

ENDANGERED ARCHIVES PROGRAMME RESEARCH PROJECT GRANTS

Award Conditions

September 2017

General

1. These conditions are issued by the British Library (“we, us”) to the research project host institution (“you”) or independent researcher (“you”) and constitute a legally binding contract between us which you agree to by accepting your award.
2. These conditions should be read together with our Guidelines for Applicants. The Guidelines are for information only, and do not form part of the contract between us.
3. For the purpose of these conditions, you are an independent researcher if you are not employed by a research or other host institution and we have awarded the grant directly to you.
4. You are responsible for all financial conduct and administration of the award and will provide research facilities for the project which do not form part of our project contribution.

The Award

5. The total amount of the award over the full period of the grant and the payment schedule is set out in Annex A of the award documentation. This amount is normally fixed for the duration of the project.
6. We will only consider an application for an increase in funding in exceptional circumstances. We cannot guarantee that any application for increased funding will be met.

Payments and liabilities

7. We will pay the award directly to the host institution or to you as an independent researcher in grant instalments.
8. We will make all payments in sterling by electronic bank transfer.
9. Our first instalment will normally cover the first nine months of the project and will normally be paid when you formally accept the award.
10. We will make subsequent payments in six monthly instalments paid in advance after we have approved the reports set out in condition 42.
11. We will keep back 10% of the award until we have approved your final report, statement of expenditure, and project outcomes at the end of the project.
12. You must pay back to us any part of the award which you do not spend on activities set out in your application and/or we may deduct it from the final payment.
13. We do not accept liability for:
 - 13.1. any financial or other commitments which you make before the award is made;
 - 13.2. any expenditure which exceed the amount of the award;
 - 13.3. redundancy, severance or compensation payments or maternity pay and sickness pay to your employees for which you are or may become liable as an employer.

Start Dates

14. You must make every reasonable effort to start the project on the date stated in your application. If you are unable to do so for reasons outside your control you must inform us as quickly as possible and we will agree a new start date with you.
15. 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.
16. The British Library must receive confirmation as to the start date within one calendar month of the date on which the project commences.

Project Changes

17. You may encounter circumstances that require you to significantly modify your project aims and objectives.
18. You must report such changes in an exception report in line with condition 42.2.
19. You must obtain prior approval of the British Library **no later than three months before the end of the award period if you wish to:**
 - 19.1. transfer your award to another host institution; and/or
 - 19.2. extend time periods for delivery of project objectives.
20. We will only permit transfers to a different host institution with your prior written consent.
21. We may impose additional conditions as part of the approval process.

Delays

22. You must inform us as early as possible of any likely delays to delivery of project objectives and let us know when you expect to complete the objectives.
23. We will do our best to accommodate delays, but we reserve the right to suspend and/or terminate your award if we have reasonable grounds for believing that the project will not be completed.

Budget Variations

24. You may transfer up to £1,000 in each calendar year between most of the grant budget headings without prior approval.
25. The following transfers must be approved by us in writing before you make the transfer:
 - 25.1. transfers of more than £1,000 per budget heading in each calendar year; and/or
 - 25.2. transfers into or out of salary budget headings, which will be permitted only in exceptional circumstances.
26. You must send details of all transfers to the Grants Administrator and include the reasons for the change and the overall impact on the project in your regular reports.

Project Team Appointments

27. We will approve all appointments, including for replacement lecturers (unless employed on an ad hoc, hourly rate), and project salaries in advance. Any appointments which you make are made at your own risk.
28. Where we do not write to or email you separately to confirm our approval, approval is confirmed by us awarding you your grant.

29. Where you pay replacement lecturers at your normal hourly rates on an ad hoc basis we do not expect to approve such arrangements individually.

Equipment

30. You may use the award to purchase equipment listed in your grant application only.
31. If you wish to buy other equipment, you may do so by validly transferring funds between budgets under conditions 25-26.
32. You must not allow project equipment paid for with award funding to be used for any non project activity or by anyone not working on the project, until after the project ends.
33. Project equipment paid for with award funding will belong to the host institution or independent researcher from the date of purchase.
34. Where the project is not based at the host institution, you must transfer ownership of all project equipment to the local archival partner at the end of the project.
35. If you are an independent researcher, you must transfer ownership of all project equipment to the local archival partner at the end of the project.
36. You must confirm all transfers of ownership in your final project report.
37. You may not buy project equipment in the final six months of the project without our prior written approval.
38. If you wish to transfer ownership of project equipment during the lifetime of the award, you must apply to us for written approval.

Record keeping and Inspection

39. You must retain comprehensive project records during the award period and for six calendar years after the end of the project. These records will cover all project income and expenditure.
40. You will make these records available on reasonable notice (which may be immediate if we have significant concerns about project management and/or spend) by the British Library or its duly appointed agents.
41. If you are an institution you must have the project accounts examined by a recognised auditor at our request, to certify that award expenditure complies with these conditions.

Reporting

42. You must submit the following reports:-

42.1. Six-monthly Reports

A progress report of approximately 1000 words in length 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 reporting on the grant must be in GBP. All financial variations from the budget should be explained clearly and the impact on the overall project considered.

42.2. Exception Reports

You must report any significant project changes which occur between your six monthly reports in an exception report.

Where you submit an exception report within three months of your last six monthly report, you must submit a further exception report after three months, unless we give you written permission to wait until your next six monthly report is due.

42.3. Final Report

You must submit this no later than three months after the end date of the grant using our Final Report form which is available on our Programme webpages at <http://eap.bl.uk/pages/documents.html> .

