



TERMS AND CONDITIONS FOR HEART RESEARCH UK TRANSLATIONAL RESEARCH PROJECT GRANTS

1 The Grant

- 1.1 All grant applications must:
 - 1.1.1 be compliant with the objectives and policies of Heart Research UK, the Charity, as set out in the Research Grant Policy Statement and
 - 1.1.2 comply with these Terms and Conditions
- 1.2 The Grant 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 twice yearly in May and November 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 Heart Research UK Grant Application Form ("the Application Form") by the deadline (if any) stated in any advertisement or communicated to the Applicant. The form may be down-loaded from the website www.heartresearch.org.uk
- 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 guidelines for the Use and Practice of Peer Review issued by the Association of Medical Research Charities.
- 1.7 The Charity does not provide feedback on applications.

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 Heart Research UK 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 Heart Research UK 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 advise the Charity of any delay/change to the project commencement date. Failure to do so may result in grant being withdrawn after 12 months. 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 parties 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 written 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.

5 Travel

- 5.1 The cost of travel, in pursuance of the research funded by the research grant should be included in a research grant application on the Application Form provided and to the extent that it forms a necessary and integral part of the research and is not capable of being met by other means.
- 5.2 The anticipated additional costs of attending one meeting or conference, for dissemination of outcomes or progress to date, should also be included in a research grant application provided the necessary supporting documentation is included in the application. The Charity shall be entitled to request that the Grant Applicant justify his or her attendance at such meetings and conferences.

6 Equipment

- 6.1 An application for equipment costs, up to a maximum of £10K, in a research grant application, must include full details of the proposed equipment, together with the known or estimated cost 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 VAT charges must be excluded when making an application for equipment (including drugs and chemicals) costs; as Schedule 5, Groups 14 and 16 of The Value Added Tax Act 1983 includes amongst zero rated items the supply of medical and scientific equipment and consumables purchased with charitable or voluntarily subscribed funds when it is donated to designated, non-profit making (hospital or research) institutions, provided it is used for medical research, diagnosis or treatment.
- 6.6 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 must provide the Charity with a concise annual report (2 copies) on progress of the research to date and a full, final report (2 copies) with a non-technical summary at the end of the period for which the research grant was authorised. Final reports must be received within 6 months of the agreed finishing date of the grant. Failure to supply these reports may cause the Charity to terminate further grant research funding of the research and delay or stop final payment. All reports must include a non-technical or lay summary suitable for use in explaining the research to the general public.
- 7.2 The research funding provided by Heart Research UK must be acknowledged in ALL publications and media coverage arising from or in respect the research work. This must be done by indicating the nature of the assistance received, both in the text and footnote using the title, as follows:
HEART RESEARCH UK
- 7.3 In addition the Grant Holder must be willing to participate (and the Host Institution shall facilitate) to reasonable extent in press and media publicity and provide non-technical articles for inclusion in the Charity's printed literature.
- 7.4 Reprints of all publications arising from or in respect of the research project or commentaries thereon should be sent to the National Director of the Charity.
- 7.5 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.
- 7.6 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 7.5 then the relevant research outcomes shall be treated by the parties as confidential for commercial and public benefit reasons.
- 7.7 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.

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 payment of recurrent expenses will be made quarterly in arrears against an appropriate invoice. The reimbursement of appropriate authorised equipment expenses will be supported by the relevant suppliers' invoices. A final claim must be received within 6 months of the end of the grant.
- 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.

10 Ethical Considerations

- 10.1 The Applicant must state in the Application Form if the Host Institution's or other competent ethical committee's approval of the research project is required. If such approval is necessary written confirmation of the ethical committee's approval must be supplied to the Charity with the application.
- 10.2 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
- 10.4 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"). Copy required.
- 10.4.2 The Home Secretary has granted a Project Licence under the Act stating the Licensee, Home Office reference and date. Copy required.
- 10.4.3 The necessary personal licences are held or that they have been applied for. Copy required.

11 Termination

- 11.1 The Charity reserves the right immediately to terminate 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 on of the balance of any outstanding funds.

12 Intellectual property and commercial exploitation

12.1 Heart Research UK is committed to fighting heart and circulatory disease; its major support is in funding research. As a charity, Heart Research UK 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. Heart Research UK therefore requires all Grant Holders, Heart Research UK funded research workers and their Host Institutions to play an active role in ensuring the dissemination, protection and exploitation of the intellectual property arising out of any Heart Research UK funded person or Heart Research UK funded "activity" ("Intellectual Property"). (The term intellectual property includes all inventions, technologies, products, data, know-how, information and materials without limitation). Heart Research UK is aware that on occasion the public benefit can best be served by holding research outcomes confidential so as to gain commercial funding for medical advances but equally knows that in general research outcomes have little or no commercial value and that research is best progressed and the public most benefited by prompt publication.

12.2 Heart Research UK requires the Host Institution and Grant Holders to:

12.2.1 notify Heart Research UK promptly in writing when Intellectual Property that may be of medical or commercial value is created, and ensure that such Intellectual Property is protected and not published or otherwise publicly disclosed prior to protection (whilst at the same time ensuring that potential delays in publication are minimised);

12.2.2 ensure that all persons in receipt of Heart Research UK funding or working on a Heart Research UK funded activity (including employees, students, visiting staff and subcontractors) are employed or retained on terms that vest in the institution all Intellectual Property which is created or acquired by any such person;

12.2.3 permit Heart Research UK to have reasonable access to people and information who and which has any bearing on a Heart Research UK funded activity or the exploitation envisaged under this Clause and

12.2.4 apply with full vigour all relevant arrangements, as may from time to time be agreed with the Host Institution in connection with Intellectual Property and the exploitation thereof, and allow Heart Research UK the right to inspect relevant books and accounts to confirm that there has been an appropriate benefit sharing made in relation to any such exploitation. (The Host Institution shall have the same right if any exploitation is undertaken by Heart Research UK).

12.3 No Intellectual Property created or acquired in the context of any research subject to these Terms and Conditions may be exploited or disposed of in any way without the prior written consent of Heart Research UK, such consent not to be unreasonably withheld. Exploitation includes use for any commercial purpose or any licence, sale, assignment, materials transfer or other transfer of rights. As a condition of granting such consent, Heart Research UK may require the Host Institution to agree to terms of exploitation including the sharing on a proportionate and reasonable basis of benefits (such as revenues and equity) arising from the exploitation.

12.4 If the Host Institution does not protect or exploit any Intellectual Property to Heart Research UK satisfaction, Heart Research UK shall have the right, but not a duty, to protect and exploit such Intellectual Property. If Heart Research UK decides to exercise its right, the institution agrees to co-operate fully and to carry out, and ensure that the Heart Research UK funded research workers, its employees and other relevant personnel under the control of the institution carry out, all acts required to assist Heart Research UK in such protection and exploitation.

13 Data Protection

- 13.1 HRUK funds research through fundraising and may contact Grant Holders, Heart Research UK 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.
- 13.3 HRUK will use Grant Holders information, grant details and non-technical or lay summary in its publications, website and Annual Report.

14 Variation

- 14.1 All research grants awarded by Heart Research UK 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.

ALL GRANT APPLICANTS AND THE HOST INSTITUTION SHOULD CONFIRM ACCEPTANCE OF THESE TERMS AND CONDITIONS BY RETURNING A SIGNED COPY, WITH INITIALLED PAGES, TO:

**HEART RESEARCH UK
SUITE 12D JOSEPH'S WELL
LEEDS
LS3 1AB**

Signed Dated

Grant Applicant

Signed Dated

For and on behalf of the Host Institution



Registered Charity Number 1044821
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