

## **General conditions and claims for expenditure**

1. The grant is to be used only for the purpose outlined in the grant application approved for funding by the trustees ('the project').
2. Acceptance of the grant shall be evidence of your acceptance of clause 1 and your agreement that, in the event of a breach of clause 1 or any other material provision of these conditions the grant shall be returned in full with interest from the date of your receipt of the grant to the date of its repayment at 5% above the published base rate of the Bank of England, during this period.
3. By accepting the grant you also agree to be subject to these conditions as a whole.
4. You confirm that agreement has been given to the research being carried out in the department stated in the application, that the applicant will be given the necessary accommodation and facilities and that all necessary licences and approvals will be obtained before the project commences.
5. You confirm that the application has been submitted with the agreement of the administrative authority of the applicant body and you agree that it will properly administer the grant which will be used only to support the work for which it was intended. You also confirm that the applicant body will maintain support for this department during the period of the grant.
6. Unless otherwise agreed, the first payment in respect of the grant must be claimed within one year of the date of the award. If it is not claimed within one year, your entitlement to the grant shall cease as soon as that one-year period expires.
7. The final claims for expenditure on the project must be received within six months of the end of the project otherwise entitlement to any outstanding balances of grant will cease when that period expires. Extensions to the project (for time only) will require written authorisation from the Cambridge Eye Trust.

8. The grant will not be increased for any reason.
9. In the event that the total expenditure is less than the value of the grant, only the actual expenditure will be met. The balance of the grant agreed will then be withdrawn. If you have been paid all or any of that balance, you must repay it to the Cambridge Eye Trust promptly upon demand. Any late repayment will be subject to interest as provided in paragraph 2 above.
10. As outlined below under 'progress reports and monitoring' it is a condition of the grant that the Cambridge Eye Trust is kept informed as to the progress of the project in a manner and form required by the Cambridge Eye Trust. You must advise us immediately if material issues arise which could hamper or impair your ability to complete the work set out in your application. The Primary Applicant also agrees to advise the Cambridge Eye Trust of any change to his/her status within the applicant body, or any scientific, managerial or administrative issue, which might affect the direction of the research or the project.
11. If the Project is cancelled or does not take place in a reasonable time, you must promptly upon demand repay to The Cambridge Eye Trust all sums already paid unless a lesser sum is agreed by the Cambridge Eye Trust. Any late payment shall be subject to interest as provided in paragraph 2 above.
12. The Grant will be paid in an agreed number of instalments on:
  - written confirmation that all funds for the Project or phase of the Project are available
  - written evidence that all ethical and other approvals have been received
  - written confirmation that building work / equipment to the value in the Application was completed / ordered after the date of the award
  - sight of paid invoices (where requested by us) or records of charges for consumables and other Project expenses for each expenditure heading as set out in the Application

- evidence of time spent on the Project (where requested by us) and salary costs allocated to it, by individual, and evidence that the work has been completed
13. All applications for payment (or invoices) will need to include supporting analyses of costs that correspond to the headings of expenditure contained in the Application together with explanations of how the expenditure relates to the Project stage(s).
  14. The Primary Applicant and other members of the project team shall keep sufficient diaries, notebooks or logs to enable qualified reviewers to establish whether their work was proceeding in accordance with the objects of the research programme set out in the application.
  15. The Cambridge Eye Trust may upon written notice demand the immediate repayment of all sums paid under the grant if the trustees of the Cambridge Eye Trust believe that such sums are being misapplied or that the project is not being conducted properly. Any late repayment shall be subject to interest as provided in paragraph 2 above.

### **Progress reports and monitoring**

16. It is the policy of the trustees to monitor all grants made. Accordingly, the applicant must submit periodic reports of the progress of the project as the Cambridge Eye Trust may require. Continued financial support from the Cambridge Eye Trust will be dependent upon the timely submission of reports and amounts may be withheld from payment applications pending receipt of such reports.
17. Monitoring visits (and audits of how grant monies are being spent) by trustees of the Cambridge Eye Trust or their representatives may also be conducted, should the trustees consider this necessary owing to the size or nature of the project.
18. Trustees will usually ask for a preliminary report at six months and an annual report at the anniversary and annually thereafter. Within six months of the conclusion of the project, a final report (End Of Grant Evaluation Report) will be required, detailing fully

the results and outputs of the Project, as well as a detailed account of the costs incurred. The Head of Department (or his/her successor), will be required to vouch for the research that has been completed by signing the final report at the end of the grant period. Approximately two years after completion of the project the applicant may be required to complete a further report for the trustees setting out, with hindsight, the benefits that the Project delivered either in itself or its contribution to further developments.

### **Publicity**

19. The Cambridge Eye Trust wishes to widen public awareness of its work to support medical endeavours in Cambridgeshire and to further establish its reputation as a successful, respected grant-giving charity. To this end the Cambridge Eye Trust requires public acknowledgement in respect of the project and seeks opportunities to permanently link the Cambridge Eye Trust name with the project whenever possible.
20. The applicant will therefore liaise closely with the Cambridge Eye Trust to explore any publicity opportunities that may arise. The Cambridge Eye Trust's name must not be used in any publicity without the specific permission of the Cambridge Eye Trust, which it would normally be pleased to give.

### **Privacy Policy**

21. Personal information is collected by The Cambridge Eye Trust during the course of providing grant funding and the use of this information is covered by The Cambridge Eye Trust Privacy Policy, available on The Cambridge Eye Trust website.

### **Liability**

22. The Cambridge Eye Trust and its trustees will not be liable in any way whatsoever for the conduct or outcome of the project or any activity set out in the application to which monies contributed pursuant to this grant may be applied and you hereby indemnify and hold harmless The Cambridge Eye Trust's trustees and all representatives of the Cambridge Eye Trust against any liability which may arise in

connection with the conduct of the project or activity associated with it or the use or exploitation of any results generated from it.

### **Commercial exploitation**

23. In the event that the work funded by the grant on the project leads in whole or in part to commercially exploitable products or services or rights, the Cambridge Eye Trust will be entitled to receive a proportion of any revenue, payment or other commercial gain arising, which will be calculated as follows:

- gross income less all reasonable costs of exploitation (including patent, legal and incidental expenses)
- before any amounts properly due to individuals involved in the project working for the applicant
- a proportion of the net income after taking the above into account will then be transferred to the Cambridge Eye Trust in the proportion which the grant bears to the total project cost.