

Statement of Main Terms

The successful applicant¹ must be capable of entering into, and willing to enter into, a legally binding and enforceable Grant Funding Agreement ("Agreement") with the Department of Science, Innovation and Technology (DSIT) on behalf of the Crown with terms that will be communicated to that successful applicant, and which contain as a minimum, terms setting out:

- 1. The total amount of the grant available (not to exceed £6m),
- 2. The duration of the grant, with a funding period of up to 3 years, the Agreement and any clauses which survive termination or expiry,
- 3. Outcomes including but not limited to:
 - a. Developing and implement the structures and processes required to provide a coherent and representative voice for the mathematical sciences community, by end of FY27/28, and provide demonstrable examples and evidence of this on an ongoing basis.
 - b. Collaboratively developing and publishing a long-term strategy, by end of FY27/28, setting out a clear vision for how the organisation will strengthen the mathematical sciences sector and support economic growth and societal benefits.
 - c. Providing credible, expert and timely advice to government, industry and society on issues affecting and relating to the mathematical sciences, in FY24/25 27/28.
 - d. Promoting mathematical sciences and increase public support, trust and understanding of mathematical sciences through frequent public engagement and activities in FY24/25 FY27/28, with evidence of impact.
- 4. "Funded Activities" may include (amongst other things):
 - a. Establishment of organisation structure;
 - b. Hiring of staff;
 - c. Engaging with and coordinating of the mathematical sciences community;
 - d. Developing and publishing a strategy;
 - e. Providing credible, expert and timely advice to His Majesty's Government; industry and society;
 - f. Public engagement; and/or
 - g. Further activities which promote mathematical science and increase public support, trust and understanding of mathematical sciences.
- 5. Ineligible expenditure may include (amongst other things):
 - a. Expenditure incurred in connection with lobbying (via an external firm or in-house staff) including commissioning, assisting or undertaking activities intended to influence or attempt to influence Parliament,

¹ For ease, the minimum terms below refer to the successful applicant as the "Grant Recipient"

- government or political activity; or attempting to influence legislative or regulatory action;
- b. Using the grant to directly enable one part of government to challenge another on topics unrelated to the agreed purpose of the Grant;
- c. Using the grant to petition for additional funding;
- d. Expenditure incurred on expenses such as for entertaining, specifically aimed at exerting influence over or changing government policy;
- e. Input VAT reclaimable by the Grant Recipient from HMRC;
- f. Payments for activities a political or exclusively religious nature;
- g. Expenditure related to:
 - i. Contributions in kind,
 - ii. Interest payments or service charge payments related to finance leases,
 - iii. Gifts,
 - iv. Statutory fines or penalties, criminal fines or penalties, civil penalties, damages or any associated legal costs,
 - v. Payments for works or activities which the Grant Recipient or any member of their Partnership has a statutory duty to undertake, or that are funded through other sources,
 - vi. Repayment for bad debts,
 - vii. Payments for unfair dismissal or other compensation,
 - viii. Depreciation, amortisation or impairment of assets owned by the Grant Recipient,
 - ix. Acquisition of improvement of asset by the Grant Recipient (unless expressly stated as eligible in the Agreement),
 - x. Liabilities incurred before the commencement of the Agreement.
- 6. Events of default, including but not limited to:
 - a. Where the Grant Recipient uses the grant for a purpose other than the funded activities or for ineligible expenditure;
 - b. Where the Grant Recipient fails to comply with its obligations under the eventual grant funding agreement;
 - c. Where there is a delay to the start of the delivery of the funded activities without a satisfactory explanation;
 - d. Where the Grant Recipient fails, in DSIT's opinion, to make satisfactory progress with the Funded Activities and in particular, with meeting the agreed outputs to be determined;
 - e. Where the Grant Recipient is in the opinion of DSIT delivering the Funded Activities in a negligent manner (in this context negligence includes, but is not limited to, failing to prevent or report actual or anticipated fraud or corruption);
 - f. Where the Grant Recipient receives funding from a third party which contravenes any terms related to match and/or duplicate funding, or from a third party with which association would be likely to bring the Funded Activities and/or the Crown into disrepute;
 - g. Where the Grant Recipient misleads DSIT either during the application process or during the delivery of the Funded Activities;