43. If you fail to submit a report on time, or submit a report which does not include this information and any other information specified in the Guidelines or which indicates that you have deviated from approved project objectives, delayed delivery of project objectives without our advance approval and/or otherwise failed to comply with these conditions, we may suspend your award while we investigate whether the project remains viable.
44. If, in consultation with you we conclude, following investigation, that the project is no longer viable, we will terminate the award by exercising our rights under condition 64.
45. If the event that lack of viability is due to a breach of financial regulations, the British Library will seek to recover all or part of the grant from the lead institution.

Funding acknowledgement

46. You must acknowledge both Arcadia and British Library funding in all publications, conference presentations and public statements including all online publications, blogs and vlogs and all other social media and online media posts, publications and publicity using the acknowledgment statement which we will communicate to you.

Online, Social media and other Publicity approval

47. All press releases must be approved in advance by us.
48. You consent to us publicly sharing information about your project by any means. We may publish extracts from your project proposal in our Endangered Archives Programme webpages and use them to promote the Programme in general.

Depositing outcomes and publication

49. You must deposit all project outcomes in both a local repository and with us.
50. It is your responsibility to make sure that project materials are produced in a form which make them permanently available, useful for the recovery of knowledge, and universally accessible.
51. You must follow our Copying Guidelines and Listing Guidelines to ensure the material is being copied and listed to our required standards.
52. Within the first three months of the award period, you must submit digital and listing samples to us so that we can check that you are complying with condition 50.
53. If your award is for a pilot project of short duration, you must submit your digital and listing samples as soon as possible.

Intellectual Property Rights

54. Wherever possible and where culturally appropriate, you must seek permission for in-copyright materials to be published under a Creative Commons-Attribution-Non Commercial 4.0 Licence, in line with the guidance provided by us.
55. Information about CC-BY-NC licences is available at <http://creativecommons.org/licenses/by-nc/4.0/>

56. Where the underlying work is in the public domain we request that the material be made available for non-commercial purposes and that grant holders do not assert copyright or intellectual property rights in the physical items, or any digitised versions.
57. Should any intellectual property rights be created in the process of creating the metadata in the lists, this will be released under a CC0 licence Public Domain Dedication. Information about CC0 licences can be found at: <https://creativecommons.org/choose/zero/>
58. If it is culturally appropriate to restrict or withhold online public access completely, you must notify us of your reasons, and seek our written approval for alternative licence terms or a decision not to publicise materials or images at all.
59. We will only accept reasonable restrictions on the use of copies made under the Programme. We will use any material received for non-commercial purposes and will make it available on the British Library and Endangered Archives Programme websites <http://eap.bl.uk/> .
60. You are responsible for clearing all third party intellectual property rights and related rights (e.g. copyright laws, database rights, performance rights) with copyright or cultural property owners both individual and collective before publication. It is your responsibility to ensure as far as is reasonably possible that your use of materials for the project does not infringe any 3rd party rights or break any local or national laws.
61. Copies of use permissions granted by third party rights holders must be scanned and sent to us before publication and a summary of all 3rd party rights must be included in your Final Report.

Commercial Exploitation

62. Any income which you generate from commercial exploitation will be divided between us as follows:

You will keep the first £10,000 of income.

We may claim one third of all resulting income over and above the first £10,000 up to a maximum of the total value of the award.

Contact

63. You may only contact us via our Grants Administrator at: endangeredarchives@bl.uk.

Suspension and Termination

64. We may suspend or terminate the award at any time by giving you reasonable written notice, which may be immediate notice if you have failed to comply with these conditions after we notify you of any concerns and you do not take action to remedy the default (if it is capable of remedy) within the time period for rectification which we notify to you.
65. We may also suspend or terminate the award at any time by giving you reasonable written notice if you become unable to provide suitable research facilities for the project for any reason or, being an independent researcher, you become incapable of completing the project as a result of mental or physical incapacity or illness.
66. If we suspend the project, we may:
 - 66.1. continue our suspension for as long as we reasonably require to investigate our concerns.
 - 66.2. impose additional funding conditions and require you to carry out remedial actions before we reinstate your funding.

Consequences of Termination

67. At our absolute discretion, we may agree to cover winding down costs for the project and any unavoidable expenditure commitments.
68. If you misuse project funding or deliberately mislead or deceive us about the project or there is any fraud or theft of project funding for which you are responsible (or if you are an independent researcher, you steal or deliberately misuse project funding) we may require you to repay payments made to you before the date of termination.

Freedom of Information

69. As a UK public body, we are legally obliged to share certain types of information with the public under the Freedom of Information Act 2000. We expect you to assist and cooperate with us to provide information about this grant and your project or this grant which we decide to release in response to a request for information, and we may also release any information we hold.

Changes to these Terms and Conditions

70. We may publish changes to these Conditions on our website at: <http://eap.bl.uk/>. The most recent version of these conditions will apply to your grant going forward.

General

71. Any reference to “writing” or “written” in these conditions includes communication by email.
72. Any notice you give to us in connection with these conditions must be emailed to the Grants Administrator at the email address stated in condition 63 with a return receipt request. We will email any notice we give to you in connection with these conditions at the email address to which we send your grant award letter with a return receipt request (or another address for formal service of notices which you inform us of). We may each treat any notice which we serve in this way as being given on the date on which the return receipt is received by the sender.
73. These conditions and any dispute or claim made under them will be governed by and interpreted in accordance with the laws of England.