



# Funding Guide

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**Arrangements and procedures for Joule research grants**

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## Introduction

This guide covers all aspects of Joule Centre research grant funding. It gives details of the arrangements and procedures for research grants and research fellowships, together with a summary of funding opportunities and application procedures.

The terms and conditions of research grants and research fellowships included in this guide are for information and completeness. Grant offer letters will include a set of current standard conditions, and it is these that will govern the management of individual grants.

The Joule Centre reserves the right to amend these regulations at any time and without prior notice. The regulations in effect at any time will be those contained in the most recent version of this guide.

## Contacts

We are happy to provide advice on any aspect of our research funding arrangements. If you are not sure who to contact, the Joule Centre Administrator will be able to advise you.

### Contacts Directory

<b>The Joule Centre Administrator</b>	Mrs Laura Mitchell
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<b>The Joule Centre Telephone</b>	0161 306 4656
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# Funding Opportunities

## Introduction

Research grants provide financial support to Higher Education Institutions within the Northwest of England for specific research projects in the engineering and physical sciences, social sciences and biological sciences. In the first instance the research funded by the Joule Centre for Energy Research will be supported through managed programmes. Calls for proposals will be issued by the Joule Centre twice a year in a specific area of energy research.

The Centre Director and or the Centre Development Manager will be happy to discuss your ideas for proposals before their submission. We particularly encourage discussion for proposals with a complex management nature, those involving large consortia, or those consisting of more than one research theme.

## Research Grants

### Targeted Funding Mode

Funding is very flexible, with the scale of projects supported ranging from small value, short-term grants to research programmes costing in the region of £600,000. A wide variety of activities are supported, including feasibility studies, instrument development, equipment to support a number of research projects, travel grants and visiting researchers and research fellowships (Advanced Research and Postdoctoral Fellowships). High risk/high return research proposals, embracing new concepts or techniques, are particularly encouraged.

Key features:

- Calls for proposals in specified areas issued via Joule Centre website, NWUA & Joule Centre Forum.
- Prominence is given to the applicant as the creative figure who determines the direction of the research.
- Research quality, as defined by independent peer review, is the main criterion against which proposals are assessed.
- Collaboration with Industrial organisations from within the Northwest region is actively encouraged on all research proposals.
- Grants will be cash limited and funding is made on a fixed price basis.

### Small Grant Proposals "Seed Corn" Grants

The objective of "Seed Corn" Grants is to stimulate new areas of research and it is expected that they will lead on to major projects funded by others. The proposal may be for research on any aspect of energy and may last up to one year. The maximum budget per grant is £50,000. However, it is anticipated that most proposals will have a typical value of between £10,000 and £30,000.

The submission process and evaluation criteria for the "Seed Corn" grants are identical to those of full research grants with the exception that a shorter Case for Support is entirely acceptable. Proposals should detail how this "seed corn" resource would lead on to more significant research activity.

The timing of the Seed Corn funding applications will coincide with the major calls for proposals. Therefore grant proposals must be submitted at the same time as identified in the call for proposals. The standard terms and conditions for Joule Centre research funding will apply.

## **Benefits to the Northwest**

Research proposals must clearly identify and demonstrate the benefits the research will bring to the Northwest region

A strict criterion for the funding of Joule Centre awards is that the research proposal must clearly identify benefits to the Northwest and demonstrate how this will aid the Northwest and also how this links into the national schemes for sustainable energy.

Applicants must clearly demonstrate the additional funding stream for the project and how this will continue to develop the research project

## **Additional Funding**

Although funding from a third party is not mandatory, additional contributions from industrial or other collaborators to the cost of the research will be taken in account in the evaluation. The applicant should illustrate how such contributions will enhance the research project and how this will impact on the continued development of the research theme.

We actively encourage the involvement of industrial collaborators and other stakeholders in research proposals

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# Eligibility

## Research Grants

### Eligibility of Organisations

Any higher education institution within the Northwest region of England may apply for research grants. Certain elements of funding are also open to other research organisations and to industry.

### Eligibility of Investigators

Principal Investigators should normally be permanent employees of an eligible research organisation. Fixed-term employees may be eligible provided that the Joule Centre can be satisfied that the host research organisation is prepared to give the individual all the support normal for a permanent employee and that there is no conflict of interest between the investigator's obligations to the Joule Centre and to any other organisation or employer. The term of employment of a fixed-term employee must extend beyond the duration of the proposed research project.

Research Assistants can be identified as Co-Investigators if they have made a substantial contribution to the development of an application and will be closely involved with the project, if it is funded. In these circumstances, the application can seek funds for the Research Assistant's salary for the duration of the grant. It will normally only be possible for a Research Assistant to be identified as Co-Investigator on the application that seeks his/her salary. Research Assistants cannot be Principal Investigators.

Research proposals will not be considered from an applicant who was the Principal Investigator on a grant where there is an overdue Final Report.

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# How to Apply

## Timing

<b>Targeted Mode Funding</b>	Proposals should comply with the dates and time-scales set out in the relevant call for proposals or announcement of opportunity.
<b>Small Grant Proposal Seed Corn Funding</b>	The timing of the Seed Corn funding applications will coincide with the major calls for proposals. Therefore grant proposals must be submitted at the same time as identified in the call for proposals.

## Application Forms

### Research Grants

Applications for research grants should be made using the Research proposal form (word doc) and sent electronically via email as an attachment or by post to the Joule Centre Administrator.

If you are preparing a proposal in response to a call for proposals, please leave enough time for your organisation's submission process to take place before the closing date.

### Application Form

If you have any queries about using the application form then please contact the Joule Centre Administrator, (0161) 3064656 or email [Laura.Mitchell@manchester.ac.uk](mailto:Laura.Mitchell@manchester.ac.uk).

### Case for Support

All application forms should be accompanied by a self-contained description of the proposed research. Details of the documentation required can be found in the guidance notes for completing the standard research proposal form and case for support.

### Joint Proposals

Where a project is to be managed by one research organisation, a single research proposal form and case for support should be submitted. Where separate funding is sought by more than one research organisation for the same project, a separate research proposal form is required from each. A single case for support must be provided and should accompany each form. In any jointly submitted proposal, however, the Joule Centre will not accept more than one proposal from any one research organisation. An investigator on one proposal should not be named as an investigator on the other(s).

Please make sure that where a project comprises more than one proposal, this is made absolutely clear in the section marked 'Related Proposals'.

Where there is a project partner providing funds towards a joint project, please make sure that each research proposal form lists only the collaborating funding for that subsection of the total project and not that given to the total project.

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# Resources - Full Economic Costing

## Introduction

All research grant and fellowship applications submitted must be costed on the basis of full economic costs (fEC). If a grant is awarded, the Joule Centre will provide funding at 100% of the fEC (net of any direct contributions from collaborators).

Eligible organisations will use the Transparent Approach to Costing (TRAC) methodology to calculate fEC. This methodology has been validated by a quality assurance programme and is subject to ongoing review through arrangements to be put in place by the Funding Councils. Other research organisations can apply for full economic costs provided that the methodology they adopt has been validated by the Joule Centre as appropriate and robust. All organisations can opt to use default rates for Estates and Indirect costs, as an alternative to applying a comprehensive fEC methodology. Universities and other HEI's need to obtain dispensation from full operation of TRAC to use this approach. Other research organisations must indicate when they next seek to submit a research application, a wish to adopt default rates. The default rates are published periodically by the Higher Education Funding Council for England (HEFCE) on its website, and are based on averages of actual rates in use in the university sector. Non-universities must decide for themselves whether these default rates are applicable to their circumstances.

