

STANDARD TERMS AND CONDITIONS OF GRANT AWARD

1. DEFINITIONS

In these terms and conditions (the Conditions) the following expressions have the following meanings unless the context requires otherwise:

Acknowledgement Guidance means the acknowledgement guidelines as may be provided to the Recipient by the Paul Mellon Centre if required,

Agreement means the legally binding agreement comprising the Application, the Offer Letter, and these Conditions,

Application means the Recipient's application for funding referred to in the Offer Letter,

Award means the grant or fellowship awarded to the Recipient,

Fellowship means the fellowship offered in the Offer Letter,

Grant means the grant offered in the Offer Letter,

Individual means a single person,

Offer Letter means the letter from the Paul Mellon Centre to the Recipient, to which these Conditions are attached,

Organisation means an organisation, institution or publisher,

Paul Mellon Centre means the Paul Mellon Centre for Studies in British Art, a company limited by guarantee (company no 00983028) and registered charity (charity no 313838) whose registered office is The Paul Mellon Centre for Studies in British Art, 16 Bedford Square, London, WC1B 3JA,

Project means the project described in the Application,

Recipient means the person (whether an Individual or Institution) to whom the Grant or Fellowship is offered,

Serious Incident means any incident which could result in, or risk, significant harm to the work or reputation of the Paul Mellon Centre in its reasonable opinion, and

Tasks means anything the Recipient is required by the Paul Mellon Centre to complete in relation to their Award, these are: accepting or declining the Conditions, entering payment details, and completing and submitting reports.

2. GENERAL

2.1. The Recipient must accept or decline the Offer Letter and Conditions within three months of the date of the Offer Letter. If the Recipient does not accept the offer of the Grant or Fellowship within this period, the offer will lapse.

2.2. The Recipient warrants that on the date of the Application, and on the date that the Recipient accepts the offer of the Award, the contents of the Application were true, accurate and, to the best of the Recipient's belief, complete.

2.3. The amount of the Award awarded to the Recipient set out in the Offer Letter is final and cannot be changed. The Award amount may be different from the amount requested by the Recipient in the Application Form.

2.5. The Recipient must apply the Award:

2.5.1 solely towards all or part of the Project, as described in the Application, and for no other purpose without the Paul Mellon Centre's prior written consent, and

2.5.2 in a manner which furthers the charitable purposes of the Paul Mellon Centre, and which is charitable under the law of England and Wales.

2.6. The Recipient must seek the prior written approval of the Paul Mellon Centre if it wishes to make any material changes to the Project (including, for example, to key research activity, participants, outcomes, or dates) from the description of the Project in the Application. The Paul Mellon Centre may, at its discretion, approve a variation to the Project.

2.7. If the Application is found to include false or plagiarised information, or if it includes AI generated content (for example, through the use of Chat GPT) the Award offer will be cancelled.

2.8. The Paul Mellon Centre is committed to equality, diversity and inclusion and has a legal duty to consider the need to eliminate discrimination and promote equality of opportunity with regard to age, disability, gender identity or gender expression, race, ethnicity, religion or belief, sex and sexual orientation, marriage or civil partnership, or pregnancy or maternity, when producing and contracting for goods, services and works. The Paul Mellon Centre expects all applicants to meet and exceed its statutory obligations under the Equality Act 2010. For more on the Centre's commitment, see [here](#).

2.9. Individual Recipients cannot apply for any further Grants and Fellowships from the Paul Mellon Centre if they have outstanding Tasks from a previous Award, unless they have prior written approval from the Paul Mellon Centre to do so.

2.10. The Recipient will ensure that the Paul Mellon Centre receives any invitations to relevant exhibition openings and events relating to the Project, and will facilitate a visit if requested.

2.11. Individuals employed by the Paul Mellon Centre or the Yale Center for Studies in British Art cannot apply for, and are ineligible to receive, any Award and the Recipient confirms that they are not employed by either organisation.

