



Engaging in Energy Poverty in Early Career (EPEC) Grant Terms and Conditions

November 2020

These Conditions, together with the Award Letter, set out the terms and conditions under which the Grant is made by the Fuel Poverty Research Network (FPRN) in connection with the Project. The Grantholder(s) must ensure they and any other Participants supported by the Grant are made aware of and comply with these Conditions and the Award Letter. However, please note that we aim to be flexible wherever we can to enable excellent research, and if any aspect of the terms and conditions are of concern to Grantholders then we encourage them to discuss them with us as early as possible.

1. Purpose

1.1 The Grant has been approved on condition that the Project is developed in the manner detailed in the Application. If, in time, changes are required to the Project, including changes to the Project staffing, funding, methodology, reporting and dissemination plans, the Executive Officer must be informed of any such change in writing, as soon as is practicable.

1.2 The Grantholder(s) and any Participants shall use the Grant exclusively for the purposes of the Project.

1.3 The Grantholder(s) shall carry out and complete the Project with reasonable skill and care, in accordance with all applicable laws and in accordance with the Award Letter and these Conditions.

1.4 The Grantholder(s) shall complete the Project within the Grant Period unless they obtain the prior written consent of the FPRN Trustees to an extension of this period.

1.5 The Grantholder(s) shall ensure that they and any Participants have received or will receive training appropriate to their functions in carrying out the Project, in accordance with all applicable governing legislation.

1.6 The Grantholder(s) and any Participants must not accept (and must not have accepted) any third party funding for the Project, without obtaining the prior written consent of the FPRN Trustees (which shall not be unreasonably withheld or delayed).

2. Activation of the Grant and receipt of payments

2.1 Payments will not be made on the Grant until the Grantholder(s) has formally accepted the Grant and the conditions under which the Grant is awarded and has activated the Grant by providing confirmation in writing to the Executive Officer.

2.2 The Grant should be activated within 1 month of the proposed start date referred to in the Award Letter. If the Project has not commenced within 1 month of the proposed start date, the

FPRN reserves the right to reconsider the offer of funding. Once the Project has started, should slippage exceeding one month occur, the Executive Officer must be informed.

2.3 The Grant will be paid to the Grantholder(s) or to the Grantholder's organisation/institution in two tranches: 25% of the grant will be paid at the start of the project; the remaining 75% of the grant will be paid following submission of a final report to the FPRN Trustees. The Grant holder should supply the Executive Officer with invoices and payee details.

2.4 Payment of the second tranche of the grant (75%) will only be made if the FPRN Trustees are satisfied with the progress of the Project, the final project report and that the Project has proceeded in accordance with the Application, the Award Letter and these Conditions.

2.5 The FPRN shall have the right to terminate grant payments to the Grantholder(s) or the Grantholder's organisation/institution where it is concerned about any aspect of the project, or in the event of the non-delivery of a project progress report or final report.

2.6 The Grantholder(s) shall be responsible for any payments due to any other Participants.

2.7 The liability of the FPRN and the Trustees shall be limited to the lower of the amount of the Grant or the value of the uncommitted assets of the FPRN from time to time.

3. Employment

3.1 The FPRN does not act as an employer with respect to the Grant, and therefore in all cases where support is provided within the Grant for the employment of staff, the Grantholder(s) shall ensure that contracts of employment or other appointment documentation is issued to such staff in compliance with relevant laws and regulations.

3.2 The Grantholder(s) shall ensure that all Participants are engaged upon terms which are consistent with these conditions.

4. Communication with the Fuel Poverty Research Network

4.1 The FPRN shall provide the Grantholder(s) with contact details for the Executive Officer prior to the commencement of the Project.

4.2 Any notice or other communication required to be given under these Conditions, shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice or communication as set out below:

(a) Grantholder: [CONTACT NAMES] [ADDRESSES]

(b) FPRN: [CONTACT NAMES] [ADDRESS]

or as otherwise specified by the relevant party by notice in writing to each other party.

4.3 Any notice or other communication shall be deemed to have been duly received:

(a) if delivered personally, when left at the address and for the contact referred to in this clause; or

(b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; or

(c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

4.4 A notice or other communication required to be given under these Conditions shall not be validly given if sent by e-mail. Note that general correspondence between the grantholder and the FPRN can be sent by email.

5. Submission of Final Report for approval

5.1 The Grantholder(s) shall submit to the Executive Officer an electronic copy of the Final Report relating to the Project within 1 month of the end of the Grant Period.

5.2 Once approved by the FPRN Trustees, the Final Report will be published on the FPRN website.

6. Publication

6.1 The Grantholder(s) shall provide to the Executive Officer detailed information relating to any plans for the publication of any reports arising from the Project.

