

**TERMS AND CONDITIONS FOR  
RESEARCH GRANTS**

**THE INSTITUTE OF BREWING & DISTILLING  
(GRANTS COMMITTEE)**

**33 CLARGES STREET  
LONDON, W1J 7EE, UK**

**Telephone: 020 7499 8144  
Facsimile: 020 7499 1156  
Email: [enquiries@ibd.org.uk](mailto:enquiries@ibd.org.uk)**

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(GRANTS COMMITTEE)**

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**These are the terms and conditions for Applicants and shall be referred to as  
“Terms and Conditions for Research  
Grants”**

Following your successful application to The Institute of Brewing & Distilling Research Committee (referred to as “us” or “we”) for a Research Grant, you have received a letter offer from us. This document sets out the terms and conditions that apply to the contract.

1. Subject to the terms set out below and any subsequent correspondence between us, varying the terms, we shall pay to you amounts up to the agreed sum specified in the letter of offer (referred to below as “the Offer”).
2. We have agreed to enter into this commitment on the basis of your assurance that:
  - a) you have taken all reasonable care in preparing the contents of the Application;
  - b) you will use all reasonable efforts to achieve the objectives set out in the Application, following the methods and complying with the time period and the statement of costs all set out in the Application, in order to complete the Project successfully;
  - c) you will bring to our attention in writing any adverse circumstances affecting the progress of the Project or the time in which it will be completed.
3. The project will start on the date stated in the Offer (“Commencement Date”) and will end on the date stated in the Offer (“Completion Date”). The Offer will lapse if the project is not started by the Commencement Date and we reserve the right to postpone the Commencement Date or both at our discretion.
4. **Project Liaison and Management**

You will have responsibility for co-ordinating work on the Project and ensuring that all parties involved fulfil their responsibilities.
5. **Financial Liability and Arrangements**
  - (a) Our financial liability to you is limited to the amount as set out in the Offer or in any subsequent variation agreed between us.

- (b) Before beginning the Project and subsequently for each financial year under the Offer, you will provide us with a breakdown of expected expenditure for each year of the Project.

**6. Claims for Payment**

- (a) Claims for payment should be submitted on the basis as set out in the Offer.
- (b) That proportion of the project funding as specified in the Offer will be withheld until the Final Report has been received.

**7. Reports, Information and Inspection**

- (a) You will submit Interim Reports as and when requested by us.
- (b) You will provide a Final Report to us at the end of the Project.
- (c) We reserve the right to withhold all or part of any payment until receipt by us of the relevant report, mentioned above, produced to a standard satisfactory to us. We will deem any of the following actions to be a material breach of these terms and conditions and the terms of clause 15(a) will apply where:
  - (i) any Interim Report is not received by us within one month of the due date;
  - (ii) the Final Report is not received by us within three months of the Completion Date or any date agreed between us.
- (d) Where reasonably required by us you will supply to us all information relating to the Project held by you.

**8. Monitoring Meetings and Review**

- (a) At our request a representative of you will meet with us to assess the progress of the Project. Failure, without reasonable excuse, to attend a meeting will be considered a material breach of the terms and conditions and the provisions of Clause 15(a).
- (b) If by the Review Date (if a Review date is specified in the Offer) we consider that the Project is not giving value or is no longer relevant, we may terminate the grant to you on giving ninety days notice. Subject to the terms of clause 5(a), we will reimburse costs and expenses reasonably incurred by you in connection with work reasonably undertaken for the purpose of terminating the Project from the date of notice until the completion of the notice period.

9. **Equipment**

You will be responsible for providing all equipment and other facilities required to complete the Project unless otherwise agreed in writing with us.

10. **Staff**

All persons employed by you on the Project will be your responsibility as Employer.

11. **Indemnity**

- (a) We will, subject to this clause 11, be liable to you in respect of the provision of funding to you in accordance with the Offer and these terms and conditions.
- (b) Subject to this clause 11, we will not in any event be liable to you for any loss or damage or injury whether indirect, consequential or special howsoever suffered whether or not we had been advised of the possibility of such loss or damage or injury.

12. **Publication**

- (a)
  - (i) You will be required by us to publish the results or findings of the Project which you have carried out with the funding which we have provided. Our prior agreement to all forms of publication is required.
  - (ii) all forms of publication will include a statement in a form approved by us stating that the Project was supported by funds supplied by us and will comply with clause 14.
- (b) In any forms of publications released by us relating to the Project we will identify your involvement.

13. **Third Parties**

You agree not to, without our prior or written consent, enter into any agreement or arrangements with a third party (other than as set out in the Application) in relation to the subject matter of the Project.

14. **Intellectual Property**

- (a) All intellectual property rights (including, without limitation, trade marks, copyright, patents, rights to apply for patents, registered designs and design rights in any jurisdiction) in the results of the Project ("Results") and all work conducted by you in the course of and pursuant to the Project ("Work") shall vest in us.

- (b) You warrant that, so far as you are aware, the use and exploitation of the Results and the Work by us will not infringe third party intellectual property rights, except to the extent that you have informed us of such rights.

**15. Termination and Recovery**

- (a) In the event of a material breach by you of these terms and conditions we may (without prejudice to any other legal rights it may have to damages or otherwise) forthwith, by notice in writing to you take any one or more of the following actions:-
  - (i) withhold payment under the contract from you on such terms and conditions as we may reasonably determine;
  - (ii) terminate the contract, or
  - (iii) recover from you at our discretion the whole or part of payments already made under the contract. If we seek to recover payments already made, we shall be entitled to recover only such amount as is reasonable in all the circumstances to recover.
- (b) In the event of the dissolution of The Institute of Brewing and Distilling, we shall have no further obligations to make payments under the contract except as these may be provided for in such an Order.

**16. Disputes**

Any dispute arising hereunder shall at the instance of either party be submitted to arbitration by a single arbitrator to be agreed between the parties or (in default of such agreement within 28 days of the date of request for arbitration) to be appointed by the President of the Law Society.

- 17. These terms and conditions and the Offer shall be governed by English law and the parties to them hereby submit to the jurisdiction of the English courts for all matters arising under or connected with the Project.