



Grant Terms and Conditions

These terms and conditions apply to all grant awards dated from 1 January 2021. 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, safeguarding, 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 will only be used for the specific purposes and activities which have been agreed and will not be used for any other purpose without the prior approval of RST. All grant funds provided by RST must be used exclusively for charitable purposes for the public benefit. No grant shall be paid unless and until RST is satisfied that such payment will be used for proper expenditure in the delivery of the project. The grant must not be used to:
 - a. make any payment to members of your governing body or board of directors;
 - b. purchase buildings or land; or
 - c. pay for any of your expenditure commitments entered into before the date in the Terms and Conditions Acceptance Form,unless this has been approved in writing by RST.
3. The funding requested from RST has not been secured elsewhere and is still needed for the agreed purpose. If you have secured funding elsewhere in relation to delivery of the project (including without limitation funding for associated administration and staffing costs), the amount of such funding shall be clearly stated together with a clear description of what the funding shall be used for.
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. RST is not responsible in any way for the employment of staff involved in the funded activity and does not employ or direct the activities of your staff.
8. The bank account to which the grant is remitted is in the name of the organisation identified in our Identity Confirmation Form.
9. The payments of this grant can be received by you 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 from RST. 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. You shall comply with all reasonable requests from RST to provide reports, statistics, photographs, case studies and other materials in relation to the project that will assist RST for promotional, publicity and fundraising purposes.
12. You must use best endeavours to attend and speak at any events organised by RST and to which you are invited, provided that you are given at least 28 days' notice in writing.
13. No significant changes to the funded activity will be made without our prior written agreement. We expect you to inform us immediately of material changes relating to grant expenditure, activity, timeline or to the organisation itself, whether or not such changes are within your control. This applies to any changes to the funded activity even if you have not yet drawn down the grant.
14. 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 in relation to the Grant. Grant income from RST must be treated as restricted income in your accounting records and shall not be included in general funds. You must acknowledge the grant in your annual report.
15. You will ensure appropriate financial controls are in place, including two signatories on payments from RST funds.

16. You must ensure that any equipment funded by the grant is purchased in accordance with your procurement procedures in a manner that delivers value for money, is used for the grant activities, and is adequately maintained and insured for all appropriate risks. You must ask for our written permission to use the equipment for any other purpose, including if you wish to charge, hire, lend or dispose of it. If the grant or project is terminated, we will discuss with you the transfer of any equipment funded from the grant to RST or another charity.
17. RST considers that the funding arrangement covered by this letter relates to grant funding and is not responsible for any different interpretations made by others, including HMRC. You acknowledge that our obligation does not extend to paying you any amounts in respect of VAT in addition to the grant, in the event that VAT is assessed to be paid on 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 RST, which will either require you to refund any part of the grant not required for the project or agree with you how it is to be spent.
18. For each financial year in which you receive a grant payment from us 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.
19. You must inform us promptly of any financial difficulties that your organisation is facing and provide full details of those financial difficulties. You must also inform us of any negative events or circumstances that may affect the prospects for the longer term sustainability of your organisation.
20. You shall closely monitor the delivery and success of the project throughout the period of the grant to ensure the aims and objective are being met, your Grant Agreement is being adhered to and the grant is being used for exclusively charitable purposes for the delivery of the project.

Regular reporting

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.

Additional reporting requirements

In addition to your regular monitoring reports, you will on request provide RST with such other information, explanations and documents relating to the running of your project.

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.

21. You will on request incorporate any reasonable comments or changes in relation to the delivery of the project requested by RST within 30 days of receiving such written request. Where you believe that any such request is unreasonable or may jeopardise the success of the project, you must set out your reasons in writing within 30 days of receiving such written request. You acknowledge that in implementing any reasonable comments or changes that the project remains under your control and direction and that RST's input is purely of an advisory nature.