6.2 The Grantholder(s) shall ensure that the FPRN's contribution to the Project is suitably acknowledged in any dissemination of any publications, press releases, annual reports, presentations and in any publicity concerning the Project or the Grant.

6.3 The Grantholder(s) is encouraged to use the FPRN's name and logo in relation to the Project. However, the FPRN's name and logo may not be used without the FPRN's prior written consent.

6.4 The FPRN may make public the purpose and amount of the Grant in whatever way it thinks fit. The Grantholder(s) shall co-operate with the FPRN to effect such publicity.

6.5 In carrying out the Project, the Grantholder(s) shall not (and shall ensure that any other Participants do not) do or fail to do anything which may damage or have a detrimental effect upon the name and good standing of the FPRN.

7. Audit

7.1 Unless the FPRN agrees otherwise, the Grantholder(s) shall be responsible for the management, evaluation, monitoring and control of the Project and for the performance of any other Participants. If the FPRN chooses to evaluate the progress of the Project, the Grantholder(s) shall provide the FPRN with reasonable assistance for this purpose.

7.2 Where the Grantholder is an organisation, the control of expenditure to be funded under the Grant must be governed by its normal standards and procedures and formal audit arrangements.

7.3 The FPRN shall have the right to request from the Grantholder(s), at any time, any financial information in respect of the Grant or the activities it funds; and/or to ask for confirmation from the external auditors of the Grantholder (if applicable), that the external auditors have signed their opinion on the annual accounts of the Grantholder without qualification; and the management letter from the auditors raises no matters that did or could significantly affect the administration of grants awarded by the FPRN. If the auditors have raised any such matters in their management letter, the FPRN may require the Grantholder to provide it with relevant extracts from the letter.

7.4 The Grantholder(s) must provide access to accounting and other records relating to the Grant and the activities funded by it for auditors and other personnel from or appointed by the FPRN at any time (at the FPRN's expense), if requested. Such access must include the right to inspect any Equipment or facilities acquired or funded under the Grant and the right to inspect the progress of the Project. Where elements of expenditure or work under the Grant have been subcontracted, the Grantholder(s) should ensure that the right of access extends to the accounts, records, equipment and facilities of any such subcontractor.

7.5 The FPRN shall have the right, at its discretion and expense, to audit (directly or via third parties engaged by it) the Grant, income and expenditure in relation to the activities funded by the Grant and/or the systems used by the Grantholder(s) to administer EPEC grants at any time.

The Grantholder(s) should maintain a separate accounting cost code specific to the Grant, and all costs and income properly relating to the Grant should be accounted for through that cost code. The Grantholder(s) should ensure that appropriate records are kept to support the entries made on the cost code.

8. Equipment and Insurance

8.1 In the event that the Principal Applicant moves to another organisation during the Grant Period or within three years of the expiry or termination of the Grant, the FPRN may require that the Equipment transfers with him or her. In such circumstances the FPRN reserves the right to claw back such part of the Grant as the FPRN shall deem appropriate in its absolute discretion.

8.2 The Grantholder(s) is responsible for effecting and maintaining adequate insurance cover for all appropriate risks in respect of the Project (including any Equipment and, if appropriate, the results). If requested, the Grantholder(s) will provide the FPRN with a copy of all such insurance policies, together with evidence of payments due in respect of any premiums. If any Equipment or results of the Project are damaged or destroyed, the Grantholder(s) will be required to repair or replace them. The Grantholder(s) will notify the FPRN within 5 working days of any significant loss or damage occurring to the Equipment or results of the Project.

9. Termination and Repayment of the Grant

9.1 The Grant will terminate automatically in the following circumstances:

- (i) on the expiration of 3 months from the date of the proposed Project commencement date;
- or
- (ii) on notification by the Grantholder(s) of their intention not to proceed with the Project; or
- (iii) upon completion of the Project.

9.2 The FPRN reserves the right to terminate the Grant early on written notice with immediate effect.

9.3 The Grantholder(s) or the Grantholder's organisation/institution shall repay to the FPRN, within 4 weeks of notification, such portion of the Grant that it has received from the FPRN (and all future Grant payments shall be ceased) if:

- (i) clause 1.2, 1.4 or 7.1 of these Conditions is breached;
- (ii) there is a material change to the status or ownership of the Grantholder(s), or the Grantholder(s) goes into administration, receivership, liquidation or bankruptcy;
- (iii) the Grantholder(s) has acted negligently or fraudulently in connection with the Project or the Application;
- (iv) any other material term or condition of the Grant is breached.