2.12. The Recipient may not, and shall not purport to, assign or transfer the Award or this Agreement (or any part of it) without the prior written consent of the Paul Mellon Centre.

2.13. The Recipient will promptly inform the Paul Mellon Centre of any Serious Incident which occurs in connection with the Project, and will provide the Paul Mellon Centre with such further information as it requests in relation to the incident in question.

3. REPORTING AND RECORDS

3.1. The Recipient will comply with the reporting obligations relevant to their Award as set out in the Annex to these Conditions.

3.2. Organisations must keep separate, accurate and up to date records, including receipts and invoices, to show how the Award has been spent for at least six years following the relevant expenditure, and permit the Paul Mellon Centre to inspect these records and to take copies on request on reasonable notice.

4. ACKNOWLEDGMENTS

4.1. The Recipient must ensure that the Paul Mellon Centre is accurately acknowledged in accordance with the Acknowledgment Guidance in all printed and online material which is produced with the support of the funding (including, without limitation, exhibition signage, marketing materials, catalogues, publications, and web pages).

4.2. If the Recipient is an Organisation, it must acknowledge receipt of the Grant in its annual report and accounts for the year in which the Grant was received.

4.3. Links made to the Paul Mellon Centre's website in accordance with the Acknowledgement Guidance must not falsely portray any endorsement or affiliation between the Paul Mellon Centre and Recipient.

4.4. The Paul Mellon Centre may acknowledge the Recipient as a recipient of funding as appropriate without prior notice.

5. PAYMENT AND AWARD MONIES

5.1. The Recipient must claim the Award funding within eighteen months of the date of the Offer Letter. Any amount not claimed by the end of this period will be forfeited.

5.2. The Paul Mellon Centre will pay the Award to the Recipient within the payment month(s) requested by the Recipient, provided that the Recipient has:

5.2.1 fully complied with these Conditions, and

5.2.2 provided accurate payment details.

5.3. The Paul Mellon Centre will pay the Award by BACS or by international bank transfer into a bank account held in the name of the Individual or Organisation as stated in the Offer Letter only. Payments will not be made to any other party.

5.4. Grants awarded to Organisations cannot be paid into bank accounts held by Individuals.

5.5. The Paul Mellon Centre's liability under the Agreement is limited to the payment of the Award and it accepts no liability for any consequences, whether direct or indirect, that may come about from the Project, the use of the Award or the termination, withholding or cancellation of any part of the Award. Unless otherwise agreed between the parties, there will be no additional funding available from the Paul Mellon Centre to cover:

5.5.2 any overspend on the Project by the Recipient; or

5.5.3 any tax payable in respect of the Award (and the Recipient accepts sole liability for any tax, including VAT, payable in respect of the Award).

5.6. Where the Award is payable in more than one instalment, payment of any subsequent instalment(s) is subject to the Recipient meeting its reporting obligations under Clause 3.1

6. UNSPENT FUNDS

6.1. The Recipient shall return any part of the Award that is unspent on completion of the Project to the Paul Mellon Centre unless the Paul Mellon Centre agrees otherwise.

7. TERMINATION AND REPAYMENT

7.1. The Paul Mellon Centre reserves the right to terminate the Agreement, withhold or cancel the Grant, and/or require the Recipient to repay all or part of the Award if:

7.1.1 the Recipient fails to comply with any of the Conditions or other terms of the Agreement,

7.1.2 any of the information provided by the Recipient is false or misleading,

7.1.3 the Recipient proposes changes to the Project that differ greatly from the Project plan set out in the Application, and to which the Paul Mellon Centre has not given its approval in accordance with Clause 2.6.,

7.1.4 the Recipient, being an organisation, is unable to pay its debts, ceases to carry on business or is the subject of any insolvency proceeding or goes into administration, receivership, or liquidation,

