

Professional network funding award terms & conditions

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Introduction

It is the responsibility of the project lead and CSP professional network to ensure that all persons involved within the funded project comply with the grant contract.

All grants awarded by the CSP are subject to the standard terms and conditions that apply at the time that the grant is awarded and to any subsequent amendments to them. CSP reserves the right to amend any prevailing terms and conditions, and special conditions in the grant award letter for grants from time to time. CSP may also impose new conditions on any grant if the circumstances change. The professional network and project lead will be informed of any change and issued with the revisions, or directed to an electronic version on the CSP website.

CSP reserves the right to withhold, suspend or terminate funding if any of the terms of the grant contract are not met.

Responsibilities of professional network and disclosures of Information

General

The funding made available by CSP must be applied exclusively for the purposes approved in support of the project for which it has been awarded. All terms of the grant contract must be met.

If there is a change in the status of the professional network or project lead, CSP must be informed by the professional network and project lead (as applicable) as soon as possible.

The professional network and project lead shall ensure that work is undertaken in an adequate and proper way and there is appropriate training and supervision of those involved in the project.

Ethical and legal requirements

The professional network is responsible for the management, monitoring and control of the project, together with any insurance or indemnity required. The professional network must ensure that all ethical, regulatory and legal requirements relating to the project are met. CSP may require documentary evidence to confirm that such requirements have been met.

Fraud and misconduct

The professional network must have in place effective procedures to minimise the possibility for fraud and misconduct and must investigate any allegations promptly and vigorously. Evidence of the procedure for dealing with fraud and misconduct must be made available to CSP on request. If a case of fraud or misconduct is suspected in the course of the project then the CSP must be notified immediately and informed immediately of the outcome of any investigation. CSP is entitled to suspend or terminate the grant immediately if it is dissatisfied with the investigation or if fraud or misconduct is adjudicated as a result of the investigation.

Audit

At the request of CSP the professional network and/or its external auditors shall provide written confirmation that the grant has been used for the purpose it was awarded and that costs incurred meet the terms of the grant contract.

Liability

CSP accepts no responsibility for costs or liabilities incurred in connection with the project other than those specifically set out in the grant award letter and in these terms and conditions.

CSP cannot be responsible for liabilities arising out of the acts or omissions of the professional network, the project lead or others involved in the project or other work funded by a CSP award. The professional network indemnifies CSP against any costs, claims or liabilities suffered or incurred by CSP arising from any negligent act or omission by the professional network or the project lead arising out of or in connection with the project or other work.

Nothing in the grant contract excludes or limits CSP's liability for fraud or personal injury or death arising from its negligence.

Freedom of Information Act

CSP acknowledges that the professional network may be subject to the Freedom of Information Act 2000 (FOIA) and that (if so) the professional network is responsible for determining whether any information is to be disclosed in response to a third party request for information made under the FOIA. However, the professional network will consult CSP and take its views into account should any request for information be made with respect to information produced in the course of the project or otherwise relating to the grant.

The professional network shall ensure that:

- Any relationship between the professional network, funded project lead and commercial organisations shall be appropriate and not unduly benefit the commercial organisation or influence the project; and
- Any form of remuneration by a company or other organisation for consultancy shall be made only for the provision of advice and the exchange of ideas and shall not enable the organisation to gain inappropriate access to any intellectual property created or acquired in connection with the project.

Confidentiality and Conflict of Interest

The professional network shall inform CSP of any consultancies, directorships or other commercial relationships with other entities which may give rise to a conflict of interest or otherwise be relevant to the funded project.

Applications will be subjected to peer review in line with CSP current policies. It is the responsibility of the project lead and professional network to notify any commercial collaborators of the application and obtain their agreement for the disclosure of confidential information.

Award of grant

Grant offer and acceptance of the award

- CSP reserves the right to withdraw an award offer at any time before the award undertakings form has been fully signed and returned to CSP.
- Once an application for financial support has been approved a grant will only be awarded when the panel is satisfied that all the necessary objectives of the project will be met, including any conditions required by the panel.

- Awards are made via a grant award letter (see appendix 1) and are subject to the terms of the grant contract (as may be varied).
- The award undertakings form (see appendix 2) must be signed and returned to the networks engagement officer (pnenquiries@csp.org.uk) to formally activate the grant.
- If it is subsequently discovered that in the application relevant to the award, material information was withheld or was misleading, CSP may terminate the grant and/or recover any amounts paid as it reasonably considers appropriate in the circumstances
- CSP takes no responsibility for expenditure incurred before the award is activated but will provide funding to the professional network in line with the grant award letter once the award has been formally activated.

