



Heart Research UK and Subway®

Healthy Heart Grant Terms and Conditions

1. Grant conditions

- 1.1 Healthy Heart Grants (each being a **'Grant'**) are awarded by Heart Research UK in partnership with the Subway® stores chain, administered and managed by Heart Research UK (registered charity number 1044821), (the **'Charity'**) as part of its Healthy Heart initiatives.
- 1.2 Grants will only be awarded for new, innovative projects which specifically and actively promote healthy heart or the prevention or reduction of risk of heart disease, (each being a **'Project'**).
- 1.3 Grants are awarded entirely at the **Heart Research UK and Subway® Panel's** (the **'Panel'**) discretion. The Panel's decision is final and no correspondence will be entered into regarding unsuccessful applications.
- 1.4 Applications for a Healthy Heart Grant will only be considered if:
 - (a) The organisation applying for the HH Grant (**'Grant Applicant'**) is located in the UK and the project is based in the UK;
 - (b) Both the individual completing the Grant Application Form and/or individual(s) responsible for running the project act entirely on behalf of and with the authority of the Grant Applicant;
 - (c) The Grant Applicant is a non-profit making organisation and is not a private sector organisation or an organisation funded by public monies (e.g. schools);

The Charity having no liability to the Grant Applicant for any delay in receipt of the Grant Application Form;
 - (d) The Grant is being applied for in respect of a project running for a minimum of 6 month and no longer than 12 months and is a new project or cohort and not a continuing or existing activity.
- 1.5 The types of costs and expenditure in relation to a Project for which a Grant may or may not be awarded are detailed in Clause 5 below.

2. The Application Process

- 2.1 All applications made in compliance with the conditions specified in Clause 1 above will be considered by the Charity and, of those, a short list will be drawn up to progress to a second stage of the application process. Grant Applicants will be notified whether or not their

application has been shortlisted, but the Charity will not provide any feedback to unsuccessful applicants.

2.2 Shortlisted Grant Applicants will be required to attend and give a short presentation to the Charity's Healthy Heart Grant Review Panel at a date to be published on the charity's website.

2.3 Upon determination of a Grant award, the Charity shall notify the Grant Applicant of the outcome of their application, but the Charity will not provide any feedback to unsuccessful applicants.

2.4 If, at any time following submission of a Grant Application Form (whether prior to the award of a Grant or afterwards), any change occurs in relation to:

(a) the Grant Applicant;

(b) the individual(s) identified as acting on behalf of the Grant Applicant, either in making the Grant application or identified as being responsible for managing the Project or is engaged in delivering the Project;

(c) the Project, Project budget or intended Project start date or timescales including duration; or

(d) the Grant Applicant's financial standing;

all such changes must be notified to the Charity in writing as soon as reasonably practicable and, wherever possible in advance of changes occurring.

2.5 Any changes must be agreed by the Charity in writing before commencement of any such changes.

3. The Grant Award, Reporting and Invoicing

3.1 Successful Grant Applicants will be sent a formal Grant Offer by email. The awarding of the Grant will be confirmed subject to the Grant Applicant's confirmation of acceptance of these Terms, by returning the Grant Acceptance Form.

3.2 Upon receipt of the Grant Applicant's returned and completed Grant Acceptance Form, the Grant Applicant will be regarded as a Grant Holder for the purposes of these Terms.

3.3 Unless otherwise agreed, any Project for which a Grant is awarded by the Charity must commence within 6 months of the Grant Offer.

3.4 Unless timings are agreed otherwise, the Grant Holder must submit 3 updates to the Charity using the templates or processes issued by the Charity, providing the detailed information requested, including, but not limited to, details of all expenditure to date and supporting third party invoices where applicable, together with a corresponding invoice for each payment instalment of the Grant.

3.5 Grant payments will be made by the Charity to the Grant Holder within 6 weeks of receipt of the invoice, and upon satisfactory reporting and outcomes of the Project in accordance with these Terms and all other applicable conditions of the Grant.