7.1.5 the Recipient uses all or any of the Grant to support any personal or private benefit which is more than incidental to the achievement of the Project and the furtherance of the Paul Mellon Centre's charitable purposes,

7.1.6 the Recipient (or, in the case of a Recipient which is an Organisation, any of that Recipient's staff, officers, or employees) has taken any action which, in the reasonable opinion of the Paul Mellon Centre, brings or is likely to bring the Paul Mellon Centre's name or reputation into disrepute,

7.1.7 the Recipient uses the Award for purposes other than the Project and/or for a purpose which is not a charitable purpose under the law of England and Wales, or

7.1.8 the Recipient obtains duplicate funding from a third party for the Project.

8. COMPLIANCE WITH LAWS, DATA PROTECTION, AND PRIVACY NOTICE

8.1. In carrying out the Project, the Recipient will comply with all applicable laws, regulations and rules and will not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of any third party. In particular, the Recipient will:

8.1.1 comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including the Bribery Act 2010; and

8.1.2 comply with all applicable data protection legislation, and all data protection obligations which arise in connection with this Agreement.

8.1.3 The Recipient acknowledges that the Paul Mellon Centre's Privacy Notice, available [here](#) and as updated from time to time, shall apply to its administration of the Grant.

9. TERM

9.1. The Agreement begins on the day the Recipient accepts the Offer Letter and the Conditions. Clauses 3 (REPORTING AND RECORDS) and 4 (ACKNOWLEDGEMENTS) will continue after the remainder of this Agreement has ended. The remainder of this Agreement will end one year after the date on which you have spent the Award in full, unless we terminate it early under Clause 7 (TERMINATION AND REPAYMENT) or it is necessary for them to remain in force for the Paul Mellon Centre to enforce any rights which arose before the Agreement terminated.

ANNEX

Reporting Requirements

A. Recipients of a Senior Fellowship, Postdoctoral Fellowship, Mid-Career Fellowship, Junior Fellowship, Rome Fellowship or Research Support Grant must submit a 500-1000 word written report within three months of the completion of their Award.

B. Recipients of a Collaborative Project Grant, Conservation Grant, Curatorial Research Grant, Digital Project Grant or Event Support Grant must submit the following materials within three months of the completion of the Project:

- i. A 500-1000 word written report,
- ii. Any materials produced in the project which can be included in the Paul Mellon Centre archives (e.g. marketing materials), and
- iii. A thorough budget breakdown of how the Award was spent.

C. Recipients of an Author Grant (Large), an Author Grant (Small) or an Exhibition Publication Grant must submit the following materials within three months of the publishing date of the publication:

- i. If published in printed form, a hard copy of the publication is to be sent to: The Paul Mellon Centre, 16 Bedford Square, WC1B 3JA, and
- ii. If published in digital form, a PDF copy of the publication is to be sent to: grants@paul-mellon-centre.ac.uk.

D. Recipients of an Andrew Wyld Research Support Grant must submit a 500-1000 word written report (a copy of which will be circulated to the trustees of Andrew Wyld Fund by the Paul Mellon Centre) within three months of completion of their Project.

E. Recipients of an MA/MPhil Studentship or Doctoral Scholarship must supply proof of their course offer by 31 August of the year they intend to start the course.

F. Recipients of an MA/MPhil Studentship must submit a 1,000 word final written report within three months of completing the course.

G. Recipients of a Doctoral Scholarship must submit:

- i. a 1,000 word progress report at the end of each academic year, and
- ii. a 2,500 word final written report within three months of completing the course.

H. Recipients of an Early Career Fellowship must submit:

- i. a 1,000 word progress report at the end of the first year of the Fellowship, and
- ii. a 2,500 word final written report within three months of completing the Fellowship.

I. In addition, all Recipients must submit (if requested to do so by the Paul Mellon Centre) a Project summary, of no more than 700 words, with accompanying image, to be published on the Paul Mellon Centre's website and social media accounts.