

## Terms and Conditions

### 1 The Grant

- 1.1 All grant applications must:
  - 1.1.1 be compliant with the objectives and policies of Heart Research UK (HRUK), the Charity, as set out in the Research Grant Policy Statement and
  - 1.1.2 comply with these Terms and Conditions
- 1.2 The Principal Applicant, who if the grant application is successful will be the Grant Holder, and their Host Institution agree to and agree to conform to these Terms and Conditions.
- 1.3 Applications for research grants are considered by the Heart Research UK Medical Review Panel (the 'Review Panel' which is comprised of medical trustees of the Charity and medical and scientific advisers). The Review Panel meets annually and makes recommendations to the Board of Trustees. The Trustees' decision will be final as regards the awarding or not awarding of research grants.
- 1.4 All grant applications must be submitted on the appropriate HRUK Grant Application Form (the 'Application Form') by the deadline (if any) stated in any advertisement or communicated to the Applicant.
- 1.5 All grant applications will be considered on a merit and need basis and any available research funds will be awarded on this basis.
- 1.6 The Charity and consequently the Review Panel support the Principles of Peer Review issued by the Association of Medical Research Charities [www.amrc.org.uk](http://www.amrc.org.uk)
- 1.7 The Charity will not enter into any further communication or correspondence regarding the decisions of the Trustees.

### 2 The Applicant

- 2.1 Grant Applicants must be graduates or hold a suitable professional qualification unless otherwise approved by prior notice in writing by the Charity.
- 2.2 Any person in receipt of or otherwise funded by a research grant awarded by HRUK including, without limitation, the Grant Holder and research workers, if any, will not without the prior written consent of the Charity be in receipt of any emolument or financial assistance in whatever form from any other source in respect of the research for which the HRUK grant is awarded and will not use or permit the research grant to be used to meet overhead or indirect costs of any person save with and to the extent of any prior written consent of the Charity.
- 2.3 The Grant Holder must notify the Charity immediately in writing, with an explanation of, and justification for, any delay or change to the project commencement date. If the project does not commence within 12 months of the grant award date, the Charity reserves the right to withdraw

the grant. The Grant Holder must also notify HRUK of any delays or interruptions to the research. In the event of any delay or interruption, HRUK reserves the right to review the grant, make recommendations or changes, and to terminate the grant, if appropriate.

- 2.4 If the Grant Holder moves to a different Host Institution during the tenure of a Heart Research UK research grant, the research grant and any materials/equipment purchased for the research using the research grant may move with the Grant Holder subject to the prior written consent of the Charity which will not be unreasonably withheld. All parties concerned, including the outgoing and incoming Host Institutions will be consulted on the move and Heart Research UK will make a final decision on whether, and to what extent, the research will continue. The Charity will not fund any additional costs arising from such a move.
- 2.5 If the assistance and/or collaboration of other scientists or clinicians, not directly funded under the research grant, is essential to the conduct of the research project then the Applicant must obtain the prior written approval of the Charity for the detail of such third party's involvement. Those working in collaboration with the Applicant must agree by confirmation in writing to the Charity to work under these Terms and Conditions.
- 2.6 External peer-review is vital to the grant-giving process as this is widely accepted to be the most effective way for charities to decide which research to fund. The Grant Holder is expected to assist the Charity by acting as an external peer-reviewer for grant applications when requested to do so.

### **3 Acceptance of the Grant**

- 3.1 The Grant Applicant must obtain the Host Institution's approval, on the Application Form for the research funding, to the undertaking of the research project on and subject to these Terms and Conditions. The individual signing on behalf of the Host Institution must have the requisite authority to do so.
- 3.2 The site or institution where the research is to be performed must be within the United Kingdom. It is agreed that Representatives of the Charity will be entitled to inspect the site of the research at any mutually convenient time and that the Host Institution will make all necessary health and safety provision to facilitate this.

