



Royal Society of Chemistry Apprenticeships Grant Scheme (“the Scheme”)

Terms and Conditions of Application

Definitions

“Apprentice” means a newly recruited individual (not a pre-existing employee) employed by the Business to undertake an Apprenticeship with a Training Provider pursuant to the Scheme.

“Apprenticeship” means an apprenticeship that is Government approved and the job role is undertaken within the chemical sciences. Acceptable apprenticeships include, but are not limited to:

- i. Life Sciences and Industrial Sciences Trailblazer Apprenticeships (Level 3+)
- ii. Nuclear trailblazer Apprenticeships (Level 3+)

“Apprenticeship Grant(s)” shall refer to:-

- (i) An award of £5,000 to the Business for recruiting an apprentice

“the Business” means a business which:-

- (i) Satisfies the RSC in terms of due diligence and checks
- (ii) Is a current member of EnterprisePlus;
- (iii) Has been trading for at least one (1) year without any registered CCJs;
- (iv) Has not recruited an Apprentice in the two (2) years preceding the application;
- (v) Will directly employ the Apprentice.

“Training Provider” means an educational institution in the UK that has been approved by the Government to deliver apprenticeships.

“Eligibility Criteria” means an Apprentice, undertaking an Apprenticeship with a Business and a Training Provider.

1. The Royal Society of Chemistry (“RSC”) reserves the right to reject any application that does not meet the Eligibility Criteria for the Scheme
2. The RSC reserves the right to withdraw any Apprenticeship Grant awarded to a Business should the Business and/or Applicant fail to meet the Eligibility Criteria at any time during the Apprenticeship.
3. If a Business is eligible for the Apprenticeship Grant, the Business will be required to sign and return the apprenticeship start form which incorporates these Terms and Conditions before the Apprenticeship Grant will be payable.
4. The RSC reserves the right to withdraw, suspend or amend the Scheme at any time without notice.
5. The RSC reserves the right to amend these Terms and Conditions of Application from time to time by providing an updated version on the RSC website; such Terms and Conditions of Application as amended will be binding upon any Business that has been awarded the Apprenticeship Grant from the date they are uploaded to the RSC website. It is the responsibility of the Business to check the RSC website from time to time to satisfy itself that it continually complies with the RSC’s Terms and Conditions of Application.

6. Subject to meeting the Eligibility Criteria, a Business (including any holding, group or subsidiary company/business) is restricted to applying for one Apprenticeship Grant at any given time.
7. The RSC reserves the right to verify the EnterprisePlus and Companies House status of any Business that makes an application for the Apprenticeship Grant.
8. Any Apprenticeship to be undertaken as part of the Apprenticeship Grant must be for a minimum of thirty (30) hours per working week and the Business must enter a written apprenticeship agreement with the Apprentice. The Business will be responsible for directly employing the Apprentice and ensuring that the employment contract is for the duration of the Apprenticeship.
9. The Business, as the Apprentice's employer, must ensure that it complies with all relevant employment and health and safety legislation. The Business will provide documentation confirming such compliance to the RSC on request.
10. The Business will encourage the Apprentice to apply for RSC affiliate membership at the start of the Apprenticeship., the RSC will cover the cost of any fees associated with the application for membership.
11. Upon completion of the Apprenticeship, the Business shall encourage the Apprentice to apply for either Registered Science Technician (RSciTech) or Registered Scientist (RSci) professional awards. In the event that the Apprentice does make such an application, the RSC will cover the cost of any fees associated with the application for professional award.
12. The Business shall allow the Apprentice to act as an ambassador for the RSC and the Scheme. This may include the Apprentice participating in RSC led events.
13. The Business shall advise the RSC immediately if an Apprentice withdraws from the Apprenticeship (for whatever reason), or if the Apprentice's employment under the Apprenticeship is terminated (for whatever reason), before the Apprenticeship is complete. In the event that the Apprentice withdraws from the Apprenticeship or the Apprentice's employment is terminated before the Apprenticeship is complete, the RSC reserves the right to request a reimbursement of a reasonable proportion of the Apprenticeship Grant on a pro-rata basis, which will be payable to the RSC within 30 days of the Business receiving such a request.
14. Subject to paragraph 19 below, the Business will complete and submit a feedback form to the RSC on request at the end of the Apprenticeship. The RSC will provide the Business with the form to be completed when the request is made.
15. Subject to paragraph 19 below, the Business agrees to participate in any relevant marketing, evaluation and publicity activities associated with the Apprenticeship Grant.
16. Neither the Business nor the RSC will be entitled to use, or make reference to, the name, branding or logo of the other without the other's prior written consent.
17. The RSC will offer support and guidance to the Business with regards to initial stages of organising an Apprenticeship. The RSC will assist the Business with identification of the Apprenticeship job description, the type of Apprenticeship/course and/or Training Provider.
18. The RSC is not a professional advice body for Apprenticeships or Businesses, and does not provide employment, legal, financial or commercial advice in respect of the same. The RSC does not hold itself out as having specialist knowledge, experience or skills in this respect. The RSC shall not be liable to the Business for any misrepresentation, negligence (professional or otherwise) or misstatement in this regard.
19. The Business shall inform the RSC at the time of submission if any information submitted to the RSC is confidential and subject to the duty of confidentiality; where appropriate identifying the relevant parts of information that are confidential. In the event that the Business does not inform the RSC of the confidential nature of information supplied, the RSC shall be under no duty or obligation to keep such information confidential.
20. The Business shall use the Apprenticeship Grant towards the cost of an Apprenticeship only. The Business shall not use the award for any other purpose.

