



Grant Terms and Conditions

These terms and conditions apply to all grant awards dated from 1 November 2017. This document is important. It sets out the standard legal conditions of our grant offer to you. If you accept a grant from the Road Safety Trust (RST) it will be on the understanding that you have agreed to the following terms and conditions:

1. You must ensure that the Funded activities are carried out in accordance with all relevant legal, data protection, health and safety, ethical and regulatory requirements (including any relevant trial registration), and that all necessary licences and approvals have been obtained and are in place at all times during the Grant Period.
2. The grant may only be used for the specific purposes agreed and may not be used for any other purpose without the prior approval of the Road Safety Trust. All grant funds provided by the Road Safety Trust must be used solely for charitable purposes for the public benefit.
3. The funding requested from RST has not been secured elsewhere and is still needed for the agreed purpose.
4. The full funding required has been secured and/or sufficient funds are in place for the project to proceed as planned.
5. The project is ready to start on the date in the Terms and Conditions Acceptance Form. If it seems likely you cannot start the project within one month from the start date on the Form, you must inform your Grants Manager as soon as possible. In the absence of a revised start date, the grant agreement will lapse.
6. If the grant includes funding for a member of staff, you must inform us of the recruitment schedule and notify us when that member of staff is appointed or if there is a delay in recruitment.
7. It is your responsibility, as the employer, to issue any necessary contracts of employment in relation to the Grant, and to comply with any relevant employment law and regulation. The RST is not responsible in any way for the employment of staff involved in the funded activity.
8. The bank account in to which the grant is remitted is in the name of the organisation identified in our Identify Confirmation Form
9. The payments of this grant can be received via an electronic banking system.

10. The grant must be acknowledged in all external communications (marketing, media or PR) that you produce about the work for which you have received funding. You will give us a copy of any relevant publicity material for the funded activity as soon as you can (preferably four weeks or more before any specific event). You agree to keep RST informed, via your Grants Manager, of any media coverage relating to the funded activity.
11. No significant changes to the funded activity will be made without our agreement. We expect you to inform us immediately of significant changes relating to grant expenditure, activity, timeline or to the organisation itself. This applies to any changes to the funded activity even if you have not yet drawn down the grant.
12. You will keep accurate and comprehensive financial records/accounts of the spending of the grant. These accounts must follow any relevant legal requirements for accounts, audit or examination of accounts, annual reports or annual returns, and must clearly show income and expenditure. We may ask for proof of expenditure. Grant income from RST must be treated as restricted income in your annual accounts.
13. You will ensure appropriate financial controls are in place, including two signatories on payments from RST funds
14. The RST considers that the funding arrangement covered by this letter relates to grant funding, and cannot take responsibility for any differing interpretations made by others. You acknowledge that our obligation does not extend to paying you any amounts in respect of VAT in addition to the grant. If we have agreed to fund any or all of the VAT costs associated with your project and you subsequently recover any VAT, you must notify the RST, which will either require you to refund it or agree with you how it is to be spent.
15. For each year of the grant you will provide a copy of or link to your organisation's latest audited or adopted accounts (as required by the relevant accounting framework for your organisation), and if published separately your latest annual report. Both the annual report and accounts will specifically acknowledge the RST grant, for each financial year during the period of the grant.
16. You must inform us of any financial difficulties that may have a negative impact on your ability to deliver your funded work as planned, on the prospects for the longer-term sustainability of the work or on your organisation's ongoing viability.
17. You must send progress reports and final reports in accordance with our specified Grant Reporting Requirements and the schedule set out in your Grant Agreement and Terms and Conditions Acceptance Form. In addition to your regular monitoring reports, the RST may from time to time need to see other information relating to the running of your project, which must be provided.

18. With reasonable notice, you must allow RST staff to observe the work funded during the period of the grant, if requested. You must tell us if you receive any other funding for the activity funded by RST from any other source, at any time during the life of the grant. If this means that you no longer need the funding from us, you must pay the grant back to us immediately upon demand from us.
19. Any part of the grant that is not required for the purpose approved will be refunded to us.
20. We reserve the right to withhold a grant or require repayment if: we find that any false information is supplied to RST deliberately; the work undertaken is not the work for which the grant was approved (and if we have not been informed of and approved these changes); if the RST considers that satisfactory progress is not being made; if your organisation does something to bring the trust into disrepute; if your organisation becomes insolvent or goes into administration, receivership or liquidation, and if the grant has not already been spent on its intended purpose. If you suspect or discover a fraud using our funds, or a fraud elsewhere that could have implications for RST funds, you must contact us immediately. If your organisation becomes aware of potential insolvency, you must also contact us immediately.
21. The RST does not accept any responsibility for financial or any other liability incurred by you, any organisation, or any participant that may arise out of the funded activities.
22. Summary Information about the grant will be made available on our web-site and in publicity and open datasets. No personally identifiable information will be shared and data will continue to be held in line with our data protection policy.

23. Data Protection.

References in this clause to “personal data” and “process” shall have the meanings given to them in the Data Protection Act 1998.

You agree that you have the consent of any individuals identified within your application for funding for RST to hold and process their personal data in connection with the assessment of such application for funding and for the purposes of managing or monitoring any grant awarded and related administration.

RST is registered with the Information Commissioner's Office and will process any personal data provided by you to RST in accordance with RST's registration and current data protection legislation.