### **4 Research Workers**

- 4.1 The terms of the research grant may provide that research workers are either wholly or only partly engaged on the Charity funded research.
- 4.2 The Charity will not modify the terms of any research grant to take account of any change in the conditions of employment or engagement of any research worker. Annual pay awards should be factored into the calculations where applicable.
- 4.3 It is acknowledged by the Host Institution and the Grant Applicant that the Charity does not itself employ or engage any research workers or undertake any research and the Host Institution holds the Charity harmless for any claims made in respect of any actual or alleged such employment or engagement or research.
- 4.4 In any advertisement for research workers to be appointed under this grant, the Institution must state that the project is funded by Heart Research UK.
- 4.5 The institution will notify the Charity promptly in writing, details of appointments made and any changes in the engagement of any research worker. Grant Holders must obtain the Charity's written approval to place a grant on hold, for example while a replacement is found for a member of staff who has left, or for periods of maternity/paternity leave.

## **5 Travel**

- 5.1 The Charity will consider supporting the costs of attendance at scientific meetings or conferences for dissemination of findings.
- 5.2 The Grant Holder must apply for such funding and obtain the Charity's written approval before the meeting by returning a completed HRUK Travel Grant Request Form at least six weeks before the event.
- 5.3 A maximum of £1,000 per grant is allowed for authorised attendance at meetings or conferences relevant to the grant. Receipts or other evidence of the costs of travel must be provided and reimbursement will be made after we have received a 1-page report on the event.

## **6 Equipment**

- 6.1 An application for equipment costs, up to a maximum of £10,000, in a research grant application, must include full details of the proposed equipment, together with evidence of the known or estimated cost (e.g. suppliers' quotes) and must state where in the Host Institution (or other organisation) it is to be located.
- 6.2 Grants for equipment alone are not funded by the Charity.
- 6.3 The Host Institution agrees that the equipment paid for under the terms of the research grant will be fully insured by the Host Institution and all renewal premiums paid. All maintenance and other incidental expenditure must be met by the Grant Holder and/or the Host Institution. The equipment must be clearly and visibly labelled at all times as being donated by the Charity if, and to the extent, that this is the case.
- 6.4 Any equipment provided as part of the research grant is donated to the department or school of the Host Institution in which the Grant Holder works, subject to 2.4, solely for the benefit of the Grant Holder's research project and for use solely in medical research, diagnosis or treatment.
- 6.5 At the end of the grant, equipment purchased as part of the research grant may be used to benefit further research. For a period of five years from the grant end date, Heart Research UK should be acknowledged in any publications resulting from research which utilised the equipment.
- 6.6 The Charity will not reimburse VAT on the purchase of any authorised equipment covered by the grant award and VAT charges must be excluded when making an application for equipment (see 9.6).
- 6.7 If the equipment provided by the Charity is used for commercial gain i.e. where a charge is levied by the Host Institution either to other departments or cost centres of the host institution or third parties (whether in the context of full economic costing or otherwise) then the Charity's prior written approval for this will be required and will be conditional upon the Charity sharing in any resulting advantageous financial payments to or within the Host Institution.

## **7 Reporting and Publication**

- 7.1 The Grant Holder will supply the Charity with annual progress reports and will provide a final report within 6 months of the agreed end date of the grant. Grant Holders must follow the instructions set out in the HRUK Interim and Final Report forms and all reports must contain a non-technical lay summary suitable for use in explaining the research to the general public. Failure to supply these reports by the given deadline may cause the Charity to terminate further grant funding of the research, or delay or stop final payment.
- 7.2 The Charity wants the research it funds to have the greatest possible impact in order to maximise both its reach and benefit to patients, and encourages the publication of results in

open access journals which allows the outputs to be freely available to the broader scientific community and general public.

