



STANDARD CONDITIONS OF GRANTS

1. General Conditions

1.1 Definitions

'Award Letter': The letter from FFCH to the Grant Holder specifying the amount of grant that has been awarded and any special conditions of award in addition to these FFCH Standard Conditions.

'Equity': Shares, options, warrants, convertible debt or any other contractual or other right to acquire shares or options as an owner, proprietor, partner or a beneficial interest in any of the foregoing.

'FFCH': The Foundation for Circulatory Health, or any successor organization.

'Conditions of Grant': The FFCH Standard Conditions in force from time to time as varied or supplemented by any terms and conditions in the Award Letter.

'Grant': The grant described in the Award Letter.

'Grant Holder': and 'Grant Holders': The first named or principal investigator identified on the application form or holder of the chair, fellowship, lectureship or grant.

'Host Institution': The Institution employing the Grant Holder(s).

'Institution': Each university, institution or other body at which some or all of the research funded by the Grant will be carried out or which employs any Grant funded personnel.

'Intellectual Property': Includes all inventions, discoveries, materials, technologies, products, data, algorithms, software, patents, databases, copyright and know-how.

'FFCH Grant reference number': The unique number allocated by FFCH and which must be quoted on all correspondence and invoices.

1.2 Applicability

Grants awarded by the FFCH are subject to the Conditions of Grant. FFCH reserves the right to amend the FFCH Standard Conditions, any terms and conditions in the Award Letter and any general policies or guidance relating to Grants. Institutions will be informed of any such change and issued with a revised copy of the relevant document or directed to an updated version of the document on the FFCH's website. As from the issue date of the revised document, the revised provisions contained therein will apply to all new and existing Grants. The Grant Holder is held responsible for the Grant, both scientifically and financially and for ensuring compliance with the Conditions of Grant on behalf of the Host Institution and where more than one institution is involved, for all the Institutions. Any individual reference to "Institution" shall be to each and every Institution employing the relevant FFCH funded personnel or otherwise involved in the research activity.

1.3 Acceptance of a Grant

Before a Grant may commence, the Institution, or where more than one the Host Institution, (through an authorised signatory), head of department, Grant Holder and any co-applicants must accept, and agree to abide by the Conditions of Grant by signing and returning the acceptance form provided with the Award Letter. The Host Institution undertakes to bring to the notice of all other Institutions involved in any research activity the Conditions of Grant and obtain their written agreement to them. In accepting the Grant the Institution is undertaking to ensure that sufficient resources not provided by the Grant are provided by the Institution to fully support the activities described or referred to in the Award Letter for the duration of the Grant.

1.4 Conditionality on other funding

A Grant which is conditional on successful applications for funding from other sources may not commence until written confirmation has been received by FFCH from the Host Institution that the research activity is fully funded.

1.5 Use of a Grant

The Grant Holder must use his/her best endeavours to ensure the research activity is completed within the agreed period and within the overall amount of Grant awarded. The use of Grant monies for any purpose other than that specified in the Award Letter is not permitted without FFCH's prior written approval.

1.6 Starting a Grant

The Grant should be taken up as soon as all approvals required by the Conditions of Grant are in place. The Grant Holder must advise FFCH in writing of the starting date of the research activity at the earliest opportunity. If the activity does not commence within 6 months of the date of the Award Letter, the Grant shall automatically terminate without the need for further notification and without any liability on the part of FFCH. The Grant Holder must inform FFCH of any interruptions or delays to the research activity. FFCH reserves the right to review the Grant, and make whatever changes it deems appropriate including terminating the Grant, in the event of such an interruption or delay.

1.7 Progress and Final Reports

A report in the form specified by FFCH from time to time must be submitted to FFCH annually on the anniversary of the Start Date. Further funding will not be released until its receipt. A final report in the prescribed format, endorsed by the head of department, must be submitted within three months of the end of the Grant period. The final claim for reimbursement will be withheld until its receipt. Failure to submit a report may cause FFCH to terminate an existing Grant and refuse to consider further applications from the Grant Holder.