4. Grant Termination or Withholding

4.1 A Grant, or any part of it, may be withheld or terminated at any time by the Charity, or additional conditions to its continued payment may be applied by the Charity at any time in the event that:

- (a) the Project does not commence or proceed in the manner or in accordance with the timescales or budget specified in the Grant Holder's Grant Application Form and accompanying documents;
- (b) any of the information provided by or on behalf of the Grant Holder to the Charity, whether during the Grant application process or the delivery of the Project, is or has been, in the Charity's opinion, unsatisfactory;
- (c) satisfactory Project Reports are not provided by the Grant Holder to the Charity by the due dates, on the templates provided, or with the necessary detail required in accordance with Clause 3;
- (d) outcomes are not achieved, being achieved or, in the Charity's entire discretion, are not likely to be achieved;
- (e) any conditions of the Grant specified in these Terms, (or in any other governing documents such as the Grant Offer), are no longer satisfied by the Grant Holder or the Project to which the Grant relates.

5. Project-related Expenditure

5.1 A Grant will only be awarded and may only be used by the Grant Holder to fund, entirely at the Charity's discretion, the following types of expenditure relating to a Project and as a minimum requirement being subject to the following conditions:

- (a) Equipment, provided that:
 - (i) it is to be used solely for the purposes of the Project during the lifetime of the project and must carry the Heart Research UK stickers provided; and
 - (ii) the value of such equipment constitutes no more than the lesser of either 50% of the Grant applied for in relation to the Project as a whole, or £2,000; and
 - (iii) any commercial revenue generated by the Grant Holder must be notified to the Charity in advance and where such revenue is generated from the use of the equipment outside the Project, it will be shared equally between the Charity and the Grant Holder or in such other proportion as is agreed in writing in advance by the Charity and the Grant Holder;
- (b) travel costs only to the extent they are solely attributable to and necessary for the purposes of the Project;
- (c) contributions to staff salaries or consultant fees only to the extent that:
 - (i) the individuals identified are directly engaged in the delivery of the Project;
 - (ii) a breakdown of fees are clearly detailed in the budget in the Grant Application Form; and
 - (iii) such costs remain fixed without provision being made for any additional pay or fee increases during the performance of the Project;
 - (iv) no grant shall be given towards Grant Holder overheads or Grant Holder salaries covered by existing funding.
 - (v) no more than 50% of the total grant amount can be allocated to a single salary and no more than 75% of the total grant amount can be allocated to multiple salaries.

(d) VAT charges for all costs are included in the Grant Application.

6. Project Performance

6.1 For the duration of any Project and any Grant, the Grant Holder(s) shall remain responsible and liable at all times for the proper and compliant performance of the Project.

6.2 The Grant Holder warrants that all employees, consultants, agents, subcontractors, volunteers or other individuals engaged in performing or taking part in the Project (**'Project Personnel'**) are appropriately qualified, experienced and insured for the activities engaged in as part of the Project.

6.3 The Grant Holder warrants to Heart Research UK and Subway® that it shall ensure that all Project Personnel shall:

- (a) deliver the Project using reasonable care and skill and in accordance with generally recognised commercial practices and standards;
- (b) deliver the Project in conformity with all descriptions, timetables, budgets and specifications provided to the Charity by the Grant Holder; and
- (c) the Project will be operated and performed in accordance with all applicable legislation from time to time in force, including in compliance with any necessary consents, licences or approvals.

6.4 If the Project involves activities which constitute 'Regulated Activity' (as such term is defined in the Safeguarding Vulnerable Groups Act 2006), the Grant Holder warrants that at all times it has no reason to believe that any Project Personnel who is or will be employed or engaged by the Grant Holder in the provision of the Project is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 as amended from time to time and the Grant Holder shall:

- (a) ensure that all Project Personnel engaged in such Regulated Activity are subject to a valid enhanced disclosure check for regulated activity undertaken through the Disclosure and Barring Service;
- (b) monitor the level and validity of the checks under this Clause 6.4 for each Project Personnel so engaged;
- (c) not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to individuals involved in the Project;
- (d) immediately notify the Charity of any information that it reasonably requests to enable it to be satisfied that the obligations of this Clause 6.4 have been met.

