressed to:

The Administrator
Independent Social Research Foundation
Jachthavenweg 121
1081 KM
Amsterdam
Netherlands

Copied to:

The Administrative Officer
Independent Social Research Foundation
62 Bayswater Road
London
W2 3PS
U.K.

or by email to finance@isrf.org