All costs that contribute to the full economic costs of a project may be included in fEC. There are, however, some costs that do not form part of the fEC of a project or are required to be charged in a specific way. These include:

- Redundancy costs for research staff: provision for redundancy costs should be made in the Cost of Capital Employed (COCE), which is a charge within Indirect Costs.
- The costs of maternity, paternity and sick leave for Investigators, together with other employment-related costs, are not chargeable to the Joule Centre.
- Depreciation on Joule Centre funded equipment may not be included in Estates costs. TRAC provides guidance on how to deal with this.
- Academic time preparing research proposals together with time spent on dissemination or publication work after a grant has ended should be charged to Research Support – an item within Indirect Costs.

Costs are divided into the following summary fund headings:

- **Directly Incurred Costs** - Costs that are explicitly identifiable as arising from the conduct of a project, are charged as the cash value actually spent and are supported by an auditable record.
  - Staff
  - Travel and subsistence
  - Equipment
  - Other costs
- **Directly Allocated Costs** - The costs of resources used by a project that are shared by other activities. They are charged to projects on the basis of estimates rather than actual costs and do not represent actual costs on a project-by-project basis.
  - Investigators
  - Estates
  - Other directly allocated
- **Indirect Costs** - Non-specific costs charged across all projects, based on estimates that are not otherwise included as Directly Allocated costs.
- **Exceptions** - Directly Incurred costs that are funded at 100% of fEC, subject to actual expenditure incurred, or items that are outside fEC.

## Directly Incurred Costs

### Staff

The payroll costs of all staff, full or part-time, who work on the project, and whose time can be supported by a full audit trail may be included. The need for such staff should be justified in the case for support.

Where an application includes provision for named fellow, research, technical and support staff, the Joule Centre will normally expect to award funds at the level requested. Research assistants, whether named or unnamed, should be requested at a salary level commensurate with the skills, responsibilities, expertise and experience necessary to carry out the proposed research activity. It will be for those submitting the proposal to determine the extent to which market conditions make it difficult to recruit staff of appropriate quality in areas of high market demand at the normal entry level for the research organisation. Provided the level requested has been fully justified within the case for support, the Joule Centre will make the award at that level. The Joule Centre reserves the right to provide support at a different level if it is considered appropriate.

When calculating the salary costs, provision should be made to take account of all salary increments and anticipated future pay awards for all staff over the period of the project. Where it is expected that named research staff will be promoted during the lifetime of the grant, provision may be made for this in the grant proposal. If a grant does not include provision for such costs, funds may be transferred from other Directly Incurred and Exceptions headings.

The research organisation is responsible, as the employer, for the contracts of employment of the staff concerned and, consequently, for any redundancy or other compensatory payments that may be required. Work permits, if required, are a matter for direct negotiation between the research organisation and the relevant Government departments.

### Travel and Subsistence

A grant may provide travel and subsistence funds for investigators and staff assigned to the project where these are required by the nature of the work. Travel costs should be based on the most suitable and economical form of travel. Subsistence costs should reflect the normal rates applying in the host research organisation.

Costs for attendance at conferences may be included, where such attendance will be of direct benefit to the research. Conferences should, as far as possible, be individually identified in the proposal and attendance justified.

### Equipment

The heading provides for equipment dedicated to the project costing £3,000 or more (including VAT). This includes computers, laboratory/workshop equipment, major equipment spares and software, installation costs and costs of major essential modifications necessary to house equipment (for example, clean rooms or extension of air conditioning). Three quotations for the cost of any equipment costing more than £25,000 should accompany the proposal. For equipment in the range £25,000 to £99,999, quotations obtained verbally are acceptable and should be detailed in the proposal. Three written quotations are required for single items of equipment costing more than £100,000 and must accompany the proposal.

All equipment purchases must comply the EU procurement legislation and the Research Organisation's own policies for purchasing.

VAT and import duty, where appropriate, should be identified separately. Some imported equipment is exempt from import duty. The applicant should clarify the position on tax and duty with the relevant authority before submitting the proposal.

For all equipment and services costing more than £25,000 (excluding VAT), professionally qualified procurement staff must be consulted at the beginning of the procurement process and must approve the order before it is placed with the supplier.

Equipment costs in excess of £50,000 will automatically be captured under the 'Exceptions' heading in the resources summary table and paid at 100% fEC.

All quotes must clearly show VAT and the total amount required entered onto the application form.

Equipment maintenance and insurance costs should be included under the other costs heading with full justification.

All equipment purchases including computers above £500 should be registered on the asset register.

### **Other Costs**

Costs sought should be specified as far as possible in the proposal and justified in terms of requirement for the research proposed.

This heading may include:

- Consumables
- Publication costs
- Specialist publications (not expected in institutional libraries)
- Consultancy fees
- Fieldwork fees/subjects/informants
- Computing - including recurrent costs of computing dedicated to each project only, e.g. software licences
- Equipment - items costing less than £3000 (including VAT)
- Equipment-related items (if not included as part of the Research Organisation's estates costs). For example:
  - Maintenance (external contracts/agreements)
  - Relocation
  - Rental/access charges (specify equipment or service being used and basis of charging)
- Glass house consumables
- Recruitment and advertising costs for staff directly employed on the project
- Purchase/hire/running costs of vehicles if necessary for the project
- Insurance

### **Directly Allocated Costs**

#### **Investigators**

This heading provides for the costs of all Principal and Co-investigators working directly on a project, if their time charged to the grant will be based on estimates rather than actual costs. Where costs are actual, auditable and verifiable, they should be included under the Directly Incurred heading. Investigator time, not cost, must be justified in the Case for Support.

It is a requirement of the fEC costing methodology that, for any one investigator, the maximum amount of time that Joule Centres will fund across all the projects they support is 1650 hours a year (equivalent to 37.5 hours a week, 44 weeks a year).

Principal Investigators and Co-Investigators whose time is not fully funded on other Joule Centre grants, but who are not paid a salary by the Research Organisation (e.g. Emeritus or honorary staff) should show their hours attributed to the project, but with a zero salary cost request.

Salary increments over the period of the project should be taken into account and provision for possible future pay awards should be anticipated and included. Where it is expected that individuals will be promoted during the lifetime of the grant provision may be made in the grant proposal.

If a Principal Investigator or Co-Investigator is retired, the expectation is that their involvement in a project would be covered by a contract with the Research Organisation. If there are costs associated with such time then these should be regarded as a Directly Incurred cost.

### **Estates Costs**

These costs may include building and premises costs, basic services and utilities, and any clerical staff and equipment maintenance or operational costs that have not been included under other cost headings. They will be calculated by a research organisation and a single figure will be required at time of application.

Where an individual will be working away from the Research Organisation on long-term secondment for a period in excess of six months during the project, Estate costs should not be charged for the period of secondment. No reduction should be made for shorter term absence.

Where the level of staff effort to be awarded is different to that requested, an organisation will be required to re-calculate within 10 working days the estates and indirect costs, using the same costing basis applied to the original application. If an organisation is unable to recalculate the costs on this time scale, they will be adjusted by the Joule Centre in proportion to the change in staff costs.

### **Other Directly Allocated Costs**

These comprise all other direct costs calculated on the basis of estimates. Items that can be included within this heading are:

- Research and technical staff whose time is shared across several projects (such as pooled technicians) and is not supported by an audit record
- Charge out costs for major facilities
- Charge out costs for use of existing equipment
- Charge out costs for departmental technical and administrative services.

With the exception of charge out costs for departmental technical and administrative services the need for the resources (but not the costing basis), should be justified in the case for support.

### **Indirect Costs**

These should include the costs of administration, such as personnel, finance, library and some departmental services.

Like estates costs, indirect costs will be calculated by research organisations and a single figure will be required at time of application. Information about the derivation or justification of indirect costs and estates costs will not be required.

### **Exceptions**

The only exceptions for the Joule Centre grants are Project Students. Project students are outside fEC, and therefore 100% of stipend and fees will be funded, but they must not be counted as research full-time equivalent for the purposes of calculating estates and indirect costs.

