



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.

This document is important. Together with our Offer Letter, 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 our Fellowship team on 0207 799 1660 or office@churchillfellowship.org.

Once you have read and understood this document, please sign on the final page and send us a paper copy or scan of it. We cannot release your Grant until we have received this.

Contents

1. Definitions
2. The Grant
3. Obligation of our Trustees
4. Legal status of a Fellow
5. Communications
6. Fellows' Reports
7. Legal obligations
8. Equality and diversity
9. Safeguarding children and adults at risk
10. General conduct

Definitions

- **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.
- **Churchill Fellow**: 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 Travels and submitted your Fellow's Report to our agreed standard; and you cannot use the post-nominal 'CF' until your Report has been accepted as such by us.)
- **Grant**: this means the funding we give to a Fellow to pursue their Project. It may be a Fellowship Grant or Post Research Funding.
- **Project**: this means the activity for which you applied for a Fellowship, and for which we awarded it.
- **Offer Letter**: this means the letter in which we offer you a Fellowship and confirm the amount of your Grant.
- **Fellowship travels**: this means the journeys you make that are funded by your Grant in order to pursue your Project.
- **Fellows' Code of Conduct**: this refers to a separate document that describes the ethical behaviour expected of a Fellow. It can be found in the Fellows' Resources section of our website.
- **Fellows' 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 and in the pack sent to Fellows with their Offer Letter.

The Grant

- 1.1 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.
- 1.2 We will not increase the sum specified in your Offer Letter, unless there are exceptional circumstances.
- 1.3 We may decrease the sum specified in your Offer Letter, if your plans change significantly (for example, if your travelling time is reduced).
- 1.4 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 signing and returning a copy of this document (the Fellows' Terms and Conditions), in the form of a paper copy or an electronic scan. Other forms of acceptance (such as phoning or emailing us) will not count. Fellows are not permitted to travel until we have received their acceptance.
- 1.5 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 will result in the withdrawal of your Fellowship.

- 1.6 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. This is because it comes from charity funds and is covered by UK charity law. Using it for other purposes is illegal. We reserve the right to ask you for evidence of how you have spent your Grant.
- 1.7 Any money from your Grant that is not spent should be refunded to us.
- 1.8 We will pay the Grant as explained in our Fellows' Handbook and in line with your Project needs.
- 1.9 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.

Obligation of our Trustees

- 3.1 The Trustees of TCF do not have any legal responsibility for Churchill Fellows or their possessions, during the period of their Fellowship travels or researches, or thereafter. Trustees are not liable in any way for indemnifying Churchill Fellows against any risks whatsoever. 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.
- 3.2 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.
- 3.3 As a Churchill Fellow, you accept that the Grant is the full discharge of the Trustees' entire obligation to you.

Legal status of a Fellow

- 4.1 A Churchill Fellow is not an employee, volunteer or representative of TCF.
- 4.2 A Churchill Fellow is not authorised in any way to act as an agent of TCF.

Communications

- 4.3 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. We will give you a set of business cards shortly after your award, which should be used in relation to your Project.
- 4.4 You can use the letters 'CF' (for 'Churchill Fellow') after your name, but only once your Fellowship has been fully conferred. This occurs when you have completed your Fellowship Travels or research, submitted your Fellow's Report to our agreed standard, and had it accepted as such by us. t.
- 4.5 You can use the dedicated Fellow's logo from the moment of award, in any context that you wish.

- 4.6 You can also use the TCF logo, but in a more limited way. You can use it only in relation to your Project and only in these specific contexts: on your Fellow's Report, in printed or slideshow presentations, or to credit us as a donor in a relevant context. You cannot use our logo on your social media channels, website, blog or other online contexts, except with written permission from us. (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.)
- 4.7 Any other uses of our name or logo should be discussed and approved by us in advance of their use.
- 4.8 At any time that you use our logo or describe TCF and its work, you should follow our brand guidelines, which are available in the Fellows' Resources section of our website.
- 4.9 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.
- 4.10 As a Churchill Fellow, you undertake not to issue any public communications that bring TCF into disrepute. You will also be careful about the effects of your public statements on TCF and on your hosts and contacts overseas. Be aware that this applies to all forms of media that could be reposted or forwarded, such as your own emails, social media channels and online sites.

Fellow's Report

- 4.11 All Churchill Fellows must create a Fellow's Report and send it to us within three months of their Fellowship travels. 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.
- 4.12 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.
- 4.13 Copyright in this Report remains with you, as its author. However, it is a condition of the Grant that you allow us to publish and publicise it, as we see fit, since this is how our impact as a charity can be achieved in the wider UK context. (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.)
- 4.14 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.
- 4.15 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.

- 4.16 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.

Legal obligations

- 4.17 You must not use your status as a Churchill Fellow to engage in activities that would contravene current UK law, including any special restrictions on charity activities.
- 4.18 If required, you must have appropriate policies in place at all times to comply with UK law and good practice (for example in the area of data protection).
- 4.19 We expect you to obey the laws of the countries you visit, and to respect their customs so as not to give offence.

Equality and diversity

- 4.20 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').

Safeguarding children and adults at risk

- 4.21 TCF takes safeguarding extremely seriously and requires Churchill Fellows to observe best practice and comply with all relevant local and UK laws and regulations at all times.
- 4.22 Churchill Fellows must contact their hosts to learn of any safeguarding policies in place, and ensure that these are adhered to.
- 4.23 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.
- 4.24 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.

General conduct

- 4.25 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.
- 4.26 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.

Declaration

I have read, understood and will adhere to these Terms and Conditions and the Fellows' Code of Conduct.

Signature.....

Date.....

Name.....