- 7.3 The research funding provided by Heart Research UK must be acknowledged in ALL publications and media coverage arising from or in respect of the research work. To enable improved tracking of the publications generated by funded research projects, this acknowledgement should be in a standard format for journal articles and take the form of a sentence with the Charity's name written in full followed by the grant reference number in square brackets, as follows:  
"This work was supported by Heart Research UK [Grant reference number XXXX]"
- 7.4 The Grant Holder will ensure that Heart Research UK is notified prior to any publicity being considered relating to the grant, so that the Charity can provide input and advice, and also for final sign-off.
- 7.5 The Grant Holder must be willing to participate (and the Host Institution shall facilitate) to a reasonable extent in press and media publicity and provide non-technical articles for inclusion in the Charity's printed literature. In addition, the Grant Holder is expected to give reasonable assistance to the Charity in its fundraising activities when requested to do so.
- 7.6 The Grant Holder must keep the Charity informed regarding any publications or presentations arising from or in respect of the research project. Copies of all published articles must be forwarded to the Head of Research of the Charity.
- 7.7 If intellectual property, know-how or information arising from the research project may be suitable for commercial exploitation, whether patentable or registerable or capable of legal protection or not, the Grant Holder and the Host Institution must obtain the Charity's prior written approval to any delay in presentation or publication of research outcomes considered by the Host Institution to be necessary to successful exploitation that is reasonably likely.
- 7.8 If the Grant Holder and/or Host Institution have applied for and not been refused the Charity's prior written approval to delay presentation or publication under 7.6 then the relevant research outcomes shall be treated by the parties as confidential for commercial and public benefit reasons.
- 7.9 The Grant Holder will, at the request of the Charity, provide a full breakdown of all expenditure incurred to date and an accurate estimate (as far as is possible) of future expenditure.
- 7.10 The Grant Holder is expected to provide reasonable assistance to the Charity in its evaluation of the project's impact after completion and receipt of the final report. As the real impact of research may only be recognised after the termination of a project, the Grant Holder will give reasonable information regarding the outcomes of, and any subsequent developments arising from, the project in the years following project completion.

## **8 Limitation of Liability**

- 8.1 The Charity will not be responsible financially or otherwise, for expenditure, claims for liabilities, arising out of the research funded by it.
- 8.2 Expenditure under any research grant will be governed by the normal standards and procedures of the Host Institution and must be managed in accordance with the prevailing audit, scrutiny and management arrangements of the Host Institution.
- 8.3 The Charity will not be liable for claims under any statute or at common law nor will it indemnify the Grant Applicant, the Grant Holder and/or the Host Institution against any claim for loss or damage or any other claim whatsoever or howsoever arising as a result of the funding of the research funded by the Charity or the Institution's liability as an employer.

- 8.4 If the Charity terminates a research grant under clause 11 prior to the expiration of grant period (and provided that the full amount of the grant has not yet been advanced) the Charity will be willing to consider making a proportionate contribution towards any reasonable expenses for redundancy or breach of contract on the written application of the Host Institution. Any such contribution shall not exceed the remaining amount of the research grant at the time of termination.
- 8.5 For the avoidance of doubt the Charity will not pay for administrative or other overheads imposed by the Host Institution whether on the basis of any full economic costing analysis or otherwise and it is agreed that such costs will not be included in the research grant application or met from the research grant.

## **9 Reimbursement**

- 9.1 The Institution will arrange for its Finance Department to submit quarterly in arrears appropriate invoices on the Institution's headed paper, detailing all costs incurred during the three month period within the limits agreed. The HRUK grant reference number and period covered by the claim must be quoted and costs shown separately as salaries (with approved staff name(s)), consumables and equipment, as appropriate. Claims for authorised equipment costs must be supported by evidence of the cost (e.g. supplier's invoice or receipt). Invoices which do not include the above essential information will not be accepted.
- 9.2 The Charity will not accept any finance or service charges imposed in respect of this arrangement, nor will it enter into any other method of reimbursement.
- 9.3 All invoices submitted under this clause 9 must be certified as correct by the Grant Holder and the appropriate and duly authorised finance or research officer of the Host Institution.
- 9.4 Employer's contributions in respect of national insurance and superannuation should be included in the grant and responsibility for these arrangements lies entirely with the Institution. Annual pay awards should be factored into the salary calculations where applicable.
- 9.5 The Charity will not cover payments for sick leave or maternity/paternity leave. A no-cost extension by the period of the leave may be granted in these circumstances in which case the Grant Holder must obtain the written approval of the Charity.
- 9.6 The Charity will not reimburse VAT and this should be excluded from the application. Certain goods and services purchased by an eligible body, when they are paid for using charitable or donated funds have a zero rate of VAT. See HM Revenue & Customs website for more information  
[www.gov.uk/government/publications/vat-notice-7016-charity-funded-equipment-for-medical-veterinary-etc-uses#P36\\_2901](http://www.gov.uk/government/publications/vat-notice-7016-charity-funded-equipment-for-medical-veterinary-etc-uses#P36_2901)
- 9.7 Total amounts agreed on a grant will not be increased and funds may not be vired between budget headings except under very exceptional circumstances and only with the prior written authorisation of HRUK.
- 9.8 A final claim must be submitted within six months of the agreed end date of the grant. No reimbursement will be made against claims received after this period. Unspent funds will be returned to the Charity and reallocated through the Charity's Medical Review Panels to new grants.
- 9.9 If the funds remaining on a grant fall below ten per cent of the total budget, payment of invoices will be withheld until the Charity is in receipt of a satisfactory final report.