- h. Where the Grant Recipient commits or has committed a prohibited act or fails to report a prohibited act to DSIT whether committed by the Grant Recipient, its representatives or an associated third party²;
- Where the Grant Recipient fails to act in accordance with the law, or acts dishonestly or negligently at any time during the term of the Agreement;
- j. Where the Grant Recipient:
 - i. ceases to operate for any reason,
 - ii. becomes insolvent,
 - iii. is declared bankrupt,
 - iv. is placed into receivership, administration or liquidation,
 - v. is the subject of a petition which has been presented for its winding up,
 - vi. enters into any arrangement or composition for the benefit of its creditors.
 - vii. is unable to pay its debts as they fall due; or
 - viii. is at risk of any of the above events occurring.
- k. Where a competent authority requires any Grant paid to be recovered by reason of a breach of Subsidy Control Law or the Grant Recipient fails to comply with the provisions of the exemption or scheme under Subsidy Control Law that applies to the Funded Activities and the Grant;
- I. Where the Grant Recipient undergoes a change of control which DSIT reasonably considers will be detrimental to the Funded Activities.
- 7. Rights reserved for DSIT (including in relation to an event of default) may include, but are not limited to:
 - a. Giving the Grant Recipient an opportunity to remedy the event of default (if the event is in the opinion of DSIT, remediable):
 - Suspending the payment of the grant for such period as DSIT determines;
 - c. Terminating the Agreement;
 - d. Reducing the maximum sum in which case the payment of the grant shall therefore be made in accordance with that reduced amount and notified to the Grant Recipient; and/or

² [1] **Prohibited Act** means:

(1) directly or indirectly offering, giving or agreeing to give to any servant of DSIT or the Crown any gift or consideration of any kind as an inducement or reward for:

(1) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of the Grant Funding Agreement; or

(2) showing or not showing favour or disfavour to any person in relation to the Grant Funding Agreement;

(2) committing any offence:

(3) under the Bribery Act;

(4) under legislation creating offences in respect of fraudulent acts; or

(5) at common law in respect of fraudulent acts in relation to the Grant Funding Agreement; or

(3) defrauding or attempting to defraud or conspiring to defraud DSIT or the Crown;

- e. Requiring the Grant Recipient to repay DSIT the whole or any part of the amount of grant previously paid to the Grant Recipient and that such sums shall be recoverable as a civil debt owed to the Crown.
- 8. Either party may terminate the Agreement at any time by giving at least 3 months written notice.
- 9. The Grant Recipient must appoint an accountable officer responsible for (at least);
 - a. Maintaining oversight of the Grant Recipient's use of the grant
 - b. Safeguarding, controlling and ensuring the efficient, economical and effective management of the grant;
 - c. Advising the Grant Recipient on the discharge of its responsibilities under this agreement and under any subsequent variations agreed by the parties, or any guidance or other information notified by DSIT;
 - d. Ensuring that principles of probity, robust governance, transparency and value for money are maintained at all times in relation to the grant;
 - e. Being responsible for signing the accounts relating to the grant, ensuring that they are properly prepared and presented and that proper accounting records are maintained in a form that complies with generally accepted accounting practices to which the Grant Recipient is subject; and ensuring that conflicts of interest are avoided.
- 10. Reporting requirements, including but not limited to:
 - a. Monthly financial reporting
 - b. Quarterly reports setting out actions and progress against KPIs as follows:
 - i. Q1 (Apr-Jun) submission end of July
 - ii. Q2 (Jul-Sep) submission end of Oct
 - iii. Q3 (Oct-Dec) submission end of Jan
 - iv. Q4 (Jan-Mar) submission early May
 - c. Annual reports to provide additional information (KPIs and outputs) that showcases how the Grant Recipient is meeting its objectives and can improve delivery if necessary. Annual reports to be submitted at the end of July each year.
 - d. Evaluation an evaluation in the third year of the grant period. DSIT will contract an external evaluation. The Grant Recipient will be required to support with information and reporting as requested over the funding period. The results of the evaluation are likely to be published.
- 11. The Grant Recipient will during the term of the Funding Period and for 6 years after termination or expiry of the Agreement, ensure that it has and maintains, at all times adequate insurance with an insurer of good repute to cover claims under the Agreement or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with the Funded Activities or the Agreement.
- 12. Intellectual property rights (IPR),
 - a. Intellectual property in all IPR material developed by the Grant Recipient will be the property of the Grant Recipient.
 - b. The Grant Recipient grants to the Crown a non-exclusive, irrevocable and royalty-free, sub-licensable, worldwide licence to use all IPR

material for the purpose of ensuring delivery of the Funded Activities, and for the purpose of supporting other projects.

- 13. Compliance with environmental requirements and modern-day slavery requirements
- 14. Subsidy control requirements, including but not limited to:
 - a. The Grant Recipient administering the grant in a manner which complies with Subsidy Control Law and the subsidy control assessment made by HMG.

These terms are provided as the minimum conditions, however do not represent all terms which may be required to govern an award made on the basis of a successful application.