A project studentship may be sought as a resource on a project, where the project is suitable for training a student in the methods of research and is intended to run for duration of at least three years. The Joule Centre has a preference for project studentships that are associated with projects involving other research staff and resources.

As with other posts on a grant, appointments to project studentships are made by the research organisation and should comply with the research organisation's regulations on appointments.

The funds requested for the student's stipend should be for the total period of each project studentship using the rates given below (e.g. for a 3-year project starting in academic year 05/06 the total amount quoted for a research organisation outside London would be £36,900). The annual rate is calculated by adding together the rates for the years 05/06, 06/07 and 07/08 and dividing by three. A project studentship is intended to last for at least three years.

**2005/06**                      **Basic Stipend** – Research Organisation Outside London  
£12,300

Tuition fees for project students are provided at UK student rate and will not be supplemented or increased for overseas candidates. The provision sought should be calculated using the annual rate shown below for the period of the studentship; (e.g. for a 3-year studentship starting in 05/06 the total should be £9,255).

**2005/06**                      **Standard Fees**  
£3,085

## Visiting Researchers

Support may be requested for visits by scientists and engineers of acknowledged standing from within the UK or abroad to the investigator's organisation. Funding is limited to 12 months per individual.

## Facilities

Applicants seeking access to major national and international facilities should apply to the relevant provider. It is the responsibility of the investigator to obtain any access needed for the research project. Planned usage should be identified on the relevant section of the application form.

The Joule Centre may provide support for access to other facilities at universities and elsewhere. Applicants seeking the use of such services are advised to contact the appropriate provider to confirm eligibility requirements and costs prior to submitting an application to the Joule Centre.

## Cash Limits

All Joule Centre research grants will be awarded on a fixed price basis. It is therefore expected that when completing the financial requirements of the proposal, applicants will include sufficient provision to cover for inflation, all future pay awards and salary increments, and additional resources required for the duration of the Grant.

All quotes for equipment and resources should be inclusive of VAT.

Once the Research Grant has been announced, the total value awarded will represent the total financial commitment entered into by the Joule Centre.

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# Assessing Proposals

## Introduction

The Joule Centre will use peer review to evaluate research proposals and fellowship applications, and to assist in prioritising proposals when in competition. Peer review is also used to assess final reports. There are generally two stages in the process: refereeing and prioritisation.

## Refereeing

When a research proposal is received, a copy is sent to a number of referees, including at least one nominated by the applicant. The referees also receive a covering letter, guidance and a form that they will complete with their comments and return to the Joule Centre.

Proposals that receive highly supportive comments from at least two referees are considered for funding prioritisation. All referees' comments received in time will be carefully considered during the prioritisation process.

For proposals that do not receive sufficiently strong support to be put forward for prioritisation, the applicant will be notified.

## Prioritisation

Prioritisation will be based on the Selection Criteria listed in the Invitation for Research Proposals and the Referee's comments. The Joule Centre Director, will judge the relative quality of research proposals competing for funding and produce a rank ordered list based on the Referee's evaluation of all the research proposals under consideration.

## Funding Decision

The Centre Director will present his recommendations to the Board of Governors on which proposals are to be funded based upon the rank ordered list and the funding available. All applicants are notified of the outcome of the panel in writing. If the application is successful, this notification will be in the form of a grant offer letter, which is sent to the research organisation's administrative authority.

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# Managing Research Grants

## Research Grants

### Grant Offer Letter

If a proposal is successful, an offer letter, including copies for all investigators, will be sent to the research organisation's administrative authority. The offer letter sets out the funding awarded, the dates on which the project should start and end and the terms and conditions on which the grant is made.

The Principal Investigator is required to confirm in writing acceptance of the grant and advising the Joule Centre Administrator of the proposed start date.

The administrative authority will also be sent a starting certificate, payment schedule and, if appropriate, large capital claim forms. Once the project has started, the administrative authority will submit the starting certificate to the Joule Centre as confirmation that the research grant has started. Receipt of a valid starting certificate activates profiled payments.

Investigators who do not wish to take up the offer of a grant should notify the Joule Centre, via their administrative authority, as soon as possible.

### Start Date

The start date of a research grant will be deemed to be the date quoted on the research proposal or the date advised on the confirmation of acceptance letter if different; this is normally the day on which work commences on the project. The start date for payment will be:

- **Research grants with staff:** the date on which the first staff supported by the grant start work
- **Research grants with staff, where it is intended that staff should not be in post at the start of the grant:** the date on which expenditure on any other heading is first incurred
- **Research grants without staff:** the date on which expenditure is first incurred.

### Delaying Start Date

In exceptional circumstances the start of a research grant may be delayed by up to three months after the date given in the offer letter. The Principal Investigator MUST inform the Joule Centre Administrator as soon as possible if the start date is to be delayed. The duration of the grant will remain unchanged. The end date and the due date for the Final Report and Final Expenditure Statement will be revised automatically.

### Payments

A payment profile is created for each grant based upon an expected pattern of expenditure over the lifetime of the grant. This is set out in the payment schedule issued with the grant offer letter. The Principal Investigator is required to submit a quarterly progress report as part of the project management and monitoring process. The report must be submitted within 14 days of the end of the quarter to which it refers, failure to submit these reports may result in the profile payments being temporarily suspended.

Payments will be made quarterly to the research organisation through the Banks Automated Clearing System (BACS).

### Managing the Funds

A grant holder is generally allowed to deploy grant funds in accordance with the needs of the research; specific exceptions are given below. There may be other occasions where there may be some doubt as to whether the transfer can be justified, or whether costs would be permitted as a

charge to the grant. The Joule Centre recommends that in such instances a grant holder seeks advice, in the first instance from their central administration group and if necessary from the Joule Centre on the appropriateness of such expenditure.

The research organisation must not over commit expenditure against the research grant. However, funds may be transferred between any of the headings at the discretion of the investigator without reference to the Joule Centre with the following exceptions:

### **Full Economic Costing**

- Transfers of funds between fund headings are permitted only within and between Directly Incurred costs and Exceptions and only in the individual yearly budgets as identified in the research proposal. Transfers will be at the rate applicable for the heading, as set out in the offer letter.
- Funds provided for equipment costing more than £25,000 may not be used to buy other equipment, nor transferred to another heading, without prior written approval from the Joule Centre Director.

An explanation should be given in the Final Report for instances where expenditure under a particular heading differs from the sum awarded under that heading by more than 20%.

### **Expenditure Statements**

Expenditure Statements are used to reconcile the actual expenditure with the payments made. The Principle Investigator must complete a progress report every three months outlining the expenditure incurred during the previous quarter, this will form part of the Project Management report

The Final Expenditure Statement (FES) will be sent by the Joule Centre to the Principal Investigator approximately one month before the end date of the grant.

The FES must be completed and returned within three months of the end date of the grant. A request can be made to extend the due date for receipt of the FES but must be made in writing before the due date has passed and be agreed by the Joule Centre.

The FES is required to enable the Joule Centre to meet its responsibilities in accounting for the use of public funds. If the FES is not received by its due date, the Joule Centre will recover 20% of the expenditure incurred on the grant. If the FES is not received within six months of the end of the research grant, the Joule Centre is unable to reconcile payments made against expenditure incurred and will recover the value of all payments made against the grant.

For some grants, an Interim Expenditure Statement (IES) may also be required. These are generated prior to the review date. All grants of more than 12 months duration will automatically have a review date, at which point payments will be suspended and the research organisation will be required to complete an IES. An IES will also be generated if a grant is subject to an organisation transfer.

For fEC grants, expenditure shown in the Directly Incurred and Exceptions headings must show the actual expenditure incurred by the project. Settlement by the Joule Centre will reflect the proportion of fEC stated in the award letter applied to actual expenditure, within the cash limit.