1.8 Transfer of an award

A Grant Holder wishing to transfer a Grant to another Institution within the UK which is eligible to receive funding from FFCH should obtain prior written approval from FFCH. FFCH will normally consent providing the aims and objectives of the research activity are not adversely affected, that the new centre has adequate facilities and that the move has the prior written approval of all concerned. It is expected, subject to the approval of the existing Institution, that any equipment purchased under the Grant will be transferred at the expense of the new Institution. Approval by FFCH for a transfer of a Grant will not be given until evidence has been provided to FFCH demonstrating that all equipment necessary to fulfil the Grant will be made available at the new Institution. The funding of those salaried personnel who do not wish to transfer shall automatically cease. Should a co-applicant move to another Institution during the tenure of a Grant, the Grant may not move with him/her. FFCH will not reimburse any additional expenses incurred as a result of transferring a Grant.

1.9 Site visits

Site visits may be made at any time upon reasonable notice by FFCH or its agents.

1.10 Suspension or Termination of a Grant

1.10.1 Without prejudice to any other rights that FFCH has under the Conditions of Grant or otherwise, FFCH reserves the right to suspend or terminate a Grant at any time and for any reason. So far as reasonably practical, FFCH shall endeavour to give at least 30 days prior notice, but shall be entitled to terminate without notice.

1.10.2 Where there has been no breach of the Conditions of Grant by the Grant Holder(s) or Institutions, FFCH will reimburse the Host Institutions for expenditure properly incurred by it and authorised under the Grant up to the termination or suspension date.

1.10.3 FFCH will under no circumstances be liable for or indemnify any Institutions, Grant Holder(s) or personnel funded by the Grant for any costs, expenses, liability or claims arising from termination or suspension of the Grant including but not limited to employment related liabilities or liabilities arising from breach of instructional commitments that might result from termination of the Grant.

1.10.4 FFCH may terminate the Grant and/or its funding of an individual forthwith upon written notice to the Grant Holder and Institution, if any individual funded by FFCH by act or omission does anything which in FFCH's opinion adversely affects FFCH's name and reputation or brings it into disrepute.

2. Responsibilities of the Institution and Limitations of FFCH's Liability

2.1 General

It is the responsibility of the Host Institution to ensure that the Grant is applied exclusively and appropriately in support of the research activity or purpose for which it has been awarded, that all applicable laws, regulations and obligations to third parties relating to the research activity and purpose are met, and that no obligations to third parties conflict with the FFCH Standard Conditions. The Institution shall also ensure that the work is undertaken in an adequate and proper way, and that there is appropriate supervision of the people and activity funded. The Host Institution acknowledges that FFCH does not under any circumstances accept liability as 'sponsor' under any relevant legislation.

2.2 Clinical Trials

Notwithstanding any delegation of its obligations to third parties, in accepting the Grant the Host Institution undertakes to FFCH sole responsibility for the obligations and liabilities of 'sponsor' under the European Directive on Good Clinical Practice in the Conduct of Clinical Trials on Medicinal Products for Human Use and the Medicines for Human Use (Clinical Trials) Regulations 2004 as amended from time to time and shall ensure that the requirements of the MRC Guidelines for Good Clinical Practice in Clinical Trials and all other legal requirements are fully complied with.