7. Branding, IP and Data Protection

7.1 All publications, media coverage or social media engagement in relation to the Project must:

- (a) only be created and used, subject to the Charity's prior approval and provision to the Charity of duplicate copies, and in accordance with the Healthy Heart Communications Guidelines (a copy of which will be provided to the Grant Holder with the Grant Offer); and

- (b) include acknowledgement of the Charity's funding by using the following designation "Project funded thanks to a Heart Research UK and Subway® Healthy Heart Grant", or wording otherwise agreed with the Charity prior to use, in a reasonably prominent position.

7.2 The Grant Holder must:

- (a) notify the Charity in advance of any photo opportunities, key dates, events or publication opportunities in relation to the Project;
- (b) participate in or contribute to such publications, media coverage or social media engagement as the Charity reasonably requests from time to time; and
- (c) be GDPR compliant.

7.3 Any intellectual property rights created or developed by the Grant Holder and/or any Project Personnel shall remain the property of the Grant Holder.

7.4 The ownership of intellectual property rights confirmed in Clause 7.3 will be the case:

- (a) whether such rights are created or developed as a result of the performance of the Project or in relation to promotional materials used in connection with the Project (save to the extent it utilises any intellectual property rights including but not limited to logos, trade-marks or data owned and provided to it by the Charity as detailed in the Healthy Heart Grant Communications Guidelines); and
- (b) provided that any commercial revenue generated by the Grant Holder from the use of such intellectual property rights outside the Project is shared equally between the Grant Holder and the Charity or in such other proportion as is agreed in writing in advance by the Charity and the Grant Holder.

7.5 If the Project involves the collection of personal data (as such term is defined in the Data Protection Act 1998 as amended and supplemented from time to time), and which includes without limitation the taking of photographs of individuals in connection with the Project by the Grant Holder, the Grant Holder shall ensure such personal data is processed at all times in compliance with the Data Protection Act 1998, (as such term is defined in the Data Protection Act 1998 as amended and supplemented from time to time), as the 'data controller' in relation to such personal data.

8. Limitations of Liability and Indemnity

- 8.1 Without prejudice to its rights to terminate or withhold the Grant (or any part of it) under these Terms, the Charity's liability shall be limited in any event to the total sum of the Grant awarded in the Grant Offer Letter.
- 8.2 The Charity shall have no liability for the performance or lack of performance of the Project, any outcomes of the Project or any liabilities arising as a result of the Project.
- 8.3 The Grant Holder shall at all times remain liable for the acts and/or omissions of any Project Personnel as if they were the acts and/or omissions of the Grant Holder itself.
- 8.4 The Grant Holder agrees to indemnify and keep indemnified Heart Research UK and Subway® against any and all claims, damages, losses (including without limitation any direct or indirect consequential losses or loss of reputation or goodwill), demands, expenses, fines, judgments, penalties and proceedings and any other losses and/or liabilities (including without limitation

legal costs on a full indemnity basis) suffered and/or incurred by the Charity and arising from or due to any breach of contract, any tortious act and/or omission and/or any breach of statutory duty by the Grant Holder.

9. General

- 9.1 The Grant is specifically made to the Grant Holder and the Grant Holder shall not assign, charge, subcontract or otherwise attempt to transfer or deal in its interest in the Grant or the Terms governing it without the prior written consent of the Charity.
- 9.2 None of these Terms shall be enforceable by any person who is not a party to them.
- 9.3 These Terms and the Grant awarded subject to them is governed by and interpreted in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts.