

Terms and conditions for Churchill Fellows

Introduction

This document explains the standard Terms and Conditions that apply to all Churchill Fellows. They apply from the time when you are awarded a Fellowship, during your Fellowship research, and at any time afterwards when you are engaged in Fellowship-related activities.

Chair of the Trustees
Mark Damazer

Chair of the Advisory Council
Lucy Parker CF

Chief Executive
Julia Weston

This document is important. Together with our Offer Letter (sent by email), it sets out the standard legal conditions on which we offer you a Grant. Payment of your Grant is conditional on you accepting these Terms and Conditions and sending us a signed copy of this document for our records.

Please ensure you have read and understood the Terms and Conditions before you accept a Grant. If you have any questions about them, you can contact us on 0207 799 1660 or office@churchillfellowship.org.

Once you have read and understood this document, please sign on the final page and email the signed version back to us at applications@churchillfellowship.org. We cannot release your Grant until we have received this.

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1. Definitions

- a. **The Churchill Fellowship (or TCF):** this means the registered charity number 313952, office address 29 Great Smith Street, London SW1P 3BL, website www.churchillfellowship.org.
- b. **Churchill Fellow (grantee):** this means a person who is awarded a TCF Grant. It is a status that can be used from the moment you accept our offer of a Fellowship, for the rest of your life. (However, please note that it is not fully conferred until you have completed your Fellowship Overseas Learning and submitted your Fellow's Report to our agreed standard).
- c. **Child:** 'A child is defined as any young person under the age of 18, regardless of the age of majority in the country where the child is, or his or her country of origin.' – UN 1989
- d. **Adults at Risk:** Someone over the age of 18 who may be in need of community care services by reason of mental or other disability, age or illness; and who is or may be unable to take care of or protect themselves against significant harm or exploitation.
- e. **Grant:** this means the funding we give to a Fellow to pursue their Project. It may be a Fellowship Grant to carry out overseas learning or follow-up funding offered by the Fellowship to disseminate or implement Project learning in the UK.
- f. **Project:** this means the activity for which you applied for a Fellowship, and for which we awarded it.
- g. **Offer Letter:** this means the email in which we offer you a Fellowship and confirm the amount of your Grant.
- h. **Fellowship Overseas Learning:** this means the international travel and / or online meetings with individuals or organisations overseas which are funded by your Grant in order to pursue your Project.
- i. **Fellows' Code of Conduct:** this describes the ethical behaviour expected of a Fellow. It can be found at the end of this document and on our website.
- j. **Fellows' Overseas Learning Handbook:** this refers to a separate document that describes the practical steps expected of a Fellow and offers guidance on them. It can be found in the Fellows' Resources section of our website.

2. The Grant

- a. The amount of your Grant is set out in the Offer Letter that we send you. This may not be the same as the amount you applied for, as we recalculate all Project budgets according to our own criteria.
- b. We will not increase the sum specified in your Offer Letter, unless there are exceptional circumstances.
- c. We may decrease the sum specified in your Offer Letter where we reasonably consider that is appropriate, for example if your plans change significantly (for example, if your travelling time is reduced) or there is a material change to Project scope or delivery. We will, where reasonably practicable, give you prior written notice of any proposed reduction, together with reasons for it.
- d. You must accept our offer of a Grant within four weeks of receiving the Offer Letter. The way to send us your acceptance is by electronically signing this document (the Fellows' Terms and Conditions) and emailing it back to us. Other forms of acceptance (such as phoning) will not count. Fellows are not permitted to travel or commence their Fellowship funded online learning until we have received their acceptance.
- e. The Terms and Conditions in this document will apply to you from the date when you accept your Grant. The Fellows' Code of Conduct will also apply to you from the date when you accept your Grant. Failure to observe either of these documents may result in the withdrawal of your Fellowship, following consideration of the nature and seriousness of the breach.
- f. Your Grant must be used exclusively for your Project, as described in your application for a Fellowship. It cannot be used for any other purposes without our prior written consent. This is because it comes from charity funds and is covered by UK charity law. Using it for other purposes would be a breach of these Terms and Conditions and may require repayment of the Grant. We reserve the right to ask you for evidence of how you have spent your Grant.
- g. Any money from your Grant that is not spent must be refunded to us within such period as we notify to you in writing, unless we agree otherwise in writing.
- h. We will pay the Grant as explained in our Fellows' Overseas Learning Handbook and in line with your Project needs.
- i. You must tell us promptly about any changes to your personal information, including changes to your home address, contact details, and bank or building society details. All the information you give us must be true and up to date.