9.4 If the Grantholder(s) completes the Project without spending the full amount of the Grant, the Grantholder(s) or Grantholder's organisation/institution shall repay all unspent sums to the FPRN within 4 weeks of completion of the Project and the FPRN shall not be obliged to make any further payments in respect of the Grant.

10. General

10.1 The Grantholder(s) shall obtain all consents, permissions, licences and approvals necessary to fulfil their obligations in respect of, and to give full effect to, the Application, the Award Letter and these Conditions. The Grantholder(s) shall also provide all such assistance and information, execute all such documents and do all such things as the FPRN may require for these purposes.

10.2 Neither party shall be liable for any failure or delay in performance of any of the obligations set out in these Conditions where such failure or delay is caused by circumstances beyond the reasonable control of the defaulting party and in such circumstances the defaulting party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for 3 months, the other party may terminate this agreement by giving 14 days' written notice to the defaulting party.

10.3 For the avoidance of doubt, the award of the Grant is not a contract for services, nor shall it be deemed to constitute a partnership between the parties or to constitute any party the agent of the other.

10.4 For the purposes of the Contracts (Rights of Third Parties) Act 1999, these Conditions do not give any person who is not a party to the Grant, any right to enforce any of these Conditions.

10.5 Please note that the FPRN cannot provide advice on VAT issues. The Grantholder(s) are advised to seek independent professional advice in this regard. The FPRN shall not be liable for payment of any costs that may be incurred as a result of irrecoverable VAT that is not included in the Grant.

10.6 The Grantholder(s) shall disclose any actual or potential conflict of interest that may arise in relation to the Grant to the FPRN.

10.7 The Grantholder(s) shall inform the Executive Officer as soon as practicable of any material changes (including to the Application) that might affect the activities funded under the Grant (for example, if the Grantholder(s) takes up a post in another organisation).

10.8 The FPRN accepts no responsibility, financial or otherwise, for expenditure on the Grant (or liabilities arising out of such expenditure), or for liabilities arising out of the activities funded by the Grant. The FPRN will not indemnify the Grantholder(s) or any other Participant against any claims for compensation or against any other claims howsoever arising for which such party may be liable as an employer or otherwise or for which any other person may be liable.

10.9 The FPRN reserves the right to amend these Conditions and any terms and conditions in the Award Letter at any time without notice. Any change to these Conditions will be notified on the FPRN's website.

10.10 In the event of any conflict between the provisions of these Conditions as amended from time to time, and of the Award Letter, the provisions of the Award Letter will take precedence.

10.11 If any provision of these Conditions is or becomes illegal, invalid, or unenforceable, that shall not affect the legality, validity or enforceability of any other provision of these Conditions.

10.12 The Grantholder(s) shall inform the FPRN without delay if the Grantholder(s) goes into administration, receivership, liquidation or bankruptcy, or if there is any change to the status or ownership of the Grantholder(s) that might affect their ability to comply with these Conditions.

10.13 These Conditions shall be governed by and construed in accordance with English law and any disputes in connection with these Conditions shall be governed exclusively by the courts of England.

11. Definitions

Application means the application and associated material submitted by the Grantholder(s) to the FPRN in respect of the Grant.

Award Letter means the letter from the FPRN to the Principal Applicant specifying the amount of the Grant that has been awarded.

Conditions means the 'Engaging in Energy Poverty in Early Career (EPEC) Grant Terms and Conditions' (October 2020).

Final Report means a form on which the Grantholder(s) reports on the outcome of the Project.

Equipment means equipment funded by the Grant.

Exploit means to use to make profit or gain and includes (but is not limited to) licensing, selling, assigning, charging, transferring, parting possession with, hiring and lending.

FPRN means the Fuel Poverty Research Network (a charity registered in England with number 1185345 whose registered office is situated at 28 Walkley Crescent Road, Sheffield, S6 5BB).

Grant means the grant described in the Award Letter.

Grantholder(s) means the Principal Applicant and any co applicants, as specified in the application for the Grant and **Grantholder** means any one of them as applicable to whom the Grant is awarded.

Executive Officer means the Executive Officer appointed by the Fuel Poverty Research Network from time to time.

Grant Period means the period of the Grant set out in the Award Letter, commencing on the start date confirmed by the Grantholder(s) in the manner indicated by the FPRN.

Participant means a person working on the Project (including employees and subcontractors and the Grantholder(s)).

Principal Applicant means the principal applicant set out in the Application.

Project means the project for which the Grant is awarded, as set out in the Application.

Trustees mean the trustees of the Fuel Poverty Research Network from time to time.