Royal Society of Chemistry Internship Grant Scheme ("the Scheme")

Terms and Conditions of Application

Definitions

“Intern” means a newly recruited individual (not a pre-existing employee) employed by the Business to undertake an Internship. The Intern should be a university graduates and postgraduates that have graduated within the last three (3) calendar years, or an individual who is returning from a career break.

“Internship Placement” means an intern placement at the Business in a technical role working on a project which has significant chemistry content with a defined outcome.

“Internship Grant” means an award of £4,000 (four thousand pounds sterling GBP) to be used by the Business solely to assist fund the salary of an Intern undertaking an Internship Placement.

Eligibility Criteria

“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 Intern in the two (2) years preceding the application;
(v) Will directly employ the Intern.

1. Subject to meeting the Eligibility Criteria, a Business (including any holding, group or subsidiary company/business) is restricted to receiving one Internship Grant per calendar year.

2. The RSC reserves the right to verify the EnterprisePlus and Companies House status of any Business that makes an application for the Internship Grant.

3. The Royal Society of Chemistry ("RSC") reserves the right to reject any application that does not meet the Eligibility Criteria for the Scheme.

4. The RSC will review all submitted application forms and will notify all applicant Businesses whether or not they have been successful in being short-listed. Any short-listed Businesses may be visited by an RSC representative in order for the RSC to assess whether the Business has adequate space and resources to be able to offer the Internship Placement and is complying with all health and safety requirements. If the RSC has any serious concerns as to the Business’s suitability, then the RSC may advise the Business that it is no longer eligible for the Internships Grant Scheme. The RSC’s decision will be final.

Terms of the Scheme

5. The RSC reserves the right to withdraw, suspend or amend the Scheme at any time without notice. If we amend, suspend or withdraw the scheme and we have already awarded an Internship Grant to the Business, then we will not withdraw or suspend that Internship Grant from the Business.

6. 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 applied or been awarded the Internship Grant from the date they are uploaded to the RSC
Terms of the Placement

7. Any Internship to be undertaken as part of the Internship Grant must be for a minimum of 30 (thirty) hours per working week and the Business must enter a written internship agreement or some other form of formal employment contract, with the Intern. The Business will be responsible for directly employing the Intern and ensuring that their internship agreement or employment contract is for the duration of the Internship Placement.

8. As Intern’s employer, the Business will be responsible for reviewing the Intern’s original passport and ensuring that the Intern has the legal right to be employed in the UK.

9. The Business, as the Intern’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 must provide a supervisor or manager (ideally an RSC member) who has the requisite level of supervisory experience and technical expertise to support the Intern during the Internship Placement.

11. The Business will encourage and support the Intern to apply for RSC membership at the start of the Internship Placement. The RSC will cover the cost of RSC membership for the Intern for one calendar year; should the Intern wish to renew its RSC membership after this calendar year, it will be for the Intern and/or the Business to cover the cost directly.

Branding and marketing

12. The Business shall allow the Intern to act as an ambassador for the RSC and the Scheme. This may include the Intern participating in RSC led events.

13. Subject to paragraph 16 and 28 below, the Business will complete an online report to the RSC at the end of, or during, the Internship, or upon reasonable request. The RSC will provide the Business with a template for this.

14. Subject to paragraph 16 below, the Business agrees to participate in any relevant marketing, evaluation and publicity activities associated with the Internship Grant.

15. The RSC name, branding or logo may be used on work or documents created by the Intern during their Internship Placement. The RSC will provide the required branding and logo to the Business. The Business will use the RSC name, branding and logo solely for the purposes of marking work or documents created by the Intern during the Internship Placement; the Business shall not use the RSC name, branding and logo for any other purpose without the prior written consent of the RSC. The RSC may give the Business instructions from time to time, with respect to its use of, or cessation of use of, the RSC name, branding or logo. For the avoidance of doubt, the RSC name, branding and logo will remain property of the RSC and the Business shall not acquire any rights in the same.

Confidentiality

16. The Business shall inform the RSC at the time of submission if any information submitted to the RSC is confidential and subject to a duty of confidentiality between the organisations; where appropriate, the Business should clearly identify the relevant parts of information that are to be treated as 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.