3. Obligation of our Trustees

- a. We act solely as a funder of Grants to support Fellows' Projects. TCF does not plan, coordinate, supervise, assess or control a Fellow's overseas learning, travel, activities or arrangements, all of which are the responsibility of the Fellow.

The Trustees of TCF do not accept any legal responsibility for Churchill Fellows or their possessions, during the period of their Fellowship overseas learning, or thereafter. Trustees are not liable in any way for indemnifying Churchill Fellows against any risks whatsoever, to the fullest extent permitted by law. This includes any risks that arise in any way relating to a Grant, and any risks that are insured under the travel insurance policy operated by the Churchill Fellowship.

- b. Trustees are not liable to any third party as a result of any direct or indirect action of a Churchill Fellow, during their Project or thereafter.
- c. As a Churchill Fellow, you accept that the Grant is the full discharge of the Trustees' entire obligation to you.

4. Legal status of a Fellow

- a. A Churchill Fellow is an independent individual who receives a Grant from TCF to pursue a Project at their own initiative and responsibility.
- b. A Churchill Fellow is not an employee, volunteer or representative of TCF.
- c. A Churchill Fellow is not authorised in any way to act as an agent of TCF.

5. Communications

- a. You can call yourself a Churchill Fellow from the moment of your acceptance of our Offer Letter. You can use this on your business cards, website, presentations and any other written or online communications that relate to your Project.

One way of doing this is to use the letters "CF" (for Churchill Fellow) after your name. This privilege was granted by her Late Majesty Queen Elizabeth II in 2019, as an indication of your lifelong status as a Churchill Fellow.

- b. There are two logos related to the Churchill Fellowship that you can use: a dedicated Fellow's logo and our organisational logo. Full guidance can be found on our website.

- You can use the dedicated Fellow's logo from the moment of award, on any materials that you wish.

- You may only use our organisational logo on your report, or materials related to your report, or to credit us as a funder in a relevant context.

You cannot use our organisational logo on your social media channels, website, blog or other online contexts, unless we provide you with our prior written permission. (Legally speaking, we grant you a royalty-free, non-exclusive, revocable and worldwide licence to use our logo, solely for the purposes specified in this document and solely for the duration of your Project.)

- c. Any other uses of our name or logo should be discussed and approved by us in advance of their use.
- d. At any time that you use our logo or describe TCF and its work, you should follow our brand guidelines as updated from time to time, which are available in the Fellows' Resources section of our website.
- e. Although you can present yourself to the world as a Churchill Fellow, as described above, you cannot legally present yourself or suggest that you are in any way an employee, officer, trustee, volunteer, representative or agent of TCF. You cannot make contracts or undertake negotiations on our behalf.
- f. As a Churchill Fellow, you undertake not to issue any public communications that are likely to bring TCF into disrepute. You should also have due regard concerning the effects or impact of your public statements on TCF and on your hosts and contacts overseas. Be aware that this applies to all forms of media or communications that could be shared more widely, reposted or forwarded, such as your own emails, social media channels and online sites.
- g. We also ask that you continue to keep in touch with us in future years as part of our Fellowship community.

6. Fellow's Report

- a. All Churchill Fellows must capture their learnings in the form of a "Fellow's Report" and send it to us within three months of completing their Fellowship related overseas learning. This is a contractual obligation for receiving a Grant. The status of being a Churchill Fellow is not fully conferred until you have done so, and after that you are eligible to attend our Fellows' Awards Ceremony and receive your Churchill medallion.
- b. A Report can be created in many formats, it doesn't have to be a written report. Full guidance on creating your Report is available in the Fellows' Resources section of our website. It should describe the findings and results of your Project, your recommendations for others in your field, and your planned next steps in pursuit of the Project. It is intended not as an account of your trip, or an explanation of how you spent your Grant, but as a tool for furthering your Project.
- c. Copyright in this Report remains with you, as its author. However, as a condition of the Grant you grant TCF permission to publish and publicise the Report for the purposes of promoting the Fellowship and demonstrating the impact of TCF's charitable activities in the UK. (Legally speaking, you grant us a royalty-free non-exclusive irrevocable and worldwide licence in perpetuity [including a right to sub-licence], to publish, copy, extract, disseminate and sub-licence your Fellow's Report in whatever form it takes in whole or in part, in all formats and media worldwide.)
- d. For similar reasons, it is a condition of the Grant that the Report and findings from your Fellowship must be freely available to the public.

- e. The above clauses do not affect your copyright as the author of the work under UK law, or your rights to publish or licence it to others. The findings of your Project, whether in Report form or any other form, are your intellectual property.
- f. The content of your Report, including its opinions and recommendations, are your own and not those of TCF or our partner organisations, and this must be stated prominently in the Report. A standard statement about this can be found in the Fellow's Report Guidelines, in the Fellows' Resources section of our website.

7. Legal obligations

- a. You must not use your status as a Churchill Fellow to engage in activities that would contravene UK law or restrictions applicable to charities.
- b. If required, you must have appropriate policies in place at all times to comply with UK law and good practice (including the UK GDPR and the Data Protection Act 2018, where applicable).
- c. Each party shall comply with applicable data protection legislation, including the UK GDPR and the Data Protection Act 2018, in relation to any personal data processed in connection with this Agreement and the Project.
- d. You confirm that you have in place, and will maintain throughout the Grant Period, appropriate technical and organisational measures to protect personal data and to ensure that any personal data is processed lawfully, fairly and securely.
- e. Where you collect personal data as part of the Project, you are responsible for ensuring that appropriate privacy information is provided to data subjects and that any necessary consents or lawful bases for processing are in place.
- f. We expect you to obey the laws of the countries you visit, and to respect their customs so as not to give offence.

8. Equality and diversity

- a. All Fellows have a duty to act in accordance with the Equality Act 2010 and to conduct their Project in accordance with the principles of non-discrimination on the basis of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation ('the protected characteristics').

9. Safeguarding children and adults at risk

- a. TCF takes safeguarding extremely seriously and requires Churchill Fellows to observe best practice regarding proactively ensuring the safety and wellbeing of any Children and Adults at risk they interact with during their Fellowship; and complying with all relevant local and UK laws and regulations.

- b. Churchill Fellows must ensure that all required safeguarding documentation (DBS, Risk and Safety plan, etc.) is fully completed to a satisfactory standard and submitted to TCF in accordance with any requirements notified to you in writing as a condition of their grant funding. No grant monies shall be disbursed, nor shall any overseas learning activities commence, until such documentation has been reviewed and approved by TCF, and TCF reserves the right to require additional safeguarding information at any stage of the Project.
- c. Churchill Fellows must contact their hosts to learn of any safeguarding policies in place and ensure that these are adhered to.
- d. While travelling, if you have a safeguarding concern, you should ensure you are aware of local laws and regulations and seek advice from the local Foreign Office representative (such as the British Consul) before taking action.
- e. If you have any queries about your safeguarding obligations whilst carrying out your Project, we strongly advise that you seek your own independent legal or professional advice.

10. General conduct

- a. Churchill Fellows are required to conduct themselves in a manner which will not discredit themselves or TCF and agree to comply with the Fellows' Code of Conduct at all times, a copy of which is annexed and forms part of these Terms and Conditions.
- b. If Churchill Fellows have any queries on what is expected of them in relation to their conduct for the duration of the Project, they should contact us for further guidance.

Code of conduct for Churchill Fellows

Churchill Fellows operate under a Code of Conduct which is a condition of Fellowship.

The Churchill Fellowship expects all Fellows to uphold the highest standards of integrity and professionalism in the conduct of their Fellowship project from the date of award, through to their research phase and thereafter.