Expenditure may be incurred prior to the start of research and subsequently charged to the grant, provided that it does not precede the date of the award letter.

For the Directly Allocated and Indirect Costs headings, the Joule Centre will pay the amount shown as spent, within the cash limit, provided that the grant ran its full course. Where a grant is terminated more than 6 months before the planned end date, a pro rata share will be paid. Where a grant terminates within 6 months of the planned end date, estates and Indirect Costs will be paid in full, but Investigators' costs and other Directly Allocated Costs will be paid pro rata.

### **Annual Statement**

The Joule Centre will send an Annual Statement to the Principal Investigator each year showing payments made for the previous financial year. The Principal Investigator is required to certify, by signing and returning the statement, that expenditure has been incurred in accordance with grant

conditions, and those grants shown as current are continuing. No further payments will be made until the signed Annual Statement has been received.

### **Extensions**

The expectation is that, once started, projects will be taken to completion in one continuous period. However, there are circumstances where interruptions or delays are unavoidable, and grants can be extended by a total of up to 3 months to compensate for these effects. Requests for extensions should be made in writing at the earliest opportunity and certainly before the end date of the grant. Investigators should ensure that their administrative authority is kept fully informed.

### **Absence**

Maternity, paternity and sick pay is not payable by the Joule Centre

### **Change of Investigator**

If an investigator resigns or retires during the period of the research grant, a replacement may be nominated by the relevant Head of Department, and a request made to the Joule Centre for approval prior to continuing the research. If, however, the investigator has moved to another organisation, the arrangements for transfers apply.

### **Transfer between Research Organisations**

The Joule Centre must be notified immediately by the host research organisation where a principal investigator plans to transfer to another research organisation. If this research organisation is eligible to hold Joule Centre research grants, then the Joule Centre expects the grant to transfer with the investigator to the new research organisation providing it is still within the Northwest region.

If the Principal investigator is transferring out of the Northwest region then all reasonable endeavours will be made by the host organisation to secure a suitable replacement to continue the research project. If no replacement can be found then the research project may be transferred with the Principal Investigator providing the benefits to the Northwest are not compromised. With all transfers, written agreement is required from both the transferring and receiving research organisations.

Once the Joule Centre has approved the grant transfer, the original institution must submit a FES within 1 month of the transfer date and prior to the remaining funds being transferred to the new research organisation.

Where there is a basis for continued involvement by the relinquishing research organisation, agreement should be reached between old and new research organisations on the apportionment of work and related funding. The Joule Centre will wish to be assured that satisfactory arrangements have been agreed that will enable the project to be undertaken, or to continue, in accordance with its original objectives.

If suitable arrangements cannot be agreed, the Joule Centre will consider withdrawing its offer of support or terminating the grant. Grants funded under FEC will not be re-costed following transfer. The unspent balance of Directly Incurred and Exceptions, together with a pro rata share of Directly Allocated and Indirect costs, will be transferred to the new Research Organisation. The receiving organisation will be required to confirm, by return of a starting certificate, that it will provide any balance of resources needed to complete the project.

### **Project Management and Monitoring**

In making a grant, the Joule Centre intends that the investigator shall have reasonable freedom and flexibility to manage the available resources according to the needs of the project. In turn, the investigator is responsible for ensuring the best use of resources in order to achieve the aims and objectives of the research. The extent of the investigator's responsibility and freedom to manage the research is contained within the framework of the terms and conditions under which the grant is awarded.

The Joule Centre may require investigators to submit periodic reports and to attend evaluation meetings or theme days in order to assess progress of the grant and its contribution to a

programme. Some grants may also be subject to monitoring by a co-ordinator, consultant or programme staff.

## Collaboration

Collaboration is an important aspect of the research supported by the Joule Centre. Collaborative activities most often take the form of the joint pursuit of research with industry, but may also exist between similar research organisations, both in the UK and abroad. The Joule Centre expects that participants in a collaborative project will develop a Collaboration Agreement to clarify the contributions and rights of each partner. The Joule Centre will not get involved in negotiating an agreement for collaborative research but will need to be assured that an arrangement acceptable to all parties exists. Such agreements must not conflict with the terms and conditions under which the Joule Centre research grants are awarded. The requirement is for a Collaboration Agreement to be put in place before a research project begins.

## Quarterly Management Reports

The Principal Investigator is required to submit a short (up to 2 pages), quarterly management report at the end of each quarter. This will consist of:

- A short description of the scientific/technological progress of the project
- Progress against milestones/deliverables defined in the proposal
- Details of collaboration (particularly with other Northwest organisations)
- Details of any output (e.g. papers, conference presentations)
- Problems/difficulties identified that impede the progress of the project
- List of staff employed with the grant funding
- A statement of expenditure against the profile payment

These reports must be submitted within 14 days of the end of the quarter to which they refer.

## Final Report

All completed research grants are evaluated against the objectives set out in the original proposal. The review process seeks to:

- Review the outputs of the project in terms of the research which has been undertaken and the people trained in association with the project.
- Provide reassurance that the outputs (knowledge and people) can flow to potential users, including other academic colleagues, and that suitable relationships are in place to facilitate this.
- Check that the project has been soundly managed in accordance with good project management practice.
- Contribute to the evaluation of the overall the Joule Centre research and training portfolio.

The Final Report consists of a form and a detailed report. The form is sent to the administrative authority at least one month before the end date of the grant. The investigator is required to complete and return the Final Report within three months of completion of a grant. Details of forms and requirements for the report are available from the Joule Centre Administrator.

Any request to extend the due date for receipt of the Final Report must be made in writing before the due date has passed and be agreed by the Joule Centre. If the Final Report is not received by its due date, the Joule Centre will recover 20% of the expenditure incurred on the grant. In addition, it will not consider research proposals from an individual where they have an overdue or unacceptable Final Report.

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# Research Outcomes

## Publication and Acknowledgement of Support

The Joule Centre attaches great importance to the dissemination of research results. We expect results to be published. Financial support from NWDA & the Joule Centre must be acknowledged in all publications and other forms of media communication, including media appearances, press releases and conferences. This is essential in helping to publicise the Joule Centre's work and providing an indicator of the success of its investment. Acknowledgements should identify the type of the Joule Centre support and quote the grant reference number where possible.

## Science in Society

Investigators are expected to participate in activities that seek to engage the public with engineering and science. Results from individual research projects may provide opportunities to engage the public through various forms of media communication.

## Dissemination within the Northwest

A key objective of the Joule Centre is to build sustainable energy research capacity in the Northwest. Investigators will be expected to disseminate the results of their research to industrial and academic colleagues in the Region through Regional conferences and seminars, including those arranged by the Joule Forum.

## Exploitation of Results

The Joule Centre strongly encourages the exploitation of the results of research. Where results of industrial or commercial value emerge from projects, investigators are required to make suitable arrangements for exploitation and take up by industry.

**The Principal Investigator is required to keep the Joule Centre informed of any developments regarding the exploitation of the research results**

**In conjunction with the main Contract, the NWDA reserve the right to have access to and use best practice resulting from the research project.**

## Evaluation

The Joule Centre has established mechanisms through which the portfolio of work it supports can be analysed and evaluated.

Individual projects are evaluated using peer review of Final Reports. The results are used in programme evaluations and as evidence that the Joule Centre is delivering its mission.

Programme evaluations provide a better understanding of subject balance and the quality of work within the programmes. These evaluations provide an objective and retrospective view to sit alongside other key drivers in shaping the Joule Centre's policy and strategy during the business planning process.

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# Terms and Conditions – Full Economic Costing

## Research Grants

These terms and conditions relate to research grants costed and funded on the basis of full economic costs (fEC), calculated in accordance with the TRAC methodology (universities and other higher education bodies) or by an equivalent methodology by other Research Organisations.