In respect of any personal data which you collect, acquire, generate or otherwise process in carrying out the funded activity (including, without limitation, that of any research participants), you warrant that you will comply with all applicable data protection legislation, including the Data Protection Act 1998 and any guidance or codes of practice issued by the Information Commissioner or any other supervisory authority, in respect of your processing of such personal data. This shall include (without limitation) registering with the Information Commissioner's Office, and obtaining all necessary consents from

all relevant individuals to the processing of their personal data for the purposes of the funded activity.

We request that you do not include personal data (including, without limitation, that of any research participants) in any report or documents that you submit to RST. However, if and to the extent that it is necessary to include any personal data in any report or documents that you submit to RST as part of the funded activity, you warrant that you will obtain all necessary consents from the relevant individuals for RST to use and process such personal data in connection with the assessment, evaluation and use of such reports and documents in furthering road safety.

24. If you do not accept your grant offer within three months of the date of the Grant Agreement, it will no longer be valid.

Additional conditions relating to the publication of reports and other documents

25. Where publications arise from funding provided by RST, the following additional terms and conditions apply. You must:

- a. where we wish it, give full acknowledgement to the RST, using wording to be agreed in advance with us.
- b. provide us with a draft of the intended publication, with at least one month's reading time, for comment. The RST reserves the right to make suggestions about the content of any publication arising from our grant, to require changes if the publication does not meet the brief set out in this grant agreement and to refuse permission for acknowledgement of the RST's support and logo if the publication's content does not meet a standard judged to be acceptable by the RST.
- c. send us a final electronic copy and at least two copies of any report arising from work funded by the RST.

26. You agree that the RST may make the reports/outputs of work funded by us available in any reasonable way we choose in any media or format through the world, free of charge.

27. Provided this Agreement has not been terminated because of breach of obligation by you, your organisation has the right to publish the results of your project, provided the RST is acknowledged as agreed.

28. as appropriate:

- a. where the materials have been created as part of the project they are the original works of their author(s) and contain nothing defamatory or libellous;
- b. where the copyright and/or other intellectual property rights in the materials are not owned by you, you have all necessary consents and licences to use and to

authorise the RST to use the materials for the purposes contemplated by this agreement;

- c. use of the materials by the RST or with the consent of the RST will not infringe the copyright or other intellectual property rights of any third party; and
- d. you will ensure that no person asserts a moral right in relation to any material.



Grant Reporting Requirements

Introduction

Your Terms and Conditions Acceptance Form sets out the reporting and payment schedule for your grant. Reports are due one month before each scheduled payment.

If there are any significant changes to the project these should be discussed and agreed with the Trust as soon as possible and before any grant payment will be released.

As part of reviewing grant progress we may arrange to discuss your project further with you by phone or at a meeting.

Please note that if you do not submit your report by the date it is due, then payment will be delayed.

Where appropriate, the Trust retains the right to alter these requirements as it seems fit depending on the nature of the project.

Payment of grant

Payments will be made on receipt of satisfactory progress reports. A final payment of no less than 10% of the total award will be made on receipt of a satisfactory final report at the end of the project.

Definitions

We use the following definitions to describe our reporting requirements:

Activities: These are the activities that you will carry out in order to achieve the aims of the project.

Milestones: These could be the stages of the project or delivery of a discrete piece of work

Outputs: We use the word 'output' to mean the project deliverables – e.g. a report or road safety tool.

Interim reports

Reports should cover the following points and refer to the milestones and outputs agreed in the Grant Terms and Conditions Acceptance Form. As a guideline reports should be around four sides of A4, or slightly more or less depending on the size and complexity of the project.

- 1. Activities, milestones and outputs:** Provide a **brief** description of the project activities that have taken place and key milestones and outputs that have been achieved during the reporting period. If these have changed, please explain why and please note this should be agreed with the Road Safety Trust in advance.

2. **Budget:** Provide a breakdown of income and expenditure for the reporting period against the original budget, explaining any differences. This should provide details of staff and other costs.
3. **Accounts:** Provide a copy of or link to your organisation's latest audited or approved accounts and annual report, as required by the relevant accounting framework. (Not required for statutory bodies).
4. **Risk:** Outline any risks that have been identified which could delay or have an impact on the project.
5. **Publicity:** Outline any publicity that has been undertaken. (Please refer to our guidelines around publicity in our terms and conditions).
6. **Budget for the next reporting period:** Provide a breakdown of anticipated income and expenditure for the funded work for the next reporting period, confirming which income is secured. If there are any changes to the original budget, please highlight clearly and explain.
7. **Plans for next reporting period:** Please provide a brief update on your plans, which your Grants Manager will discuss with you on receipt of the report.

Final Report

A final report should be submitted no more than 2 months after the end of the project and should cover points 1 - 5 above. In addition, the following are required:

1. **Project Summary:** Please provide a short summary (around one page) of the project and its road safety benefits, in non-specialist language, that can be put on our website or shared with other organisations. (This may be the Executive Summary of any published reports)
2. **Project Reports:** Please provide a copy of any reports that form all or part of the project outputs.
3. **Evaluation:** Describe what activity has taken place to measure the effectiveness of the project and what you have learnt. If an evaluation report is an agreed output of the project, please provide a brief summary of the main findings.
4. **Dissemination:** Describe the activity that has taken place to share learning about the project.
5. **Your Organisation:** We are interested in the impact of the work we have funded on your organisation, and also in understanding if additional factors have had an influence on the work funded by the grant.
6. **Next Steps:** Please tell us what you plan to do next in relation to the funded project