2.3 Best research practice and indemnity

FFCH relies entirely on the Institution to ensure that the research activity supported is carried out in accordance with best practice in order to avoid damage, loss or injury to persons or property and where relevant to comply with its obligations as 'sponsor' pursuant to conditions 2.1 and 2.2 above. FFCH requires the Institution to take all reasonable precautions to safeguard the health and safety of those involved in the research and all third parties affected thereby and accepts no liability for any accident, injury or loss sustained by any person as a result of and/or in the course of that research or activity. In accepting the Grant, the Host Institution agrees to indemnify FFCH against any costs, claims or liabilities (including legal costs) suffered or incurred by FFCH as a result of any action, claim or complaint brought against FFCH in connection with or arising from any funded activity or person or the accuracy or application of the results of that activity, and confirms that it has obtained and will maintain

in force for the duration of the Grant and for a period of five years thereafter, public and professional indemnity insurance at a level appropriate to the risks involved.

2.4 Limitation of liability

FFCH accepts no responsibility, financially or otherwise, for expenditure (or liabilities arising out of such expenditure) or liabilities arising out of the work funded by the Grant other than those specifically listed in the Award Letter, any accompanying notes and these FFCH Standard Conditions. Notwithstanding any other provision in these FFCH Standard Conditions, FFCH shall not be liable to the Institution for any amount in excess of the Grant. FFCH will not be liable for and shall not indemnify the Institution, any Grant Holder or any other person working on the Grant (including employees, students, visiting fellows and subcontractors) against any claims for compensation or against any other claims (whether under any statute or regulation or at common law) for which the Institution may be liable as an employer.

3. Finance and Administration of FFCH funded Personnel and Equipment

3.1 Funded Personnel

3.1.1 Amount of award: Total amounts agreed in a Grant will not be increased except under very exceptional circumstances at FFCH's sole discretion. The control of expenditure to be funded under the Grant must be governed by the normal standards and procedures of the Host Institution and must be covered by the formal audit arrangements that exist in that Institution.

3.1.2 General: In all cases where financial support is provided for the employment of staff, FFCH does not act as an employer, and therefore the Institution undertakes to be responsible and liable for the issue of contracts and compliance with all relevant laws and regulations. Employers' contributions in respect of National Insurance, Superannuation etc, as specified in the Award Letter, will be reimbursed, but the responsibility for these payments lies entirely with the Institution. The tenure of appointment of staff recruited to work on FFCH supported projects must be confined strictly to the period of the Grant, and FFCH accepts no liability for contracts extending beyond the defined Grant period or for their termination before or at the end of the contract period.

3.1.3 The Institution must accept full responsibility for the management, monitoring and control of all personnel (whether permanent, temporary or students) employed in or involved in the research work funded by the Grant, including research misconduct and scientific fraud. It must also ensure that all personnel associated with the work receive training appropriate to their duties and the requirements of any statute or regulation. If a case of fraud or misconduct is suspected in the course of the research then FFCH must be notified immediately and kept informed of further developments. FFCH retains the right to investigate any aspect of fraud or misconduct itself as it reasonably sees fit and the Host Institution shall provide such assistance and information as FFCH may reasonably require for that purpose. FFCH shall in its sole discretion be entitled to suspend or terminate the Grant in the event of fraud or misconduct being proven or if it is dissatisfied with any aspect of the investigation.

3.1.4 The Grant Holder must obtain FFCH's written approval before appointing and replacing staff funded by the Grant. The Grant Holder should submit the candidate's CV, unless included in the application, to FFCH with the proposed basic starting salary and start date for prior written approval. Starting salaries for replacement staff will normally revert to the levels awarded for the first year of the Grant.

3.1.5 Increases in salaries other than annual increments and nationally agreed pay awards will not be met by FFCH. FFCH reimburses salaries aligned to the national pay scales or recognised local pay models. FFCH will not object to Institutions paying higher salaries at their own cost.

3.1.6 Should a Grant Holder, whose salary is provided by the Grant, obtain salary support from an alternative source, their salary provisions may not be transferred to any other individual.

3.1.7 The Grant Holder must notify FFCH of any delays relating to the appointment of staff. FFCH reserves the right to review the Grant in the event of such delays and make any changes it deems appropriate, including terminating the Grant.