Grants awarded by the Joule Centre are made to Research Organisations on the basis of this single set of core terms and conditions:

Additional conditions may be added to the grant to reflect the particular circumstances and requirements of their organisation, or the nature of a particular grant. Acceptance of a research grant constitutes acceptance of both the core conditions and any additional conditions.

References in these terms and conditions to statutory provisions and guidance include any subsequent amendments or re-enactments. It is acknowledged and agreed that the concept and operation of fEC is at an early stage and thus the Joule Centres reserve the right to vary these terms and conditions as may be necessary or desirable to reflect the development or clarification of fEC or for other reasons.

### Definitions

**Full Economic Costs (fEC):** a price which, if recovered across an organisation's full programme, would recover the total cost (direct, indirect and total overhead) including an adequate recurring investment in the organisation's infrastructure.

**Directly Incurred Costs:** costs that are explicitly identifiable as arising from the conduct of a project, are charged as the cash value actually spent and are supported by an audit record.

**Directly Allocated Costs:** the costs of resources used by a project that are shared by other activities. They are charged to projects on the basis of estimates rather than actual costs and do not represent actual costs on a project-by-project basis.

**Indirect Costs:** non-specific costs charged across all projects based on estimates that are not otherwise included as Directly Allocated Costs. They include the costs of the Research Organisation's administration such as personnel, finance, library and some departmental services.

**Exceptions:** Directly Incurred Costs that Joule Centre fund at 100% of fEC, subject to actual expenditure incurred, or items that are outside fEC.

**Principal Investigator:** the person to whom the research project is assigned. The Principal Investigator takes responsibility for the intellectual leadership of the research project and for the overall management of the research.

**Co-Investigator:** a person who assists the Principal Investigator in the management and leadership of a project.

**Research Grant:** a contribution to the costs of a stated research project which has been assessed as suitable for funding through the procedures established by the relevant Joule Centre. Research Grants provide a proportion of the full economic costs of a project.

**Research Organisation:** the organisation to which the research grant is awarded and which takes responsibility for the management of the research project and the accountability of funds provided.

**Transparent Approach to Costing (TRAC):** an agreed methodology used by universities and other higher education bodies for calculating full economic costs.

**Data Protection Regulations**

The Joule Centre will use information provided on the grant proposal form for processing the proposal, the award of any consequential grant, and for the payment, maintenance and review of the grant. This may include:

- Registration of proposals
- Operation of grants processing and management information systems
- Preparation of material for use by referees and peer review panels
- Administration, investigation and review of grant applications
- Statistical analysis in relation to the evaluation of research and the study of trends
- Policy and strategy studies.

To meet the Joule Centres obligations for public accountability and the dissemination of information, details of grants may also be made available on the Joule Centres' web site and other publicly available databases, and in reports, documents and mailing lists.

**Freedom of Information Act and Environmental Information Regulations**

Attention is drawn to the provisions of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations (EIRs). The Joule Centre has an obligation to respond to specific requests and may be required to disclose information about or provided by Research Organisations. In some cases the Joule Centre may consult the Research Organisation before disclosure, but it is under no obligation to do so. If a Research Organisation considers that any information it provides to a Joule Centre would be subject to an exemption under FOIA or the EIRs it should clearly mark the information as such and provide an explanation of why it considers the exemption applies and for how long. The Joule Centre will consider this explanation before disclosure, but it is not obliged to accept it as binding.

Where the Joule Centre determines that a Research Organisation is holding information on its behalf that it requires in order to comply with its obligations under FOIA or EIRs, the Research Organisation undertakes to provide access to such information as soon as reasonably practicable on request of the Joule Centre and in any event within 5 working days.

In some cases Research Organisations may be directly responsible for complying with FOIA and the EIRs; in such cases the Joule Centres accept no responsibility for any failure to comply by the Research Organisations.

**RG 1 Responsibilities of the Research Organisation**

- The Research Organisation must ensure that any part of the Full Economic Cost of the project not funded by the Joule Centre grant is committed to the project before it starts.
- The Research Organisation must ensure that Principal and Co-Investigators are made aware of their responsibilities and that they observe the terms and conditions of research grants.
- The Research Organisation must ensure that the research supported by the grant complies with all relevant legislation and Government regulation, including that introduced while work is in progress. This requirement includes approval or licence from any regulatory body that may be required before the research can commence.
- The Research Organisation is expected to adopt the principles, standards and good practice for the management of research staff set out in the 1996 Concordat for the Career Management of Contract Research Staff, and subsequent amendments. Research staff should be appointed on terms that are no less favourable than those of comparable posts in the Research Organisation.
- The Research Organisation must notify the Joule Centre of any change in its status, or that of any of the Investigators, that might affect the eligibility to hold a research grant.
- The Research Organisation must ensure proper financial management of research grants and accountability for the use of public funds.

- At all times during the carrying out of the research grant, the Research Organisation must ensure that it shall:
  - maintain or procure that there are maintained full and proper insurance policies including (but without prejudice to the generality of the foregoing) policies in respect of damage loss or destruction of any equipment, for in every case the full reinstatement or replacement costs thereof from time to time together with employer's liability insurance and public liability insurance to a minimum cover of such amount as is required by law from time to time (or such greater cover as may be required by the Joule Centre);
  - if requested, supply evidence of such insurance policies to the satisfaction of the Joule Centre before commencing the Project and at any time thereafter;
  - if any equipment forming part of the Grant or any materials or goods required to undertake such works are destroyed or damaged (other than as necessary as part of the carrying out of the Grant), procure the rebuilding, reinstatement or replacement of such building, work, goods or materials in accordance with the provisions of these Terms and Conditions as soon as reasonably practicable and if the insurance proceeds shall be insufficient the Research Organisation shall make up any deficiency out of its own monies;
  - not do or omit to do or permit anything to be done or omitted to be done which may render any policy or policies of insurance void or voidable;

## **RG 2 Research Governance**

It is the responsibility of the Research Organisation to ensure that the research is organised and undertaken within a framework of best practice that recognises the various factors that may influence or impact on a research project. Particular requirements are to ensure that all necessary permissions are obtained before the research begins, and that there is clarity of role and responsibility among the research team and with any collaborators. The Joule Centre expects research to be conducted in accordance with the highest standards of scientific integrity and research methodology.

## **Research Ethics**

The Research Organisation is responsible for ensuring that ethical issues relating to the research project are identified and brought to the attention of the relevant approval or regulatory body. Approval to undertake the research must be granted before any work requiring approval begins. Ethical issues should be interpreted broadly and may encompass, among other things, relevant codes of practice, the involvement of human participants, research that may result in damage to the environment and the use of sensitive economic, social or personal data.

## **Health and Safety**

The Research Organisation is responsible for ensuring that a safe working environment is provided for all individuals associated with a research project. Its approach and policy on health and safety matters must meet all regulatory and legislative requirements and be consistent with best practice recommended by the Health & Safety Executive. Appropriate care must be taken where researchers are working off-site. The Research Organisation must satisfy itself that all reasonable health and safety factors are addressed. The Joule Centre reserves the right to require the Research Organisation to undertake a safety risk assessment in individual cases where health and safety is an issue, and to monitor and audit the actual arrangements made.

## **Misconduct and Conflicts of Interest**

The Research Organisation is required to have in place procedures for governing good research practice. The Research Organisation must ensure that there are reliable systems and processes in place for the prevention of research misconduct e.g. plagiarism, falsification of data, together with well-defined and clearly-publicised arrangements for investigating and resolving allegations of misconduct. Where an allegation of misconduct arises in respect of a researcher supported by a research grant, the Joule Centre must be informed immediately and notified of the outcome of any investigation.

The Research Organisation must ensure that potential conflicts of interest in research are declared and subsequently managed.

