

**ENDANGERED ARCHIVES PROGRAMME  
RESEARCH PROJECT GRANTS**

***Terms and Conditions of Award***

**July 2008**

**General**

- 1 The award-holder and the host institution are required to comply with the terms and conditions set out in this document. You should note that grants are awarded to the host institution rather than to the applicant, except where the applicant has applied as an Independent Researcher.
- 2 The award-holder and the host institution are invited to read the terms and conditions carefully and only sign in acceptance of the award if prepared to adhere to them. Please note that in the event that these terms and conditions are not met, Arcadia (the Fund) reserves the right to suspend and/or terminate the award.
- 3 The host institution is responsible for the financial conduct and administration of the award and will provide those facilities required for the research which do not form part of the Fund's contribution.

**The Award**

- 4 The Fund provides notification as to the total amount of the award over the full period of the grant. This amount will be fixed for the duration of the project and will therefore not normally be subject to supplementation. However, in exceptional circumstances, grant-holders may make a case for an adjustment.

**Payments and liabilities**

- 5 Payments will be made direct to the institution six-monthly in advance and in sterling through electronic bank transfer. The first instalment of a grant will normally be for a period of nine months and will normally be paid prior to the start of the research, once the award has been formally accepted. Subsequent payments will be made only when the requisite reports (see paragraph 29) have been submitted and approved by the Fund.
- 6 The Fund will retain part of the final instalment, normally 10%, until the final report, statement of expenditure and surrogate material have been received and approved.
- 7 In the event that the funds awarded are not used in full, the Fund will re-claim the outstanding balance.

- 8 Unless specifically agreed in writing and in advance of the award, the Fund accepts no responsibility, financial or otherwise, for:
- a) Expenditure or liabilities arising out of the research it funds, other than that specifically covered by the conditions of the award and which have been incurred during the period it covers.
  - b) Any commitment incurred before the award is made.
  - c) Any expenditure in excess of the approved award.
  - d) Any redundancy, severance or compensation payments, for which the institution may become liable as an employer.
  - e) Maternity pay and sickness pay

### **Start Dates**

- 9 Once an award has been announced, award-holders are required to make every effort to start the project on the date indicated in the approved application. However it is recognised that this is not always possible. The Fund should be notified at the earliest opportunity of any likely delay and, once the project has commenced, confirmation as to the actual start date.
- 10 All projects must commence within 12 months of the award announcement. Under no circumstances may the start date for an award be earlier than the date of the announcement.
- 11 The Fund must receive confirmation as to the start date within one calendar month of the date on which the project commences.

### **Changes to the project**

- 12 You may encounter circumstances that require you to modify significantly the research proposal and its aims and objectives. In such cases, you must obtain prior approval of the Fund.

### **Transfers**

- 13 The Fund normally allows transfers of up to £1,000 per annum between most of the grant budget headings without its prior approval. For all transfers in excess of £1,000 per annum, prior written approval must be obtained from the Fund.
- 14 Transfers into or out of the salaries, replacement teaching costs or stipends budget headings will only be considered in exceptional circumstances. In all cases (regardless of level of funds involved) prior written approval must be obtained from the Fund.
- 15 In all cases, you must ensure that these funds are employed both effectively and economically and are used for admissible items only. Overall you must ensure that the prime objectives of the research are not put at risk.

- 16 The award-holder is required to send details of all transfers to the Programme Administrator and also address both the reasons for the change and the overall impact on the project in the regular reports (see point 29). Please note that transfers to purchase equipment may not be made in the final six months of an award.
- 17 The Fund reserves the right to restrict or amend a project's remit to transfer as it considers appropriate.

### **Appointment of Researchers/ Replacement Lecturers**

- 18 Appointments should not be confirmed, and payments will not commence, until the Fund has been sent CVs and the proposed starting salaries (in sterling), and approved the appointment. Where such details had been included in the original application and not questioned, approval is subsumed in the offer of an award. This also applies to replacement lecturers who are to be recruited on a pro-rata basis.
- 19 Hourly paid *ad hoc* replacement lecturers at rates normally employed within the relevant institution, may be recruited by the institution without further reference to the Fund.

### **Equipment**

- 20 Only the purchase of equipment for specific use in the project is permitted by the Fund. It is the assumption that unless stated otherwise, all such equipment belongs to the host institution from the date of purchase. If the host institution is not located in the country where the project is based, then it will normally be a requirement that equipment purchased with grant funds will remain with the local archival partner for their future use. Equipment may not be purchased in the final six months of the funded period without the prior approval of the Fund.
- 21 Where grants to independent researchers include the purchase and or procurement of equipment as permitted above, it is the assumption unless otherwise stated that such equipment will be given to the principal archival partner to the project. It is expected that the distribution of such equipment is recorded in the Final Report to the Endangered Archives Programme at the end of the award period.
- 22 Any proposal to transfer ownership of the equipment during the lifetime of the award will need to be referred to the Fund for approval.

### **Transfer of Awards**

- 23 Transfer of the award to another institution requires the prior written approval of the Fund. If circumstances arise that require this, you are asked to notify the Fund as soon as possible. You must outline the degree of transfer, with particular focus on the arrangements for any project employees or postgraduate students. All such requests must be supported by written agreements from each of the institutions involved.

## Extensions to Awards

24 Extensions to awards will not normally be granted. Exceptionally, requests to extend the duration of the award by no more than six months, without additional funding, may be considered. In all cases, prior written consent of the Fund must be secured at least three months before the original end date.

## Accounting

25 The relevant books, records and financial procedures of the institution shall be open to inspection by the Fund or any other body or individual engaged by the Fund for the purposes of such an inspection.