3.1.8 FFCH will not accept responsibility for staff salaries for any period after the end of a Grant period and prior to that Grant's renewal or a new Grant commencing or as a consequence of the application process.

3.1.9 Proportion of time: Personnel, whose salaries are funded by FFCH, are expected to devote substantially the whole of that salaried time to the funded activity.

3.1.10 Co-applicant: Co-applicant status will not be given to an individual whose salary is being sought on the Grant.

3.1.11 Undertaking to pay remuneration: The Institution undertakes to pay the remuneration of all principal investigators and co-applicants employed by the Institution, where these are not claimed in an application, for the duration of the Grant.

3.1.12 Clinical staff: All FFCH funded clinical fellows must hold an honorary clinical contract at the appropriate level.

3.1.13 Annual leave: FFCH expects an individual's annual leave entitlement to be taken within the period of the Grant.

3.2 Equipment

3.2.1 The Host Institution must take responsibility for installation, maintenance, repairs and insurance costs of any equipment purchased through a Grant, throughout its useful life at its own expense. In certain circumstances equipment might be subject to further conditions specified in the Award Letter.

3.2.2 If FFCH approves the transfer of the Grant to another Institution, equipment which was purchased under the Grant may also be transferred provided this is at no cost to FFCH and subject to the existing Institution's consent.

3.3 Costs not covered by FFCH

FFCH awards Grants on condition that any VAT payable infrastructure and overhead costs are met by the Host Institution (including not limited to lighting, heating, support staff salaries, insurance, maintenance, publication charges, administrative costs, library facilities).

3.4 Reclaiming Grant expenditure

Claims will be reimbursed quarterly in arrears against details itemising expenditure from the Host Institution's finance office in the format specified by FFCH from time to time. Essential details required include the Grant number, period of the claim, names of approved staff, their basic salary and start date. Equipment and research consumables should be shown separately. A final claim must be submitted within six months of the end of the Grant. No reimbursement will be made against claims received after this period. Unspent funds will be reallocated through FFCH's research committees to new grants following peer review.

3.5 Audit

FFCH reserves the right to use its own appointed auditors to obtain confirmation from the Host Institution's external auditors that the award and the amounts paid by the FFCH have been used for the purpose for which they were awarded and the Host Institution undertakes to provide access to accounting and other records relating to the Grant to FFCH and its auditors and to co-operate and to procure co-operation from its external auditors with FFCH and its nominees for that purpose.

4. Approvals

4.1 Ethical Approval

A Grant may not commence until all necessary ethical committee approvals have been obtained. A copy of all such approval(s) must be forwarded to FFCH prior to commencement unless included in the application.

4.2 Use of animals

A project involving the use of animals may not be commenced in the absence of Home Office licences covering all relevant Institutions, the researchers and the research activity. Grant Holders are expected to adopt procedures and techniques which minimise the use of animals including but not limited to adherence to the Association of Medical Research Charities Guidelines on Promoting Good Practice in research involving animals.

5. Intellectual Property and Commercial Exploitation

5.1 FFCH is committed to fighting heart and circulatory disease; its major support is in funding research. FFCH 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 may be best achieved through the protection of intellectual property and commercial exploitation. FFCH therefore requires all Grant Holders, FFCH funded personnel and their Institutions to play an active role in considering whether the protection, management and exploitation of FFCH funded Intellectual Property is an appropriate means of achieving public benefit and develop and implement strategies and procedures for the identification, protection, management and exploitation of FFCH Intellectual Property. FFCH is also obliged to ensure that it obtains a fair share of the fruits of any FFCH funded Intellectual Property (and value arising from exploitation). All Grant Holders and Institutions are required to co-operate in this.

