



Terms and conditions: ELDP Individual Postdoctoral Fellowship

1. The award-holder (grantee) and the host institution are required to comply with the terms and conditions set out in this document. All grants are awarded to the host institution, not to the grantee.
2. The grantee and the host institution are invited to read the terms and conditions carefully. They should sign and return the acceptance form (Annex C) only if they are prepared to adhere to these terms and conditions. Please note that in the event these terms and conditions are not met, ELDP reserves the right to suspend and/or terminate the award.
3. The host institution is responsible for the practical and financial administration of the award. The host institution is expected to provide those facilities required for the documentation project which do not form part of ELDP's contribution. Both the grantee and the host institution are responsible for the ethical conduct of the project.

The Award

4. ELDP will notify the grantee of the total amount of the grant. This amount will be fixed for the duration of the project and will not normally be subject to supplementation.

Payments and liabilities

5. Payments will be made directly to the host institution annually in advance in UK Pounds (GBP).
6. The first instalment is payable either on the project's start date (1 June 2016) or as soon as the executed contract is received by ELDP, whichever is later. The grantee is requested to inform ELDP immediately of any delay in the project's start. The grantee is requested to inform ELDP immediately of any delay in the project's start.
7. Subsequent payments are made when the report and deposit from the previous year are approved by ELDP.
8. The host must cover the project's expenses in the period between report submission and the next payment being made.



9. In the final year ELDP will retain 10% or £1,000 of the grant (whichever is higher). The retained funds will be paid only when the final progress report and deposit have been submitted and approved by ELDP (see 'Reporting requirements').
10. During the final year the host must make the full budget available to the grantee. This is the amount detailed in Annex A, Budget rather than the amount that is received at the start of the final year.
11. In the event that the funds awarded are not used in full, ELDP will reclaim the outstanding balance.

Liabilities

12. ELDP accepts no responsibility, financial or otherwise, for:
 - a. Expenditure or liabilities arising out of the documentation project it funds, other than those specifically covered by the conditions of the award and which have been incurred during the period it covers.
 - b. Any commitment incurred before the award is formally announced.
 - c. Any expenditure in excess of the approved award.
 - d. Any redundancy, severance or compensation payments, for which the institution may become liable as an employer.
 - e. Maternity pay and sickness pay.
 - f. Any overheads or other ineligible costs as described in the guidance notes.
13. Neither Party may limit its liability for personal injury or death caused by negligence, fraud or fraudulent representation.
 - a. Notwithstanding the above, ELDP does not accept any liability to the grantee or to any third Party for any costs, claims, damage or losses however they are incurred.
 - b. The grantee agrees to indemnify the ELDP for any costs, claims, damage or losses which arise as a result of negligence by the grantee or out of any breach by the grantee of any terms of this Letter Agreement.



Start Dates

14. Once an award has been announced, grantees are required to make every effort to start the project on the date indicated in the approved application. However it is recognised that this is not always possible. ELDP should be notified at the earliest opportunity of any likely delay and, once the project period has commenced, given confirmation as to the actual start date.
15. All projects must commence within 12 months of the award announcement.

Changes to the project

16. The grantee may encounter circumstances that require the programme of work to be modified. In such cases, prior written approval must be obtained from ELDP, and a revised programme of work submitted.

Transfers

17. ELDP normally allows transfers of up to £1,000 per annum between most of the non-salary budget items (excluding salaries and student stipends) without its prior approval. For all transfers in excess of £1,000 per annum, prior written approval must be obtained from ELDP. ELDP will not permit transfers to cover the cost of items/activities which it has previously declined to support.
18. Transfers into or out of salary items will only be considered in exceptional circumstances. In all cases (regardless of the level of funds involved) prior written approval must be obtained from ELDP.
19. In all cases, the grantee must ensure that these transferred funds are employed both effectively and economically and are used for admissible items only. Overall the grantee must ensure that the prime objectives of the documentation project are not put at risk.
20. The grantee is required to send details of all transfers to ELDP and also address both the reasons for the change and the overall impact on the project in the progress report(s). Please note that transfers to purchase equipment may not normally be made in the final six months of an award
21. ELDP reserves the right to restrict or amend a grantee's right to make financial transfers as it considers appropriate.



Appointment of Researchers/Replacement Lecturers

22. Appointments should not be confirmed, and payments not commence, until ELDP has been sent CVs and the proposed starting salaries (in GBP), and approved the appointments. Such details should normally be included in the original application, and therefore approved at the time of award. If this is not the case, approval must be sought from ELDP. The foregoing also applies to replacement lecturers.
23. Replacement lecturers may be recruited without further reference to ELDP

Equipment

24. Purchase of equipment for specific use in the field is permitted by ELDP. It is assumed that unless stated otherwise, all such equipment belongs to the host institution from the date of purchase for the duration of the grant. At the completion of the project, subject to local tax laws, the grantee, with the agreement of the host institution, may choose to contribute the equipment to the community whose language has been documented. If this is not done, the equipment will remain the property of the host institution.
25. Any proposal to transfer ownership of the equipment during the lifetime of the award must be referred to ELDP for approval.
26. In the final report the grantee is required to provide a list of all equipment which has been purchased and indicate where it is located, and who has custody over it.