## **10 Ethical Considerations**

- 10.1 The Applicant must state in the Application Form if the Host Institution's or other competent Ethics Committee's approval of the research project is required. If such approval is necessary,

written confirmation of the Ethics Committee's approval should be supplied to the Charity with the application. If ethical approval has not been given by the time an award is made, the grant will not be activated until the Charity is in receipt of a copy of the Ethics Committee's approval letter. The Institution accepts responsibility for ensuring that appropriate ethical approval is in place at all relevant times during the grant.

- 10.2 Heart Research UK supports the principles of the '3Rs' (reduction, replacement and refinement). The Charity will not fund research involving experimentation with live animals, unless all non-animal methodologies have been explored and there is no alternative.
- 10.3 Any Grant Applicant considering the use of live animals in a research project must state in the Application Form the following:
- 10.3.1 Why live animal experimentation is necessary to the research project and what alternatives have been considered; and
  - 10.3.2 What species the Grant Applicant requires and why it is the most appropriate species particularly if the animal is used as a model for a human physiological or pathological condition; and
  - 10.3.3 The number of animals required to provide significant results as to the effectiveness of the research project
  - 10.3.4 An explanation of how the principles of the '3Rs' (reduction, replacement and refinement) have been addressed.
- 10.4 In addition, if live animals are to be used in the research project the Charity requires confirmation in writing that:
- 10.4.1 The Host Institution holds (or is required not to hold) a Certificate of Designation under the Animals (Scientific Procedures) Act 1986 (the "Act").
  - 10.4.2 The Home Office has granted a Project Licence under the Act stating the Licensee, Home Office reference and date.
  - 10.4.3 The necessary personal licences are held or that they have been applied for.
- 10.4 Applications using animals under special protection (non-human primates, cats, dogs, equines) or raising any particular concerns will be referred by HRUK to NC3Rs for additional peer review. The Applicant will be required to provide answers to standard questions on the use of animals under special protection for use in the NC3Rs review.
- 10.5 Grant Applicants should refer to the 'Responsibility in the use of animals in bioscience research: Expectations of the major research council and charitable funding bodies' <http://www.nc3rs.org.uk/responsibility-use-animals-bioscience-research> and ARRIVE Guidelines (Animal Research: Reporting of *In Vivo* Experiments) <http://www.nc3rs.org.uk/arrive-guidelines>

## **11 Termination**

- 11.1 The Charity reserves the right to terminate immediately any grant made under these Terms and Conditions without prior notice to the Grant Holder as the Charity shall see fit in its own absolute discretion. In the event of such termination the Charity will reimburse the host institution for expenditure properly incurred under the research grant up to the date of termination but will not be liable for or indemnify the Grant Holder and/or the Host Institution against any charges or expenditure otherwise.

- 11.2 In the event of termination under Clause 11.1 the Charity will be entitled to receipt of the balance of any outstanding funds.