22. Any part of the grant that is not required for the purpose approved will be refunded to us.

23. We reserve the right to withhold a grant, cease any further grant instalments, terminate your Grant Agreement and / or require repayment if:
 - a. we find that any false information is supplied to RST deliberately;
 - b. 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);
 - c. the delivery of the project does not start within one month of the start date on the Terms and Conditions Acceptance Form, and a revised start date has not been agreed with your Grants Manager;
 - d. if RST considers that satisfactory progress is not being made in relation to the project and is concerned with the activities, outputs or achievement of milestones in relation to the Grant;
 - e. there is any failure to satisfy the reporting requirements and obligations set out in paragraphs 19 and 20;
 - f. if your organisation does something to bring RST into disrepute or where in the reasonable opinion of RST continuing with the grant arrangements may affect the good standing and / or reputation of RST;
 - g. if you obtain duplicate funding from a third party for the project;
 - h. if you make material changes to your purposes, structure or your organisation without our prior written agreement;
 - i. 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; or

- j. if you fail to comply with any of the terms and conditions set out in these terms and conditions and fail to rectify any such failure within 30 days of receiving written notice detailing the failure.
24. RST does not accept liability for any consequences, whether direct or indirect, incurred by you, any organisation, or any participant that may arise out of the funded activities and the use of the grant (irrespective of whether RST has made any comments or requests in relation to the delivery of the project) or from withdrawal of the grant. You shall indemnify and hold harmless RST, our employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs expenses, losses, damages and all other liabilities arising from or incurred by reason of any activities and/or omissions in relation to the funded activities, your non-fulfilment of obligations under your Grant Agreement or your obligations to third parties (the **Liabilities**).
 25. You shall take out and maintain adequate insurance cover, or procure that adequate insurance cover has been taken out and maintained, in full force with a reputable insurance company for the duration of, and in relation to all risks arising out of, the funded activities. You shall be under a duty to mitigate any Liabilities that arise.
 26. Subject to paragraph 23, RST's liability under the Grant Agreement is limited to the payment of the grant.
 27. Summary Information about the grant will be made available on our web-site and in publicity and open datasets including 360 Giving. No personally identifiable information will be shared and data will continue to be held in line with our data protection policy.

28. **Data Protection.**

References in this clause to "personal data" and "process" shall have the meanings given to them in the Data Protection Act 2018 or any successor legislation governing the use of personal data.

You agree that you have the consent or the legitimate right to use the personal data of any individuals identified within your application for funding from 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 applicable 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 2018, the General Data Protection Regulation (GDPR) and the Privacy and Electronic Communication Regulations 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 should you be required to do so 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 have the legitimate right to use the personal data of those 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.

29. Freedom of Information

You acknowledge that RST is a public authority subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIRs). You must provide all necessary assistance and cooperation as reasonably requested by RST to enable RST to comply with its obligations under FOIA and the EIRs. RST may need to disclose information relating to the grant and/or provided by you without consulting with you or obtaining your consent. Where appropriate and practicable, RST will take reasonable steps to notify and consult with you should it receive a request for information about you, provided by you or whose disclosure might affect your interests. However, RST shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with FOIA and/or the EIRs.

30. 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

31. 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.

32. 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.
33. 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 and 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 knowingly 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, save as expressly agreed or authorised by RST in writing

34. Additional conditions relating to Intellectual Property and Commercial Exploitation

The RST must ensure that useful results of research that it funds (in whole or in part) are applied for the public good and this is usually achieved through being disseminated to the public. In some circumstances, public benefit may be provided through the protection of intellectual property and commercial exploitation.

Where there is any commercial exploitation of intellectual property that arises or is developed in whole or in part as a result of RST's funding of you, the RST may require that it receives a fair share of the profits arising from the commercial exploitation of any intellectual property developed from RST funding. The RST therefore requires you to:

(i) notify the RST promptly in writing when intellectual property that may be of commercial value arises from the Grant and ensure that such intellectual property is protected and not published or otherwise disclosed prior to protection;

(ii) ensure that all persons in receipt of RST funding or working on a RST funded activity are employed on terms that vest in you the sole and exclusive ownership of all intellectual property arising from the RST funded activity.

No intellectual property arising from RST funding may be exploited or disposed of in any way without the prior written consent of the RST, such consent not to be unreasonably withheld. The RST may require you to enter into a revenue and equity sharing agreement with it as a condition of providing such consent to ensure that the grant funding has public benefit.

If you do not protect, manage or exploit any intellectual property arising out of the grant to RST's satisfaction, the RST shall have the right, but not a duty to protect, manage and exploit such intellectual property. In such instances you agree to cooperate fully and carry out all necessary steps to assist the RST in such protection and exploitation.