### **RG 3 Use of Funds**

Subject to the following conditions, the Joule Centre shall provide funding to the amount stipulated in the research proposal. Grant funds may be used, without reference to the Joule Centre, in such a manner as to best carry out the research. Research grant funds are cash limited and the grant is made on the understanding that its value will not be increased. Research grant funds are provided for a specific research project. Under no circumstances may Directly Incurred and Exceptions funds be used to meet costs on any other project or activity.

Subject to the submission of the following documents by the Research Organisation, funds will be made available via payment profile instalments over the duration of the research grant providing:

- a properly completed starting certificate is received;
- a properly completed quarterly report summary is received;
- the expenditure (with supporting documentation) relates solely to Expenditure in relation to which the Research Organisation has not submitted any other claim to the Joule Centre;

The Joule Centre reserves the right to vary or withhold any or all of the payments of funding under this agreement and/or requires repayment of any or all funding already paid should the following events

- Payment of profile instalments shall be withheld if the quarterly summary report is not submitted in time. The report should be sent within 15 working days of the end of the standard quarter end dates (30 June, 30 Sept, 31 Dec & 31 March).
- the Joule Centre is not satisfied that the relevant part of the Research Grant including the works in relation to which the funding is being claimed has been satisfactorily undertaken:
- An Event of Default has occurred and is continuing

### **Repayment**

**If the Joule Centre shall determine that any expenditure previously defrayed, via a prior instalment, is not Expenditure or, if at any time, the Joule Centre has paid more than it is liable to pay under any provision of this Funding Guide, the Research Organisation shall forthwith, upon receipt of a demand in writing, pay to the Joule Centre the amount stipulated by the Joule Centre as having been overpaid.**

### **RG 4 Starting Procedures**

The start date of the grant, as shown on the starting certificate, shall be the date stipulated by the *Principal Investigator* in the grant acceptance letter. The start date shall be consistent with the date stipulated on the application form. The Joule Centre must receive the starting certificate within 15 working days of the start of the grant. Receipt of the starting certificate by the Joule Centre will activate the payment profile schedule.

In exceptional circumstances the start of research may be delayed by up to 3 months, provided that the *Research Organisation* has received the prior approval of the Joule Centre. However, the duration of the grant shall remain unchanged. The grant **will** lapse if it is not started within this period.

No expenditure shall be charged to the grant which has been incurred prior to the agreed start date.

### **RG 5 Changes in Research Project**

The Joule Centre must be consulted in the event of any major change in the proposed research, including failure to gain access to research facilities and services, or to gain ethical committee approval for the research, particularly those which make it unlikely that the objectives of the research can be achieved. If appropriate, revised proposals may be required. The Joule Centre

reserves the right to make a new grant in place of the existing grant, or to revise, retain or terminate the existing grant.

### **RG 6 Transfers of Funds between Fund Headings**

Transfers of funds between fund headings are permitted only within and between Directly Incurred costs and Exceptions and only in the individual yearly budgets as identified in the research proposal. Transfers will be at the rate applicable for the heading, as set out in the offer letter.

### **RG 7 Extensions**

After a research grant has started, the duration may be extended by a total of up to 3 months, subject to prior written approval. Extensions may cover breaks or delays in the appointment of staff, or other exceptional circumstances with the agreement of the Joule Centre. Requests, in writing, should be made as soon as the requirement is identified and confirmed when the period required is known. All requests for extensions must be made before the grant ends. All Joule Centre research grant awards must be completed prior to the 30<sup>th</sup> October 2010.

### **RG 8 Staff**

The Research Organisation must assume full responsibility for staff funded from the grant and, in consequence, accept all duties owed to and responsibilities for these staff, including, without limitation, their terms and conditions of employment and their training and supervision, arising from the employer/employee relationship.

The Research Organisation must provide research staff with a statement, at the outset of their employment, setting out the provisions for career management and development, including personal skills training, and ensure that they have access to appropriate training opportunities.

Research staff may undertake teaching and demonstrating work for up to 6 hours a week (pro rata for part-time staff) during normal working hours provided that this work is related to the research project to which they were appointed.

### **RG 9 Procurement of Equipment**

The procurement of equipment, consumables and services, including maintenance, must comply with all relevant national and EU legislation and the Research Organisation's own financial policy and procedures. Accepted procurement best practice in the higher education sector must be observed. For all equipment and services where the contract value is more than £25,000, excluding VAT, professionally qualified procurement staff must be consulted before the procurement process begins, and, where appropriate, at the market research stage, and must approve the order/contract before it is placed with a supplier.

All quotes for the purchase of equipment must include VAT (shown as a separate value in the total purchase cost)

### **RG 10 Ownership and Use of Equipment**

Equipment purchased from grant funds is primarily for use on the research project for which the research grant was awarded, and belongs to the Research Organisation. In certain circumstances the Joule Centre may wish to retain ownership throughout the period of the grant and possibly beyond. In such cases, the grant will be subject to an additional condition.

Principal Investigators are required to maintain a register of all equipment (including computers and accessories) purchased using Joule Centre funds. The register shall form part of the quarterly expenditure report.

The Joule Centre must be informed if, during the life of the research grant, the need for the equipment diminishes substantially or it is not used for the purpose for which it was funded. The Joule Centre reserves the right to determine the disposal of such equipment and to claim the proceeds of any sale.

Any proposal to transfer ownership of the equipment during the period of the grant is subject to prior approval by the Joule Centre. After the research has ended, the Research Organisation is

free to use the equipment without reference to the Joule Centre, but it is nevertheless expected to maintain it for research purposes as long as is practicable.

Where there is spare capacity in the use of the equipment, the Joule Centre expects this to be made available to other users. Priority should be given to research supported by the Joule Centre and to Joule Centre-funded students.

The total fEC charged to a project for the use of equipment must not include any element of depreciation for equipment purchased from Joule Centre funds.

### **RG 11 Transfer of a Grant**

The Research Organisation must notify the Joule Centre immediately it becomes aware that the Principal Investigator intends to transfer to another organisation. If this organisation is located in the Region (the Northwest of England), is eligible to hold research grants and is able to provide a suitable environment to enable the project to be completed the expectation is that the grant would be transferred with the investigator.

If the Principal Investigator is transferring to an organisation that is not located in the Region then the Research Organisation shall use reasonable endeavours to secure a suitable replacement. If no suitable replacement can be agreed with the Joule Centre then the grant may be transferred to the Principal Investigator's new organisation, provided that it is eligible to hold research grants, is able to provide a suitable environment to enable the project to be completed and that the benefits to the Region are not compromised.

For any proposed transfer the Joule Centre requires the written agreement from both the transferring and receiving organisation. Prior to the transfer of funds by the Joule Centre to the receiving organisation the transferring organisation must submit an expenditure statement, for the duration of the grant, no later than one month after the agreed transfer date.

The Joule Centre will wish to be assured that satisfactory arrangements have been agreed that will enable the project to be undertaken, or to continue, in accordance with its research objectives. If suitable arrangements cannot be agreed, the Joule Centre will consider withdrawing its support or terminating the grant.

Where there is a basis for continuing involvement by the relinquishing organisation, agreement should be reached between both organisations on the apportionment of work and the distribution of related funding.

Research Grants will not be re-costed following transfer. The unspent balance of Directly Incurred and Exceptions, together with a pro rata share of Directly Allocated and Indirect costs, will be transferred to the new Research Organisation. The receiving organisation will be required to confirm, by return of a starting certificate, that it will provide any balance of resources needed to complete the project.

### **RG 12 Change of Principal Investigator**

The Research Organisation must consult the Joule Centre if it is proposed to change the Principal Investigator, for example, following retirement or resignation. Where the Principal Investigator is transferring to another organisation eligible to hold a research grant, the provisions of RG 11 will apply. In other circumstances, the Research Organisation may nominate a replacement Principal Investigator. The Joule Centre will wish to be assured that the replacement meets the eligibility criteria for Principal Investigators and has the expertise and experience to lead the project to a successful conclusion, in accordance with its research objectives.