Therefore Fellows agree that:

- Fellows shall ensure the dignity, rights, reputation, safety and wellbeing of all individuals and avoid unreasonable risk or harm to others.
- Fellows shall strive for excellence, aiming to design, produce and share work of the highest quality.
- Fellows shall always be aware of their overriding responsibility to public benefit and the public good.
- Fellows shall observe and comply with all legal, regulatory and professional ethical requirements in the UK and in countries where the Fellowship is conducted, including those relevant to the field of study and any host organisations.
- Fellows shall inform themselves about, and show respect for, local cultures, behaviours and customs.
- Fellows shall be straightforward and honest in all their professional relationships.
- Fellows shall ensure that participation in their activities, interviews and overall project is based on participants' voluntary informed consent.
- Fellows shall be transparent, open and honest with anyone they meet as to the subject and purpose of data collection and research.
- Fellows shall not disclose confidential information acquired in the course of the Fellowship, except with prior permission in writing from the individual, host organisation or relevant authority.
- Fellows shall contribute to and promote the open exchange of ideas, research methods, data and results and their discussion, scrutiny and debate, subject to any considerations of confidentiality.
- Fellows shall be unbiased, independent and professional in the conduct of their project, and in the reporting of their Fellowship findings.
- Fellows are expected to communicate responsibly online, showing respect for others and contributing to a safe digital environment. They must not share or endorse content that could cause harm, distress, or infringe upon the rights and wellbeing of others.
- Fellows shall at all times protect The Churchill Fellowship's reputation and integrity and observe its values.

Additional Code of Conduct for Fellows working with children and young people.

“A child is defined as any young person under the age of 18, regardless of the age of majority in the country where the child is, or his or her country of origin.” – UN, 1989

This Code of Conduct outlines the conduct we expect of Fellows who come in contact with children as part of their project.

Therefore Fellows agree that:

- Fellows shall prioritise the welfare of children and young people and avoid taking any unnecessary risks.
- Fellows shall be aware of the principles of safeguarding and child protection.
- Fellows’ contact and communication with children and young people shall be appropriate and relevant to their project.
- Fellows shall not engage in behaviour that is in any way abusive, this includes physical, emotional and sexual abuse.
- Fellows shall not share their contact details with children and young people, obtain their contact details or have contact with them via a personal social media account.
- Fellows shall ensure that, wherever possible, there is more than one adult present during activities with children and young people. If this isn’t possible, Fellows shall ensure they are within sight or hearing of other adults.
- Fellows shall only provide personal care to children and young people in an emergency, and make sure there is more than one other adult present if possible.

The Churchill Fellowship's values

We have developed a set of organisational values which are used to guide decisions and behaviours throughout the organisation. They are:

Inclusivity

We welcome everyone who is working to benefit society into our community. We know there is strength in diversity and are committed to equity across all of our activities. We celebrate individuality and are proud to support people on their own terms.

Investment in people

We aim to empower everyone in our community. Our investment supports people to believe in their ability and achieve their potential. We believe the possibilities for development are unlimited and we invest in people who are dedicated to building a better society.

Appreciation

We recognise the importance of people and their potential. We place trust in the members of our community and their ability to utilise their expertise and knowledge. We value the opinions of others and create a positive environment for people to share.

Collaboration

We thrive on collaboration and supportive relationships. We continue to build our community and promote long-term partnerships and connections. We appreciate the importance of our networks and how these can contribute to change.

Creativity

Our approach is to listen, learn and improve. We adapt to change and build on what we discover. We have a responsibility to learn from the world in order to improve society.

11. Declaration

The Terms and Conditions and Code of Conduct for Churchill Fellows apply from the time when you are awarded a Fellowship, during your overseas learning and at any time afterwards when you are engaged in Fellowship-related activities.

I have read, understood and accept the terms of grant as outlined in the Offer Letter and will adhere to these Terms and Conditions, the Fellows’ Code of Conduct and the Fellows’ Handbook.

Signature: _____

Name: _____

Date: _____