26 The institution will, if requested, provide accounts for the award to be examined by a recognised auditor, to certify that the expenditure of the grant has been in accordance with the agreed terms and conditions.

## Right to Terminate

27 The Fund, reserves the right to:

- a) Revise or amend at any time the conditions of the award
- b) To suspend or terminate the award at any time.

28 In reserving these rights the Fund will, where possible, seek to ensure that in the event of changes or termination, reasonable notice is given to the institution and award-holder. In appropriate cases, the Fund will consider paying such final instalments as may be necessary to cover outstanding and unavoidable commitments.

## Reporting Requirements

29 **Six-monthly Report** A progress report (approx 1000 words) together with a statement of actual expenditure against proposed expenditure must be submitted no more than one month after the end of each six-month period year. All financial variations from the budget should be explained clearly and the impact on the overall project considered. If circumstances change substantially within a six-month period, grant-holders must submit an **exception report** at three-month intervals.

30 Where the report is considered to be satisfactory, the next tranche of funding will be released. However where a report either fails to provide the necessary information or indicates that the project has failed to conduct the research as agreed and/or address the aims and objectives originally stated, the grant will be suspended until sufficient assurances have been received that the project remains viable. Early indications of any such problems should be notified to the Fund by means of the exception report mechanism mentioned in paragraph 28.

31 In the event the project proves to be no longer viable, the Fund will terminate the award. In the event that lack of viability is due to a breach of financial regulations, the Fund will seek to recover all or part of the grant from the lead institution.

- 32 **Final Report** The Final Report must be submitted no later than three months after the end date of the grant. The Final Report form can be downloaded from the Programme's webpages for completion.

### **Depositing outcomes and public output**

- 33 The Fund requires that due acknowledgement of the support it provided should be made in any publication – printed or electronic.
- 34 It is a requirement of funding that copies of archivable material and of any relevant data and documentation [including finding lists] be deposited in both a local repository and the Programme's Archive at the British Library. In general, the overriding priorities for copies of material to be produced are that they should be permanently available, useful for the recovery of knowledge, and universally accessible.
- 35 Applicants should follow the Copying Guidelines and Listing Guidelines to ensure the material is being copied and listed to the appropriate standard.
- 36 Within the first three months of the award, samples of the copies being made, together with accompanying listings, should be sent to the Programme Administrator to ensure that they are being produced in accordance with best practice. If any copies are made during the course of a pilot study, then samples of the copies and lists should be submitted as soon as possible and a copy of all the material produced should be deposited with the British Library at the end of the pilot study.

### **Other requirements**

- 37 All press releases should be cleared through the Programme Administrator in advance. In any press release it must be made explicit that the Endangered Archives grant is awarded to the relevant institution and not to the award holder, and that all the projects are described as being undertaken by the actual investigator(s) – and not by or for the Fund.
- 38 Information on the projects may be disseminated by the Fund by any means. Extracts from your project proposal may be published on the Endangered Archives Programme webpages or used to promote the Programme in general.

### **Intellectual Property Rights**

- 39 It is a condition of grants that copies of material made under the auspices of the Endangered Archives Programme should be made universally available. Arcadia and the British Library will only accept reasonable restrictions on the use of copies made under the programme: in addition to any applicable 'fair dealing' exceptions, including research and private study, criticism and review, and news reporting, the Endangered Archives Programme will use any material it receives for non-commercial purposes including the following:
- Access and use for readers at the British Library and to authorised users such as institutions of Higher Education, libraries and schools and that this availability includes being made through secure electronic networks; viewing on screen at the British Library and over the British Library's internet services; printing to paper (a part only per copy); copying to disk (a part only per copy); transmission to enable printing (a part only per copy)
  - Use for preservation or replacement
  - Transmission for permanent storage

40 **Discovery** The onus is on the successful applicant to assume responsibility for issues of copyright in relation to the archival material involved. In particular, the applicant is responsible for discovering any applicable copyright in the material to be copied, and recording to whom such rights belong, and whether or not permissions have been sought of the relevant owners. It is the responsibility of the applicant to ensure as far as is reasonably possible that the material is not subject to copyright control by a third party that could warrant the copying of the material to be illegal. It is expected that such information will be recorded in the Final Report to the Endangered Archives Programme at the end of the award period.

## **Royalties**

41 The distribution of royalties or other income resulting from publications directly following the preservation and/or copying of material needs to be clear from the outset. Whoever holds the intellectual property of the product, it should be clear what the distribution of any income might be. The onus is on the grant recipient to inform the Programme Administrator of any publication plans at the earliest possible moment. The Fund will make the following assumptions unless agreed otherwise:

a) The first £10,000 of income – will rest with the applicant and the research team.

b) Income above £10,001 – the major part will accrue to the institution. The Fund reserves the right to re-claim one third of all resulting income (over and above the first £10,000) up to the maximum value of its original award.

## **Contacts**

42 All contacts with the Programme (including the Fund and the British Library) should be via the Programme Administrator by emailing: [endangeredarchives@bl.uk](mailto:endangeredarchives@bl.uk).

## **Changes to these Terms and Conditions**

43 Arcadia and the British Library may from time to time and at their discretion review these Terms and Conditions. They separately and jointly reserve the right to make minor amendments or changes and to update the Terms and Conditions during the term of an award. The Endangered Archives Programme will endeavour to notify those affected as soon as possible of any such changes and will publish the latest Terms and Conditions of Award on the EAP website ( [www.bl.uk/endangeredarchives](http://www.bl.uk/endangeredarchives) ). Applicants should bear in mind that it is the latest version of these Terms and Conditions which will apply at any given time.

These Terms and Conditions should be read in conjunction with the Guidelines for Applicants.