Training

27. Grantees are required to attend an ELDP training course where a training need has been identified in assessment of your application. The costs of this will be met directly by ELDP. In exceptional circumstances, an alternative member of the project team may attend either in place of, or in addition to, the grantee. Any such requests must be made in writing to ELDP

Transfer of Awards

28. Transfer of the award to another host institution requires the prior written approval of ELDP. If circumstances arise that require this, the grantee is asked to notify ELDP as soon as possible. An outline as to the degree of transfer, with particular focus on the arrangements for any project employees, must be provided. All such requests must be supported by written agreements from the current and proposed host institutions. Any additional costs arising from a transfer will not be covered by ELDP.



Extensions to Awards

29. Extensions to awards will not normally be granted. In exceptional circumstances, requests to extend the duration of the award by no more than six months, without additional funding, may be considered. In all cases, prior written consent from ELDP for the extension must be secured at least three months before the original end date.

Accounting

30. The relevant books, records and financial procedures of the host institution shall be open to inspection by ELDP or any other body or individual engaged by ELDP for the purposes of such an inspection.
31. The host institution will, if requested, provide accounts for the award to be examined by a qualified auditor, to certify that the expenditure of the grant has been in accordance with the agreed terms and conditions.
32. ELDP accounting is done in UK pounds (GBP). The budget is set in UK pounds (GBP) and payments are made in UK pounds (GBP) according to the budget. Where the host institution uses another currency the project expenditure should be reported in GBP using the currency conversion rate on the date of transfer. For multi-year projects each year should be calculated separately and added up in the final report.

Right to Terminate

33. ELDP reserves the right to:
 - a. Revise or amend at any time the conditions of the award.
 - b. To suspend or terminate the award at any time.
34. In reserving these rights, ELDP will, where possible, seek to ensure that in the event of changes or termination, reasonable notice is given to the host institution and grantee. In appropriate cases, ELDP will consider paying such final instalments as may be necessary to cover outstanding and unavoidable commitments.

Project progression and reporting requirements

35. No later than one month after the end of each reporting period a progress report written on the current ELDP template (downloaded from eldp.net) must be submitted and all materials collected under ELDP funding must be deposited with ELAR for archiving.



36. No later than two months after the end of the project a final report written on the current ELDP template (downloaded from eldp.net) must be submitted and all materials collected under ELDP funding must be deposited with ELAR for archiving.
37. All reports must be submitted in hard copy and via e-mail. The hard copy should be signed by an appropriate person with institutional authority (for example Head of Research or Financial Officer).
38. Where the progress reports and the deposit are considered to be satisfactory, the next funding instalment will be released. There will be a time gap between the submission of the annual report and the data deposit, ELDP's assessment of both and the release of the subsequent instalment. During this period the host institution is required to ensure that the project continues. However where a report a) fails to provide the necessary information or b) indicates that the project has failed to conduct the research as agreed and/or address the aims and objectives originally stated, or c) a deposit is not satisfactory the grant will be suspended until sufficient information and/or data have been received.
39. Failure to comply with the reporting requirements can result in the early termination of the award by ELDP.
40. In the event that the project proves to be no longer viable, ELDP will terminate the award. In the event that lack of viability is due to a breach of financial regulations, ELDP will seek to recover all or part of the grant.

Depositing outcome and public output

41. ELDP requires that due acknowledgement of the support it provides should be made in any printed or electronic publication. All distributed materials must include appropriate acknowledgement and must include the ELDP logos. Get in touch with ELDP for details and appropriate logos by writing to eldp@soas.ac.uk.
42. Grantees are required to deposit the collection or corpus of documentation and the publications and other material that is the result of their project with the Endangered Languages Archive (ELAR) on an annual basis. Note that grantees are also expected to make materials available at a repository local to the language community, wherever possible.
43. The outcomes of a project that are deposited with ELAR must reflect those that are described in the programme of work.
44. Grantees are required make the materials collected under ELDP funding Openly Accessible in our archive ELAR. Any access restrictions must be agreed by ELDP.



45. Should the outcomes of the project according to the original application (subject to changes agreed by ELDP) and the agreed programme of work not be deposited with ELAR within six months of the end of the project, ELDP will reserve the right to not consider any future application for funding from the grantee, any member of the grantee's team, or the grantee's host institution.

Other requirements

46. All press releases must be approved by ELDP in advance. In any press release it must be made explicit that the grant is awarded to the institution rather than the grantee, and that all the projects are described as being undertaken by the actual investigator – and not by or for ELDP.
47. Information about projects may be disseminated by ELDP or ELAR by any means.
48. The Grantee acknowledges that the ELDP is subject to the requirements of the UK Freedom of Information Act 2000 and the UK Environmental Information Regulations 2004 and shall assist and cooperate with the ELDP (at the Grantee's expense) to enable the ELDP to comply with any information disclosure obligations it may have under this legislation.

Ethics

49. The host institution and the grantee are responsible for ensuring that the ethical procedures outlined in the approved application, and also general good practice, are adhered to.
50. Variations to the agreed ethical procedures will only be permitted in highly exceptional circumstances. Any such request must be submitted in advance and in writing to ELDP.

Intellectual Property Rights

1. The ownership of intellectual property arising from an award should be clear from the outset. ELDP will assume that this will rest jointly with the language community and with the host institution receiving the award, unless stated to the contrary.
2. Whoever holds the intellectual property, it should be clear from the outset what the distribution of any income from royalties will be. ELDP will make the following assumptions unless stated otherwise:
 - a. The first £10,000 of income – will rest with the grantee and the research team. Applicants should formulate an income distribution that benefits the language community.
 - b. Income above £10,001 – the major part will accrue to the institution.

ELDP reserves the right to claim one third of all resulting income (over and above the first £10,000) up to the maximum value of its original award.