VAT

It is not expected that grants and awards will be interpreted by HM Revenue and Customs as being a taxable supply for VAT purposes. However, for avoidance of doubt, all amounts specified to be covered by grants and awards are stated inclusive of any VAT that may be payable. If any grant award is found to be a supply on which VAT is due, CSP will consult the professional network over cost implications.

Availability of Funds

Once a grant has been awarded by CSP, financial support will be provided for the stated period subject to availability of the necessary funds. A lack of funds would entitle CSP to terminate the grant contract.

Suspension or Termination of a grant

CSP reserves the right to suspend or terminate a grant at any time and for any reason. As far as reasonably practicable, CSP shall endeavour to give not less than 60 days written notice but for what CSP reasonably considers to be a serious breach, CSP reserves the right to give a shorter notice period. Serious breaches may include (but are not limited to):

- any of the grant has been used otherwise than for the project in the way agreed by the parties;
- any information provided to CSP turns out to be fraudulent, materially inaccurate or misleading;
- (in the reasonable opinion of CSP) the reputation of CSP has or could be brought into disrepute;
- The professional network or the project lead is in material breach of the grant contract and (if capable of remedy) the party at fault fails to remedy the breach within 30 days of a written request to do so.

Where this happens and the termination is not for any fault or breach by the project lead or the professional network, CSP will reimburse the professional network for those eligible costs properly incurred under the award up to the effective date of termination.

In the event of early termination, the professional network shall promptly return to CSP any part of the grant already paid to it that has not been allocated as at the date of termination.

On termination of the grant or grant contract by CSP, CSP shall not be obliged to reimburse to the professional network any redundancy or other liabilities arising out of the termination of employment or contracts it incurs as result of termination of the grant.

Temporary suspension of a grant, at the request of the project lead, will only be agreed in exceptional circumstances and then there must be no increased financial implications for CSP.

Termination of the grant contract shall not affect the continuance of any of its provisions expressly or implicitly surviving termination.

Divergence from original aims of the award, early discontinuance of project, and personnel changes

Any plans to significantly change the direction from the aims outlined in the original grant application will require the prior written agreement of CSP.

In the event of the project being discontinued before the date of the expiry of the grant, CSP must be notified immediately in writing. CSP will not be responsible for any costs incurred after the project has been discontinued except by specific written agreement.

The project lead shall notify the panel of any changes to the personnel or project team at the earliest opportunity.

Transfer of a project lead or a grant

If the project lead leaves the professional network during the period of the grant but the professional network believes the work can be satisfactorily continued with an alternative lead, written permission must be obtained from CSP before any changes are implemented. If permission is given, the professional network must ensure that one of its employees, whose work is funded by the grant, agrees to be bound by the grant contract as if originally named as the project lead (to the extent obligations remain to be performed by the project lead). If permission for any changes is not given by CSP or it is not possible to agree suitable arrangements for the continuation of the work as originally envisaged, CSP may terminate the grant.

The grant may not transfer with the project lead if they move to another institution during the grant period without the prior written agreement of CSP.

Recruitment

Where support is provided for the employment of staff under a grant, CSP does not act as the employer. The professional network is responsible and liable for recruitment, the issue of contracts in accordance with the relevant law and all duties and responsibilities of an employer. CSP will not be responsible for any claims under statute or at common law in respect of such staff, nor will it indemnify the professional network against any claim for redundancy, dismissal, discrimination, compensation or otherwise for which the professional network as the employer may be liable.

CSP will not be responsible for any staff related costs supported by a grant that existed before or extend beyond the defined grant period and will not be liable for or meet any staff related claims or costs (such as unfair or constructive dismissal, redundancy or employment termination costs) as a result of termination of the grant or otherwise.

Equipment

Ownership

Unless otherwise notified by CSP, equipment purchased with CSP funds belongs to the professional network. However, during the life of the grant this must be used primarily for the approved project.

All responsibility for any equipment belonging to a professional network lies with the network including where the equipment is stored, training for use of equipment and who has access to equipment.

Liability

CSP is not liable for injury caused or deemed to be caused by the use or misuse of any equipment funded under a grant and is not liable for any equipment related costs (such as installation, maintenance or insurance) unless expressly detailed in the grant award letter.