### **RG 13 Annual Statement**

Upon receipt of a written request by the Joule Centre the Research Organisation shall submit a certified statement that details the payments made by the Joule Centre during the previous financial year for all research grants it holds. The statement will also confirm that the expenditure incurred has been in accordance with the grant conditions and that those grants shown as current are continuing. No further payments will be made by the Joule Centre until the certified statement has been received and accepted.

**RG 14 Expenditure Statements**

The Principle Investigator must complete a progress report every three months outlining the expenditure incurred during the previous quarter. This will be used to reconcile expenditure against the profile payments schedule.

The Research Organisation must complete and return an expenditure statement within three months of the end date of a research grant. Once an expenditure statement has been received and the expenditure incurred has been reconciled against payments made, it will be considered as final.

Expenditure shown in the Directly Incurred and Exceptions headings must show the actual expenditure incurred by the project. Settlement by the Joule Centre will reflect the proportion of FEC stated in the award letter applied to actual expenditure, within the cash limit.

For the Directly Allocated and Indirect Costs headings, the Joule Centre will pay the amount shown as spent, within the cash limit, provided that the grant ran its full course. Where a grant is terminated more than 6 months before the planned end date, a pro rata share will be paid. Where a grant terminates within 6 months of the planned end date, Estates and Indirect Costs will be paid in full, but Investigators' costs and Other Directly Allocated Costs will be paid pro rata.

The Joule Centre reserves the right to require the Research Organisation to complete and submit a statement of expenditure at any time during the course of a research grant, or to provide supplementary information in support of an interim or final expenditure statement.

**RG 15 Inspection**

The Joule Centre reserves the right to have reasonable access to inspect the records and financial procedures associated with research grants or to appoint any other body or individual for the purpose of such inspection.

The Research Organisation must, if required by the Joule Centre, provide a statement of account for the grant, independently examined by an auditor who is a member of a recognised professional body, certifying that the expenditure has been incurred in accordance with the research grant terms and conditions.

The Joule Centre may undertake periodic reviews of Research to seek assurance that research grants are managed in accordance with the terms and conditions under which they are awarded.

**RG 16 Final Report**

A report on the conduct and outcome of the project must be submitted by the Research Organisation within three months of the end of the research grant (announced Grant End Date), on the form provided. No further application from a Principal Investigator will be considered while a final report is overdue.

If there are exceptional reasons that will prevent submission of the final report within the period allowed, a written request may be made, before the due date passes, for the submission period to be extended.

**RG 17 Sanctions****EVENTS OF DEFAULT, REMEDIES AND TERMINATION**

An Event of Default occurs where:

- the Start Date has not occurred within three months of the date stipulated on the Starting Certificate (time being of the essence) or such extended period (if any) as the Joule Centre may in its absolute discretion allow (in each case time being of the essence);
- the Completion Date has not been achieved by the end of the Research Grant (time being of the essence) or the Joule Centre determines that proper progress in carrying out the Grant or any part thereof is not being maintained so as to enable the Completion Date to occur by the end of the Research Grant;
- the Joule Centre is not satisfied that the Grant or any part thereof have been carried out in a good and workmanlike manner or in accordance with the Consents or otherwise in compliance with all relevant legislation;

- the Principal Investigator fails to perform or observe or is in breach of any obligation or restriction on its part contained in or implied by these Terms and Conditions;
- any Consent is withdrawn or revoked or expires or is modified or made subject to any condition which in the Joule Centre's opinion may materially or adversely affect the Research Organisation's ability to perform and observe its obligations under these Terms and Conditions;
- the Research Organisation ceases or threatens to cease to carry on the whole or a substantial part of its research grant; or
- the Joule Centre is of the opinion that, taking into account the funding to be provided under these Terms and Conditions, the Research Organisation no longer has the necessary resources and funding to complete the Research Grant; or
- the Research Organisation is convicted (or any officers or representatives of the Research Organisation are convicted) of a criminal offence related to the business or professional conduct of the Research Organisation; or
- the Research Organisation commits (or any officers or representatives of the Research Organisation commit) an act of which in the opinion of the Joule Centre constitutes serious misconduct in the course of the business of the Research Organisation; or
- the Research Organisation is in the opinion of the Joule Centre in material default under any other agreement with the Joule Centre and such default has not been remedied to the satisfaction of the Joule Centre;

Where an Event of Default has occurred the Joule Centre may by notice in writing to the Research Organisation:

- suspend the payment of funding under these Terms and Conditions for such period as the Joule Centre shall determine;
- vary the value of the grant, in which case the payment of funding shall thereafter be made in accordance with the variation notified to the Research Organisation;
- terminate the Grant whereupon the Joule Centre shall cease to be under any obligation to provide any further funding to the Research Organisation under these Terms and Conditions and (in addition) the Joule Centre may require the Research Organisation to repay the whole or any part of the funding previously paid to the Research Organisation which the Joule Centre in its absolute discretion has determined has not been properly spent in completing all or part of the Grant and the Research Organisation agrees that upon receipt of notice requiring repayment it shall repay the sums required within 28 days of receipt of such notice.

Provided always that:

- if the Joule Centre suspends the payment of funding by reason only of the occurrence of an Event of Default, which is, in the opinion of the Joule Centre capable of remedy. The Research Organisation shall, after notice in writing from the Joule Centre, remedy the relevant breach to the satisfaction of the Joule Centre within such period as determine to be reasonable (as specified in the notice or such extended period as the Joule Centre may thereafter determine in its discretion) the Joule Centre shall not (subject to the other provisions of these Terms and Conditions) continue such suspension after the Research Organisation has remedied the relevant breach within such period specified by the Joule Centre as aforesaid;
- the Joule Centre shall not by reason only of the occurrence of an Event of Default, which is, in the opinion of the Joule Centre, capable of remedy, exercise its rights to vary the sum or terminate the grant, unless the Joule Centre has first given notice in writing to the Research Organisation, requiring the relevant breach to be remedied within such period as determined to be reasonable (as specified in the notice or such extended period as the Joule Centre may thereafter determine in its discretion) and the Research Organisation has failed to remedy the said breach to the satisfaction of the Joule Centre within the said period;

- unless the Joule Centre shall otherwise determine, the provisions of the aforementioned two points shall not apply where the Joule Centre has prior to the occurrence of an Event of Default had occasion to give notice on the occurrence of a previous Event of Default to the Applicant;
- the exercise by the Joule Centre of its rights under RG-17 shall be without prejudice to any other right of action or remedy of the Joule Centre in respect of any breach by the Research Organisation of the provisions of these Terms and Conditions.

If the final report or the final expenditure statement is not received within the period allowed (as indicated in RG16), the Joule Centre may recover 20% of expenditure incurred on the grant. All payments may be recovered if the report or statement is not received within 6 months of the end of the grant.

### **RG 18 Public Engagement**

It is the responsibility of the Research Organisation and the Principal and Co-Investigators to actively communicate the research to the public at both local and national level, and to raise awareness of the role of science and research in any related issues of public interest.

### **RG 19 Commercial Exploitation**

Unless stated otherwise, the ownership of intellectual property, and responsibility for its exploitation, rests with the Research Organisation. The Joule Centre may, in individual cases, reserve the right to retain ownership of intellectual property and to arrange for it to be exploited for the national benefit and that of the Research Organisation involved. This right, if exercised, will be set out in an additional condition.

It is the responsibility of the Research Organisation, and all engaged in the research, to make every effort to ensure that any potentially valuable results obtained in the course of the research are exploited, and that there is a suitable return to the Research Organisation and the researchers from any such exploitation. The Research Organisation must ensure that all those associated with the research are aware of, and accept, the arrangements for exploitation.