21. The RSC is registered under the Data Protection Act 1998 (DPA)-. The RSC collects, stores and processes data in accordance with the DPA and the General Data Protection Regulations 2016/679 (GDPR) (when they come into force). The Business shall ensure that, prior to any transfer or sharing of their personal data, the Apprentice consents to any such transfer or sharing as required by these Terms and Conditions. The Business shall ensure that any such transfer or sharing of the Apprentices personal data is minimised in so far as is reasonably possible, such as removing all personal data save for the Apprentice's name. The RSC will comply with the requirements of the DPA and GDPR in storing and processing of any such personal data for the purposes of the Apprenticeship Grant.
22. The Business shall comply with the attached Anti-Bribery obligations and RSC Associate's Code of Conduct at all times during the Apprenticeship.
23. The Business shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Business, arising out of the Business' performance of these terms, including but not limited to death or personal injury, loss of or damage to equipment or any other loss. The Business will provide documentation confirming the Business' insurance position to the RSC upon request.
24. Subject to the Business meeting the Eligibility Criteria and providing a signed copy of the apprenticeship start form including agreement to these Terms and Conditions of Application, the RSC shall only be obliged to make payment of the Apprenticeship Grant to the Business following receipt of the following documentation from the Business:-
 - (i) a copy of the apprenticeship agreement properly executed on behalf of the Business and the Apprentice;
 - (ii) written proof of the Apprentice having started the course with the Training Provider
25. The total sum available for any successful application for an Apprenticeship Grant award is £5,000. The award shall be paid to the Business following the Apprentice's completion of 3 months' of the Apprenticeship. In the event that the Apprentice withdraws from the Apprenticeship or their employment is terminated, for whatever reason, before they have completed 3 months of the Apprenticeship, the RSC shall not be obliged to make payment of the award or any associated costs/losses of the Business.
26. The award shall be paid to the Business as follows:-
 - i) 100% on completion of 3 months' of Apprenticeship.
27. Without prejudice to the RSC's other rights and remedies, the RSC may at its sole discretion withhold, suspend or reduce payment of all or any part of the award if:
 - i. the Business fails to meet these Terms and Conditions of Application;
 - ii. the Business uses the award or any part of it for purposes other than those for which they have been awarded;
 - iii. the Business fails to comply, or ceases to comply, with any eligibility criteria for the award notified to it by RSC;
 - iv. the Business provides RSC with any misleading or inaccurate information;
 - v. the Business fails to comply with its obligations under the Anti-Bribery Obligations and RSC Code of Conduct for Associates and/or there is any financial irregularity or fraud associated with the Apprenticeship delivery;
 - vi. there has been any overpayment of the award;

- vii. the Business and/or any of its staff and sub-contractors, have acted dishonestly or negligently at any time and directly or indirectly, and/or taken any actions which, in the reasonable opinion of RSC, bring or are likely to bring RSC's name or reputation into disrepute;
 - viii. the Business ceases to operate for any reason or becomes insolvent, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due;
 - ix. the Business is in material breach of any of these Terms and Conditions of Application;
 - x. this application by the Business was submitted unlawfully or fraudulently, in RSC's reasonable opinion;
 - xi. the Charity Commission direct repayment to RSC as a result of the Business' breach of this Agreement.
28. Wherever under these Terms and Conditions of Application any sum of money is recoverable from or payable by the Business (including any sum that the Business is liable to pay to the RSC in respect of any breach of these terms):
- i. the Business shall make repayment within 30 days of a demand should the RSC demand repayment of the award or any part of it; or
 - ii. the RSC may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Business under these terms.
29. The award is fully inclusive of any and all taxes that may be payable in connection with the award, receipt or use of the award. The Business shall be responsible for the deduction of any such taxes out of the award and in no circumstances shall the RSC be liable to pay any additional sums in respect of any such taxes.
30. Except as set out in these Terms and Conditions, the Business may not, without the prior written consent of the RSC, assign, transfer, sub-contract, charge, create a trust in, or deal in any other manner with all or any of its rights or obligations under these terms.
31. In the event that the Business fails to comply with any of its obligations and/or requirements of these Terms and Conditions, the RSC reserves its right to terminate the Apprenticeship Grant with immediate effect. If the RSC exercises its right to do so, the RSC shall also be entitled to reimbursement of a proportion of the Apprenticeship Grant that has already been paid to the Business, calculated on a pro-rata basis, and to be paid by the Business within 30 days of a request to do so.
32. The Business shall be liable for, and indemnify the RSC against, any employment related claim brought by the Apprentice in respect of the Apprenticeship; such indemnity shall include any direct or indirect costs, damages, loss, penalties, fines, claims and/or professional fees (on a full indemnity basis) incurred by the RSC in defending itself against any such claim.
33. The award of the Apprenticeship Grant shall not be construed as creating any kind of employer/employee relationship on the part of the RSC with respect to the Apprentice.
34. In the event of any complaint or dispute (which does not relate to the RSC's right to withhold payment(s)) arising between the parties in relation to these terms, the matter should first be referred for informal resolution between representatives of the parties. Should the complaint or dispute remain unresolved within 21 days of the matter first being referred, either party may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.
35. Neither party shall be in breach of these Terms and Conditions of Application if it is prevented from or delayed in carrying on its business by acts, events, omissions or accidents beyond its reasonable control (save that the Business shall be liable for, and shall not be excused on-performance of these terms due to, any breach by any agent and/or subcontractors).
36. These Terms and Conditions of Application shall be governed by and construed in accordance with the law of England and Wales, and the parties irrevocably submit to the exclusive jurisdiction of the English courts.