If any equipment funded under the grant is lost, damaged, becomes incapable of operating for its intended purpose or destroyed during the life of the grant, the professional network will be required to repair or replace it at its cost.

Payments and use of award

Payments & Claims

At the commencement of the award CSP requires that:

- where conditions of award have been specified, the conditions have been met to the satisfaction of the panel
- the proposed start date in the grant award letter is 1 January of the following year except where specific dispensation has been granted by the panel
- if an award is not activated within 4 months of proposed start date in the grant award letter, CSP may withdraw the award and terminate the grant contract.

During the award, CSP requires that:

- invoices are submitted on a quarterly basis in arrears, providing full details of expenditure(s) under the headings and breakdown of costs set out in the grant award letter. CSP shall not be responsible for any delay in payment caused by incomplete or illegible invoices and associated documents. If there is any inconsistency between the narrative update provided in reports and the invoice the CSP will ask for additional detail or evidence before any invoices are approved.
- full and accurate accounts shall be kept and retained in accordance with the professional network's records retention policy or, if there is no policy, then for at least two years after the end of the financial year in which the last payment was made.
- the final invoice covers all outstanding expenditure for which reimbursement may be claimed. Provided that all previous valid claims have been duly paid, on due payment of the final claim by CSP, all amounts due for payment shall be deemed to have been paid and CSP shall have no further liability to make further payment of any kind.

- The final payment will be made once the panel has confirmed receipt of a satisfactory final report. The outstanding funds will not be released, should the project lead fail to submit a satisfactory final report following two re-submission requests from the CSP.

CSP may on reasonable notice during normal business hours, both during and after the grant period, inspect either itself or by its authorised representatives the records of the professional network relating to the grant, and the project and the expenditure incurred on the project, and any equipment or facilities funded by the grant, and take copies at CSP's expense.

Reviews, Reports & Evaluation

Quarterly Reports

The project lead of the award must **submit a quarterly progress report to the panel for review by 31 March, 31 July, 31 October and 1 December**. If the project has run for less than 12 months, or at the request of the panel, an interim report should be submitted instead. Further payments of the award will only be made if the panel considers satisfactory progress has been made, to an appropriate standard and in compliance with the terms and conditions of the grant contract. The report should include an update on work completed so far and whether or not there has been any obstacles that may hinder the project or deviate from the project application originally submitted.

Final Report

The project lead must complete a final report in a format prescribed by CSP, on completion of the project, for review by the panel 2 months following completion i.e. 28 February. This is to ensure that the project is of satisfactory quality.

Final reports will be made publicly available via the CSP website on the professional network funding pages. The final report should include a summary of the project, outcomes, and links to any resources that have been produced or further information

Financial Report

The project lead must submit a detailed financial report with their final report for review by the panel. This should include overall summary of expenditure.

Failure to comply with reporting requirements will result in concurrent and subsequent applications to CSP by the project lead and/or the professional network being rejected.

Evaluation

CSP undertakes work to measure, track and demonstrate the impact and public benefit of the awards it funds. The project lead may be asked by the panel following assessment of these reports to provide information on the impact of the project, both during and up to a period of 3 years after the project has been completed.

Dissemination of outcomes

Publication

CSP is obliged to ensure that the outcomes of the project it funds, are used and disseminated so that they directly contribute to the advancement and development of physiotherapy, practice and service delivery, and the development of a culture of evidence based practice within physiotherapy. Where applicable professional networks are encouraged to submit their work for publication within 6 months after closure of the project.

Publication of project outputs

Acknowledgement of support

The Project lead must acknowledge that work has been supported wholly or in part by CSP. The following standard format is suggested for inclusion in the acknowledgement section of any work.

“This work was supported by a grant from the Chartered Society of Physiotherapy professional network funding awards”

Publicity

It is important that opportunities to promote CSP are fully exploited.

When speaking publicly about a project and particularly when speaking to a representative of the media, the project lead should ensure wherever possible that they are recognised as being funded by CSP.

The above does not permit a CSP funded individual or group to act as a spokesperson for CSP or the CSP. Representatives of the media might not always be aware of this difference and speakers are asked to take care that their views are not understood to be those of CSP or CSP. Requests for statements from CSP should be directed to the networks engagement officer.

To increase the awareness of CSP funded projects, a list of awards will be published on the CSP professional network webpages on the CSP's own website and within the CSP member magazine where appropriate.