Intern Recruitment

17. The RSC will offer guidance to the Business with regards to recruitment of the Intern and may agree to promote the Internship Placement vacancy via Chemistry World Jobs and relevant RSC social media outlets. In the event that the RSC does so agree to promote the vacancy, the Business shall provide the RSC with the vacancy information upon request. The RSC may, at its discretion, amend or vary the vacancy advertisement provided by
the Business in the event the vacancy advertisement is unsuitable or to meet its policy on use social media/website(s).

18. The Business will be solely responsible for the Intern recruitment process. The RSC may provide guidance to the Business on the recruitment of the Intern, but shall not be liable to the Business for any failure, act or omission, howsoever arising, in the Intern recruitment process. The Business accepts sole responsibility and liability in this respect.

19. The RSC is not a professional advice body for Internships or Businesses, and does not provide employment, legal, financial or commercial advice in any professional capacity with regard to 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 relation to any guidance or support it provides to the Business.

20. The Business shall use the Internship Grant solely to assist with the payment of a salary for the Intern during the Internship Placement. The Business shall not use the Internship Grant for any other purpose.

Data Protection and Code of Conduct

21. The RSC is registered with the Information Commissioners Office. The RSC collects, stores and processes personal data in accordance with the General Data Protection Regulations 2016/679 (GDPR). Further information on how the RSC does this can be found in our Data Privacy and Data Retention policies, here: http://www.rsc.org/help-legal/legal/privacy/

22. Terminology or reference to terms such as Data Controller, Personal Data, Data Processor, consent, collecting, storing, processing, transferring and sharing shall have the meaning(s) given by the GDPR.

23. The Business, as the Data Controller, shall ensure that prior to any transfer or sharing of Personal Data as part of any Internship Placement, they have a legitimate reason for collecting, storing, processing, transferring or sharing that Personal Data, which may include obtaining the express consent of any individual involved (including the Intern). The Business shall ensure that the volume or extent of Personal Data involved in any such transfer or share is minimised in so far as is reasonably possible (such as removing all personal data save for the Intern's name, for example). The Business shall ensure that it complies with the requirements of the GDPR in all respects with regard to the collection, storage, processing, transfer or sharing of such Personal Data. The Business shall be responsible for ensuring compliance of its employees, agents, subcontractors or third parties acting on its behalf, with its obligations under these Terms and Conditions.

24. The RSC may act as a Data Processor on behalf of the Business with regard to any Personal Data provided for the purpose of the Internship Grant. The RSC will comply with the requirements of the GDPR in storing and processing that personal data in this respect.

25. Any information (including the Business’ application for the Internship Grant), personal data of the Intern and any contract of employment provided by the Business for the purposes of clause 28, shall be deleted and/or destroyed a period of 1 (one) calendar year following completion of the Internship Placement (whether the Internship Placement period has come to a natural end, it has been terminated early or otherwise concluded). The RSC is required to retain this information for a period of at least 1 (one) calendar year to meet its audit requirements.

26. The Business shall comply with the attached Anti-Bribery obligations and RSC Associate’s Code of Conduct at all times during the Internship Placement.

27. 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 or in connection with the Business’ obligations under these Terms and Conditions, including but not limited to employers liability, 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.
Reporting and other obligations

28. In addition to its other obligations, the Business shall provide information and report to the RSC as follows:

At the start of the Internship:

   (i) a copy of the online Internship Placement start form (this form will be provided by the RSC) together with a copy of the Intern’s contract of employment with the Business;

During the Internship:

   (ii) If the Internship Placement is for a period of up to 3 (three) months, the online report will need to be completed at the end of the Internship Placement (i.e. at the end of the 3 (three) months);

   (iii) If the Internship Placement is for a period of 3 (three) to 6 (six) months, the online report will need to be completed at the end of the Internship Placement (i.e. at the end of the 6 (six) months).

29. The Business shall advise the RSC forthwith of any known or potential claim(s), dispute(s), accident(s), data security breaches and/or complaint(s) raised by the Intern, on behalf of the Intern, or in relation to the Internship Placement generally.

