# The OSTEOPATHIC FOUNDATION - TERMS AND CONDITIONS OF GRANT

These are the standard terms and conditions of grants made by the Institute of Osteopathy in its capacity as the trustee of The Osteopathic Foundation.

# Definitions

When we refer to ‘we’, ‘us’ or ‘our’ we mean the Institute of Osteopathy acting in its capacity as the trustee of The Osteopathic Foundation, registered office 3 Park Terrace, Manor Road, Luton LU1 3HN (registered charity number 313785).

When we refer to ‘you’ or 'your organisation' we mean XXX

When we refer to ‘both parties’ we mean both us and you.

|  |  |  |
| --- | --- | --- |
|  “Grant”  |   | means the sum of money granted by us in accordance with the Grant Offer Letter and these Terms and Conditions |
| “Grant Application”  |   | means the grant application and budget dated [XXX] made by you and the Researcher |
|   |   |  |
| “Grant Offer Letter”  |   | means the letter or email dated [XXX] to which these Terms and Conditions are attached |
|   |   |  |
| “Terms and Conditions”  |   | means these Terms and Conditions  |
| “Researcher”  |   | the person or persons referred to in the Grant  |
|   |   | Application who will undertake the project referred to in the Grant Application |
|   |   |  |

# Purpose of Grant

You must only use the Grant for the purpose(s) described in the Grant Application, the Grant Offer Letter and these Terms and Conditions. The Grant is for the use of your organisation and must not be given, novated or otherwise transferred to any third party apart from the Researcher for the purpose of the project. If you wish to vary the terms of use of the Grant or its timing in any way, you must first obtain our written permission.

# Conditions of Grant

We will pay the Grant to you in accordance with the schedule set out in Annexe 1 upon satisfactory receipt of the documents detailed there. Further payment of any instalments is subject to your compliance with these Terms and Conditions and any other conditions set out in the Grant Offer Letter.

# Payments

Grant payments will be made by cheque or bank transfer and must be deposited into your organisation's bank account. All payments from that account must be approved by two or more authorised signatories. The funds in that account must only be applicable to the project as set out in the Grant Application.

# 5. Record Keeping and Reporting Requirements

You must keep proper and up-to-date accounts and records which show how the Grant is being used, and must ensure that these are available promptly upon request by us or a third party instructed by us within five (5) working days. You must make available to us such other information as we may reasonably ask for within five (5) working days.

You must send your annual accounts and auditors’ report (or report of independent examination) to us within six (6) months of your financial year end.

You agree to comply with the continuing monitoring and evaluation requirements set out in Annexe 1. You must send all reports and other information specified in Annexe 1 to us promptly and in any event, within five (5) working days of a request from us.

You will allow us to have reasonable access to the project/activities that have been funded with the Grant for the purpose of evaluating their effectiveness.

# 6. Other Requirements

If your work involves contact with children or vulnerable adults, your organisation and the Researcher must have at all times a written Child Protection Policy and robust safeguarding policies and procedures in place. You must comply with the relevant statutory requirements and government guidance on checking the suitability of staff and volunteers to work with children or where relevant, with other vulnerable groups.

You must comply with all laws and regulations to which you are subject, including, but not limited to, those relating to charities, data protection, public liability, health and safety, equality and diversity, and employment.

You must reference the grant from us in your annual accounts and reports. You may not otherwise use our name in public discussions or in published material without our written permission (see also clause 11).

As an important stakeholder in the work of your organisation, we have an interest in keeping up to date with all significant developments. We therefore ask that you keep us informed of any significant developments within your organisation on a timely basis. This would include, but is not limited to, key staff changes, financial events, partnerships and significant media coverage - whether it is positive or negative. You must advise us of any changes to your constitution or any change of control of your organisation within ten (10) working days of that change.

You must consult us and obtain our written permission before discussing potential partnerships with other organisations pertaining to the project that the Grant funds.

If requested by us, you must provide us with copies of any documents placed in the public domain by you in the twelve (12) months preceding or at any time during the period these Terms and Conditions have effect. You must do this within ten (10) working days of a request from us.

If your project is research based, you must publish the useful results of the research to be conducted in a suitable publication to be approved by us immediately after the project has completed. Alternatively, or in combination, we expect the results to be shared in presentations, conferences, or through other dissemination channels as appropriate.

**7. Commercialisation**

In the event of commercialisation of the product of the project, the oF will receive a proportion of the profits from this:

* + If the project does not go into profit, no further action would be required.
	+ If the project makes a net profit in any trading year, the oF will receive 5% of the gross profits resulting from that project’s commercialisation per year.

In all situations where the project is planned to be commercialised, you will contact us for a discussion first, as additional Terms and Conditions may apply.

# 8. Withholding and Repayment of Grant

If you have not taken up our Grant within six (6) months of our Grant Offer Letter, it will be withdrawn automatically unless we have agreed in writing to delay it. We reserve the right to ask you to repay the Grant or part of the Grant which has not been spent for the purpose for which it was given.