## **12 Intellectual property and commercial exploitation**

- 12.1 The primary purpose of Heart Research UK is to fund research into the causes, prevention, treatment and cures of heart disease and related disorders. As a charity, HRUK is under an obligation to ensure that the useful results of research that it funds (whether in whole or in part) are applied for the public good. In some circumstances, this obligation may be best achieved through the protection of intellectual property (IP) and commercial exploitation.
- 12.2 HRUK requires the Institution to have procedures in place for the identification, protection, management and exploitation of HRUK-funded IP. Institutions are also required to ensure that all persons in receipt of HRUK funding or working on a HRUK-funded activity (including employees, students, visiting staff and subcontractors) are employed or retained on terms that vest in the Institution all HRUK-funded IP.
- 12.3 The Institution and Grant Holders should notify HRUK promptly in writing when IP arises from the grant and take reasonable steps to ensure that such IP is protected and not published or otherwise disclosed publicly prior to protection (whilst at the same time ensuring that potential delays in publication are minimised).
- 12.4 The Institution must obtain the prior written consent of HRUK to commercially exploit the results of any research it has funded. Consent will not be unreasonably withheld, and HRUK will only refuse an Institution's request where it considers that the proposed commercial exploitation would run counter to its interests and charitable objectives. The Institution must keep HRUK fully informed of the steps it is taking in connection with the protection, management or exploitation of HRUK-funded IP.
- 12.5 If the Institution decides not to protect, manage, exploit any HRUK-funded IP arising out of the grant then the Charity has a right, but not a duty, to protect, manage or exploit such IP. If HRUK decides to exercise its right, the Institution agrees and will take reasonable endeavours to ensure that its employees and students and any third party, acting on its behalf, does all acts required to assist HRUK in such protection and exploitation.
- 12.6 The Institution, Grant Holders and Co-applicants should inform the charity of any pre-existing arrangements of which they are aware and which could lead to a breach of the HRUK-funded standard conditions.
- 12.7 If the Institution wishes to use any third party to carry out its obligations with respect of this condition 12, then it must provide details of the proposed third party to HRUK and obtain the prior written approval of HRUK to such third party carrying out commercialisation activities with respect to HRUK-funded IP.
- 12.8 Any commercial benefit arising from the project will be shared between the Institution and the funding bodies, in such proportion as may be equitable. Before entering into any commercial or patent procedure arising from the project, the Institution will discuss with the Charity the basis upon which any benefit will be distributed. Decisions regarding exploitation will be made on a case by case basis.

## **13 Data Protection**

- 13.1 The Charity funds research through fundraising and may contact Grant Holders, HRUK funded research workers and their Host Institutions by post, telephone or e-mail about fundraising or other activities within the objects of the charity.
- 13.2 All information supplied by Grant Applicants and Host Institution will be used for processing the application, audit, review and evaluation. All personal information will be used in accordance with the Data Protection Act and disclosed to External Peer Reviewers,

Government and other research and professional bodies. Applicant CVs will be held on record securely for the duration of the grant, after this time they will be deleted.

13.3 The Charity will use Grant Holders' information, grant details and non-technical or lay summary in its publications, website and Annual Report.

13.4 The Grant Holder authorises the Charity to make use of their and other colleagues names, photographs, videos, comments or feedback in any future publicity, fundraising materials and/or promotion. This includes printed materials, HRUK website, social media channels and in reports, until such time as you request us to stop using them. If you do not wish your name and image to be used in this way, please let the Charity know. The Grant Holder will ensure that they have permissions from anyone featured before sharing this information with the Charity.

#### **14 Variation**

14.1 All research grants awarded by HRUK are subject to the Terms and Conditions that are in effect at the time of the award. The Charity reserves the right to vary the Terms and Conditions of grant at any time, without notice to any Grant Holders or Host Institutions. If they are varied during the course of grant funded research the Charity shall be entitled to apply the varied Terms and Conditions if it chooses.

14.2 All Grant Holders will be notified in writing of any changes in the Terms and Conditions.

### **GRANT APPLICANTS AND THE HOST INSTITUTION MUST CONFIRM ACCEPTANCE OF THE HEART RESEARCH UK TERMS AND CONDITIONS BY RETURNING A SIGNED COPY**

Signed.....Date .....

Name (print).....Position.....

Principal Applicant

Signed.....Date.....

Name (print).....Position.....

For and on behalf of the Host Institution

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