Collaborative arrangements are expected to be put on a formal basis through an agreement covering the contributions and rights of the organisations and individuals concerning exploitation. Such agreements must be in place before the research begins. The terms of collaboration agreements must not conflict with the Joule Centres' terms and conditions of research grants.

### **RG 20 Research Monitoring and Evaluation**

While it is the responsibility of the Research Organisation to manage the research, the Joule Centre reserves the right to call for periodic information on progress or to visit the project team. The Principal Investigator may also be asked to attend meetings to exchange information and ideas with others undertaking research in the same or similar fields.

The Principal Investigator must make all reasonable efforts, if so invited, to attend events or activities organised by the Joule Centre concerning the research undertaken. Such events may be held after a grant has finished.

### **RG 21 Publication and Acknowledgement of Support**

The Principal Investigator should, subject to the procedures laid down by the Research Organisation, publish the results of the research in accordance with normal academic practice. Publications and other forms of media communication, including media appearances, press releases and conferences, must acknowledge the support received from the Joule Centre, quoting the grant reference number.

### **RG 22 Disclaimer**

The Joule Centre accepts no liability, financial or otherwise, for expenditure or liability arising from the research funded by the research grant, except as set out in these terms and conditions, or otherwise agreed in writing.

The Joule Centre reserves the right to terminate the grant at any time, subject to reasonable notice and to any payment that may be necessary to cover outstanding and unavoidable commitments.

If a grant is terminated, no liability for payment or redundancy or any other compensatory payment for the dismissal of staff funded by the grant will be accepted, but, subject to the provisions of RG 14, negotiations will be held with regard to other contractual commitments and concerning the disposal of assets acquired under the research grant.

**RG 23 Status**

These terms and conditions will be governed by the laws of England and Wales; all matters relating to the terms and conditions will be subject to the exclusive jurisdiction of the courts of England and Wales.

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

These terms and conditions, together with any additional conditions set out in the grant, contain the whole agreement between the Joule Centre and the Research Organisation in relation to the stated research grant. The Joule Centre and the Research Organisation do not intend that any of these terms and conditions should be enforceable by any third party.

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# Appendix I

## Advice on Writing Proposals

To apply for funding, you need to fill in an application form and prepare a case for support, a self-contained description of the project you are proposing.

The case for support should have 2 parts. Part 1 covers previous track record (maximum 2 sides of A4). Part 2 consists of a description of the proposed research and its context (maximum 6 sides of A4) and a diagrammatic workplan (maximum 1 side of A4). Font size 10 is the minimum font that is acceptable.

More detailed information about what to include in a case for support is available in appendix II.

If your case for support exceeds the page limit, or doesn't adhere to the specified format, your proposal will not be considered. More specific instructions for the format of the case for support may be given in certain funding opportunities and calls for proposals.

## Writing a Good Case for Support

The case for support is your opportunity to convince your peers of why your proposed research should be funded.

- A good case is clear, concise and not cluttered with technical jargon.
- Where possible, say how your research project fits within the Joule Centre vision and Selection Criteria.
- What is exciting about the research? Try to convey this to your audience, in particular the referees. You need to convince these experts in your own research field about the value of your project.
- Provide a convincing case for the originality of your proposal and describe your objectives clearly and succinctly. Proposals are not rejected just because others are doing similar work. But if you don't describe the novelty of your approach and the likelihood of success when compared with others, the value of your proposal may be questioned.
- It's best not to leave it to the Joule Centre or your peers to ask the questions. Show that you have thought the proposal through and explain how it will succeed. Potential applications might be obvious to you but tell us what they are so we are left in no doubt.

## Choosing Referees

We will approach at least one of the referees that you nominate. Please suggest people who are experts in the research field and/or able to judge the value of the research to people who might use its results. It is important that we avoid any conflicts between personal interests and the Joule Centre interests. You should not suggest referees that you have had a close working relationship with in the past (for example, your PhD supervisor), current or proposed project partners, anyone from your own organisation, or anyone with financial or personal connections with the organisations involved in the proposal. Please avoid suggesting more than one referee from the same organisation.

## Talk to Us

The Joule Centre Director is happy to discuss proposals before their submission. We particularly encourage discussion of proposals with a complex management structure, those involving large consortia, or those consisting of more than one research theme.

## Appendix II

### What to Include in a Case for Support

#### The case for support should have 2 parts:

- Previous track record
- Description of the proposed research and its context, together with a diagrammatic workplan

#### References, images and annexes:

- Lists of references should be included in the 6 page limit and should not be submitted as additional documents or as an annex.
- Illustrations should be included in the 6 page limit.
- CVs should be submitted for named staff or visiting researchers only (maximum 2 sides of A4) and submitted as an annex.
- Quotes should be provided for all equipment items over £25,000 (including VAT) and should be submitted as an annex (no page limit).
- Letters of support should be submitted as an annex (no page limit).

#### Part 1: Previous research track record (maximum 2 sides of A4), which should:

- Provide a summary of the results and conclusions of recent work in the technological/scientific area which is covered by the research proposal. Include reference to all research funded work. Details of relevant past collaborative work with industry and/or with other beneficiaries should be given.
- Indicate where the applicant's previous work has contributed to the UK's competitiveness or to improving the quality of life.
- Outline the specific expertise available for the research at the host organisation and that of any associated organisations and beneficiaries.
- Provide a CV for each named Visiting Researcher, and include details of previous visits or collaborations with overseas scientists/engineers.

#### Part 2: A description of the proposed research and its context (maximum 6 sides of A4) together with a **diagrammatic workplan**, for example a Gantt chart (maximum 1 side of A4). The description should include the following sections:

##### Background

- Introduce the topic of research and explain its academic and industrial context.
- Demonstrate a knowledge and understanding of past and current work in the subject area both in the UK and abroad.

##### Programme and Methodology

- Identify the overall aims of the project and the individual measurable objectives against which you would wish the outcome of the work to be assessed.
- Detail the methodology to be used in pursuit of the research and justify this choice.
- Where relevant, describe the specific expertise provided by a Visiting Researcher. If more than one Visiting Researcher is proposed, reasons for selecting each should be given.
- Explain why the proposed project is of sufficient timeliness and novelty to warrant consideration for funding.
- Describe the programme of work, indicating the research to be undertaken and the milestones that can be used to measure its progress. The detail should be sufficient to

indicate the programme of work for each member of the research team. Explain how the project will be managed.

- Illustrate the plan with a simple diagrammatic workplan, e.g. PERT or Gantt chart

### **Relevance to Beneficiaries**

- Identify the potential impact of the proposed work will have in the Northwest.
- Show who is likely to benefit from the proposed research. If the benefits do not directly relate to wealth creation and/or to improving the quality of life, give details of other beneficiaries and explain their importance; other research workers are legitimate beneficiaries.
- Indicate any collaboration with beneficiaries and explain their role in the project.

### **Dissemination and Exploitation**

- Indicate the proposed dissemination and technology transfer routes and explain how the transfer of knowledge will take place to both beneficiaries and the general public.
- Identify the mechanisms in place for identification, protection and subsequent exploitation of any exploitable results which may arise from the research (including details of any specific collaborative agreement, where relevant).

### **Justification of Resources**

- The resources requested in your research proposal must be fully justified.
- All of the Directly Incurred elements of your proposal must be justified, including the effort and cost of all Research Assistants (even where they are named as a Co-Investigator).
- The effort, but not the cost, of the Principal Investigator and any Co-Investigators (excluding Research Assistants named as Co-Investigators) must be justified.
- Items under the Other Directly Allocated fund heading must be justified.
- The Estates and Indirect Cost elements of the proposal do not need to be justified.
- Where you do not provide explanation for an item that requires justification, it will be cut from any award made.

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