We may also ask you to repay any part of the Grant or we may withhold further payments of instalments of the Grant if:

1. you are in breach of these Terms and Conditions, or any subsequent written agreements between us and you, varying the terms of the Grant;
2. you do anything which in our opinion brings, or is likely to bring, our reputation (or that of the osteopathic profession) into disrepute; or
3. you had been when the Grant was made but are no longer a charity registered under the Charities Act 2011 or with the Inland Revenue; or
4. you or your employees or agents act fraudulently, or negligently, or with criminal intent; or
5. your organisation is dissolved or becomes insolvent, or it is put into administration or receivership or liquidation or an arrangement is made with its creditors or the equivalent event in the country in which you are established; or
6. for UK-registered charities, the Charity Commission uses its powers to appoint a receiver or takes other regulatory action in relation to the charity relation to mismanagement or misconduct by you or your employees or contractors or the Researcher; or
7. You fail to ensure dissemination of the project results, with a required acknowledgement that any published articles and peer review papers should reference that funding was provided by the Osteopathic Foundation (se also clause 11).

# 9. Duration

These Terms and Conditions will apply to the Grant from the date you agree to them until you have published the useful results of the research for the benefit of the public as set out in these Terms and Conditions and we confirm to you that we have received the final report due from you and that it is satisfactory to us.

# 10. Assignment

We may assign our rights and obligations to a third party. You may not assign your rights or delegate the implementation of your obligations to any person without our written consent.

**11. Acknowledgements**

Issuing of any public statement by you on the awarding of the Grant is embargoed until first issued by us.

Following this, any communication, by any party, relating to the project for which the Grant has been awarded shall acknowledge The Osteopathic Foundation. This includes but is not limited to:

* News and articles
* Publication of reports, updates and/or findings of the project
* Presentations, seminars, or similar events

Appropriate means for acknowledgement of the oF for use in print, online and/or other media must be sought from us, and we will advise accordingly.

On completion of the project, should the project continue in any form, the contribution of the oF should continue to be appropriately acknowledged for a period of 8 years.

**12. Data protection**

We will collect and process information relating to you and this project in accordance with the privacy notice which is annexed to these Terms and Conditions (as per annex 2, see separate document attached).

Both parties acknowledge that for the purposes of the Data Protection Legislation, we are the data controller and you are the data processor.

Both parties will comply with the Data Protection Legislation.

You shall ensure that you have in place appropriate technical or organisational measures, reviewed and approved by us (available within ten (10) business days of a request from us), to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures. Such measures may include, where appropriate:

1. pseudonymising and encrypting Personal Data.
2. ensuring confidentiality, integrity, availability and resilience of your systems and services
3. ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident
4. regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by you.

You shall have personal liability for and shall indemnify us for any loss, liability, costs (including without limitation legal costs), damages, or expenses resulting from any breach by the you or a Substitute engaged by you of the Data Protection Legislation, and shall maintain in force full and comprehensive Insurance Policies.

**13.** **Personal Data:** We may for marketing purposes, use the contact details provided, including telephone and email, to contact you with information which we believe may be of interest to you.

You have the right to withdraw consent for use of your personal data for marketing purposes at any time.

# 14. General

These Terms and Conditions are governed by English law.

These Terms and Conditions together with the Grant Application and the Grant Offer Letter comprise the entire agreement of the parties in relation to the Grant and no amendment of these documents of variation of their terms shall be effective unless it is approved by us and evidenced in writing.

**Annexe 1: Schedule of payments and reporting conditions**

# Payments

The amount of the Grant is £XXX.

The instalments of the Grant will be for the following amounts payable on the dates specified, subject to prior submission by you and approval by us of the following documents which demonstrate the progress of the project.

|  |  |  |
| --- | --- | --- |
| Item  | Amount  | Date  |
|  |  |  |
|  |  |  |
| TOTAL  |  |   |

**Reporting**:

We will usually expect interim reports on the progress of the project quarterly, and prior to the release of further funds. You will provide an executive summary of the work (typically no longer than three pages maximum) detailing the following information:

1. Review of goals and objectives
2. Results to date (progress of activities against project objectives)
3. Challenges encountered, and how these were handled
4. Lessons learned
5. Project workplan (including any necessary adjustments)
6. Next steps to further advance these objectives
7. Budget summary that provides budgeted vs. actual expenditures to date (including all revenue and expenditures)
8. Other relevant project information
9. Annex including a copies of all publications or media generated as a result of the project

A sample Grant Monitoring Form is attached to this letter. This form may change over the course of the project.

The following is a breakdown of project timings:

|  |  |
| --- | --- |
| Deliverables | Report Date |
|  |  |
|  |  |
|  |  |
|  |  |

All reports must be submitted electronically.

Grant Holder signature: …………………………………………..………………….

Grant Holder name (please print): ………………………………………………….

Date: ……………………………………………………………………………………

By signing this letter you confirm that you have the authorisation to sign for the organisation listed as receiving the grant at the start of this letter.

Signed on behalf of The Osteopathic Foundation by (print name):

…………………………………….

Signature: ……………………………………………………………………………………

Date: ………………………………………………………………………………………….