30. The Business shall advise the RSC forthwith in the event that it withdraws from the Internship Placement, or in the event that the Internship Placement is terminated early, howsoever termination arises.

Payment Terms

31. The total sum available for any successful application for an Internship Grant award is £4,000 (four thousand pounds sterling GBP). The Internship Grant shall be payable in one lump sum to the Business in accordance with clause 32 below.

32. The Internship Grant shall only be payable to the Business if:

   (i) The Business has complied with, and accepted the requirements of, the Terms and Conditions of Application;

   (ii) The Business continues to meet the Eligibility Criteria;

   (iii) The Business has supplied the RSC with all requisite information, including the information required by clause 28;

   (iv) The Intern has successfully completed at least 3 (three) months’ of the Internship Placement

   (where the Internship Placement is 3 (three) months in duration, this will result in payment of the Internship Grant at the end of the Internship Placement; where the Internship Placement is between 3 (three) and 6 (six) months in duration, the Internship Grant shall be paid on the 3 (three) month anniversary (+/- 3 days) of the commencement date of the Intern/Internship Placement).

33. In the event that the Intern withdraws from the Internship Placement, or the Internship Placement is otherwise terminated (for whatever reason) before the Intern has completed 3 (three) months of the Internship Placement, the RSC shall not be obliged to make payment of the Internship Grant, or any part thereof, or any associated costs/losses of the Business.

34. 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 Internship Grant if:

   i. the Business fails to meet these Terms and Conditions of Application;
ii. the Business uses the Internship Grant 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 Internship Placement 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.

35. 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 (thirty) 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.

36. The Internship Grant is fully inclusive of any and all taxes that may be payable in connection with the Internship Grant, receipt or use of the Internship Grant. The Business shall be responsible for the deduction of any such taxes out of the Internship Grant and in no circumstances shall the RSC be liable to pay any additional sums in respect of any such taxes.

37. 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 Internship 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 Internship Grant that has already been paid to the Business, calculated on a pro-rata basis.

Liability and Indemnity

38. The Business shall be liable for, and indemnify the RSC against, any employment related claims brought by the Intern or on behalf of the Intern in respect of the Internship Placement; 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.

39. The Speaker expressly acknowledges that the provisions of these Terms and Conditions of Application satisfy the requirements of reasonableness specified in the Unfair Contract Terms Act 1977 and that it shall be estopped from claiming the contrary at any future date in the event of any dispute with the RSC concerning the Business’ liability hereunder.
40. Any offer of employment following completion of the Internship shall be a matter of negotiation between the Business and the Intern only. The Business will not be required to pay any fee to the RSC and the RSC shall not be liable to either the Business or the Intern in respect of any claims, costs, taxes, losses, damages or otherwise in relation to any such offer (or lack of) of employment.

41. In the event that the RSC is found to be liable to the Business in respect of any claim, damages, loss, penalties, fines, claims and/or professional fees, the RSC’s total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the Internship Grant shall in all circumstances be limited to £20,000 (twenty thousand pounds sterling GBP).

General

42. The award of the Internship Grant shall not be construed as creating any kind of employer/employee relationship on the part of the RSC with respect to the Intern.

43. The Business shall have no authority to incur any liability or make any commitment for the RSC and will not hold itself out as having such authority.

44. 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 for the Internship Grant and/or under these Terms and Conditions.

45. 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 (twenty one) 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.

46. 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).

47. Any notice to be provided by the Business to the RSC in accordance with its obligations under these Terms and Conditions should be in writing and either sent by pre-paid first-class letter, delivered by hand or sent by facsimile or by email (enterpriseplus@rsc.org). Notice sent by first-class post shall be deemed to have been served 2 (two) working days after the date of posting. Notice delivered by hand, facsimile or email shall be treated as being received on the day it's delivered unless delivery occurs outside the normal working hours of the recipient, in which case delivery shall be treated as having occurred on the next working day.

48. These Terms and Conditions of Application, and all aspects and interpretation of the parties’ relationship, shall be governed by and construed in accordance with the law of England and Wales, and the parties agree to irrevocably submit to the exclusive jurisdiction of the English courts.