

## **The Pension Scholarship Trust: Standard Terms and Conditions**

### **1. The Pensions Scholarship Trust (PST)**

- 1.1. The PST reserves the right to amend and vary the Standard Terms and Conditions for grants and awards and any specific terms and conditions and any policies at any time.

### **2. The grant or award holder agreement**

- 2.1. You as grant or award holder are responsible for ensuring that the project for which the award or grant is made complies with these terms and conditions as well as the current Grant Making Policy.
  - 2.2. You must ensure that the project is carried out with all applicable ethical, legal and regulatory requirements including but not limited to relevant provisions in the UK of General Data Protection Regulation, the Data Protection Act 2018, the Bribery Act 2010, the Fraud Act 2006, the Equality Act 2010 and the Modern Slavery Act 2015.
  - 2.3. You must ensure that the Award or Grant funding provided to you is compliant with any legislation applicable in the UK.
  - 2.4. You must inform us of any other funding awarded or granted or applied for against the costs covered by this grant.
  - 2.5. You must give full and truthful answers in all statements provided in the application form and any subsequent questions and requests for information in connection with your application and at any later time in relation to your funding and the use to which it is being or has been put.
  - 2.6. You must ensure that the award or grant funds are spent in a way that is consistent with the purposes set out in the application form. Any alteration in this needs to be agreed beforehand by the PST.
  - 2.7. By accepting this grant you are confirming that you have not received similar funding elsewhere for the purposes set out in your application without informing the PST of this and obtaining its agreement.
  - 2.8. You are responsible for ensuring that any ethical issues relating to the project are identified and brought to the attention of the PST.
  - 2.9. You must formally accept the award or grant within fifteen working days of being notified that you have been awarded or granted funding, whether electronically or by any other means.
  - 2.10. The grant or award will be disbursed normally to you through the facilities provided by the institution where you are studying and/or undertaking a project.
  - 2.11. Only one award or grant is provided by the PST for any particular course of study and/or project you are undertaking.
- ### **3. Discontinuing, transferring or completing your course and/or project**
- 3.1. You must inform and consult with the PST if there are any significant changes to your course of study or the research project that may affect its completion.

- 3.2. The grant or award may be transferred to another suitable institution with the prior agreement of the PST provided this does not affect completion of your studies or the project. It is unlikely that the terms of the award or grant will be changed on such a transfer, but the PST reserves the right to amend the terms of the award as it sees fit upon a transfer.
- 3.3. In the event of your discontinuing your course of study and/or any project, the unspent portion of your award or grant is to be returned to the PST within 14 days of completion or discontinuance of such course of study and or project.
- 3.4. At the completion of your study course and/or project you are required to submit an end of award/grant report within three months of the completion dates, unless there are over-riding considerations why this is not possible.
- 3.5. You give the PST the right to publish the information contained in this report on its website or in any other format that it decides on.

#### **4. Right to updates and inspection of financial records**

- 4.1. The PST reserves the right to ask for periodic updates on the progress of any course of study or project. You must make all reasonable efforts to respond to such requests for information in a timely fashion.
- 4.2. The PST shall be entitled to inspect any financial or other records and procedures to verify the regularity and propriety of grant expenditure and to appoint any other party or individual for the purpose of such inspection.
- 4.3. If the PST requests it, you must provide a statement of account for the grant, independently examined by a qualified auditor, certifying that the expenditure has been incurred in accordance with the grant terms and conditions.
- 4.4. You are accountable for funds dispersed and are responsible for the accurate and timely submission of all expenditure reports required under the terms and conditions of the grant including the submission of an expenditure statement within three months of the end of the grant period. The PST is entitled to require you to provide supplementary information in support of an interim or final statement of expenditure. Once an expenditure statement has been received and the expenditure incurred has been reconciled against payments made, it will be considered as final. Any unspent grant funds at this point must be returned to the PST within 14 days.
- 4.5. You must retain all accounting information relating to the grant six years from the submission date of the final expenditure statement, where this is applicable.

#### **5. Intellectual Property & Publishing**

- 5.1. You are responsible for ensuring that you and anyone else involved with you in any research make every reasonable effort to ensure that the intellectual assets obtained in the course of such research, whether protected by intellectual property rights or not, are used to the benefit of society and the economy of Europe.
- 5.2. You shall do your best to ensure the results of any research funded by the award or grant are published. Where possible, the PST asks that the support it has provided is acknowledged in any publication or media communication, including media appearances, press releases and conferences.

**6. Liability**

- 6.1. The PST accepts no liability, financial or otherwise, for expenditure or liability arising from any research funded by the grant or award except as set out in these Terms and Conditions, or otherwise agreed in writing.

**7. Right to Termination**

- 7.1. PST reserves the right to terminate the grant or award subject to notice being given in writing 14 days in advance and to make any payment that it has agreed may be necessary to cover outstanding and necessary commitments no later than 14 days thereafter.

**8. Jurisdiction**

- 8.1. These PST Terms and Conditions will be governed by the laws of England and Wales and all matters relating to them will be subject to the exclusive jurisdiction of the courts of England and Wales.

**9. Severance**

- 9.1. If any provision of these Terms and Conditions is found by a court or any legitimate body to be illegal, invalid or unreasonable it will not affect the remaining terms and conditions which will remain in force.