5.2 FFCH requires the Institution and Grant Holders to:

- (i) notify FFCH promptly in writing when Intellectual Property that may be of medical or commercial value arises from the Grant where appropriate 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);
- (ii) ensure that all persons in receipt of FFCH funding or working on a FFCH funded activity (including employees, students, visiting staff and subcontractors) are employed or retained on terms that vest in the Institution sole and exclusive ownership of all FFCH funded Intellectual Property;
- (iii) permit FFCH to have reasonable access to people and information who and which has any bearing on a FFCH funded activity or the exploitation envisaged under this Condition 5; and
- (iv) apply with full rigour all relevant arrangements, as may from time to time be agreed with the Institution in connection with Intellectual Property and the exploitation thereof, and allow FFCH or its nominees the right to inspect relevant books and accounts upon request to confirm that there has been an appropriate benefit sharing made in relation to any such exploitation. (The Institution shall have the same right if any exploitation is undertaken by FFCH).

5.3 No Intellectual Property arising from the Grant may be exploited or disposed of in any way without the prior written consent of FFCH, 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, FFCH will require the Institution to accept the standard revenue and equity sharing terms of FFCH which are in place at that time.

5.4 In the absence of any revenue sharing agreement between FFCH and the Host Institution (or its agent) as envisaged under condition 5.3, the Host Institution agrees that:

(i) it shall pay or transfer to FFCH (as appropriate) half of all consideration (whether in cash or otherwise) received by the Host Institution (or by any person exploiting the findings or Intellectual Property on its behalf) from the exploitation of the findings or Intellectual Property without any deduction of any costs, taxes or other sums and

(ii) in the event the Host Institution or its agent exploits, the Host Institution shall ensure that proper books and records are kept recording all exploitation activities and all income received/costs incurred and shall provide a statement every six months summarising this information and shall allow FFCH or its agents reasonable access to the books and records as they may reasonably request from time to time.

5.5 If the Institution does not protect, manage or exploit any Intellectual Property arising out of the Grant to FFCH's satisfaction, FFCH shall have the right, but not a duty, to protect, manage and exploit such FFCH funded Intellectual Property. If FFCH decides to exercise its right, the Institution agrees to cooperate fully and to carry out, and ensure that the FFCH funded personnel, its employees and other relevant personnel under the control of the Institution carry out, all acts required to assist FFCH in such protection and exploitation.

5.6 The Institution shall ensure that no agreements are entered into with any third parties including, but not limited to commercial organisations on terms inconsistent with these FFCH Standard Conditions.

6. Acknowledgements, Publications and Publicity

6.1 The findings from the research funded by the Grant should be made freely available to the broader scientific community as soon as possible. The publication or release of such findings may be reasonably delayed to enable protection of any intellectual property subject to condition 5 above.

6.2 Grant Holders must inform FFCH immediately when results arising from FFCH funding are accepted for publication or presentation.

6.3 Grant Holders must ensure that FFCH's support is acknowledged in all publications, either in the text or in a footnote quoting "Foundation for Circulatory Health" followed by the award reference number.

6.4 Grant Holders and personnel involved in FFCH funded activities, and the Institution, may not use the FFCH logo without the written permission of FFCH.

6.5 Grant Holders must notify FFCH at least 5 working days in advance of any publicity arising from a FFCH Grant. Any press release or other material including reference to FFCH funded results must be approved by the FFCH press office before it is released to the media. Previous compliance with this Condition will be reviewed and taken into account when determining future grant applications from such Grant Holders.

6.6 Grant Holders and personnel involved in FFCH activities will assist the FFCH upon request in publicising the award of the Grant and subsequent results of each Grant.

6.7 FFCH reserves the right to use data or other material from research it funds as part of its fundraising or publicity activities. In recognition of the fact that the source of funding for FFCH Grants is primarily from legacies and donations, Grant Holders will not unreasonably refuse a request from FFCH to attend and/or speak at events or meetings from time to time to assist in the promotion of FFCH and its charitable aims.

7. Data Protection

By signing the application form for a Grant, all signatories explicitly accept that:

(i) all information that the Grant Holder and/or Institution supply to FFCH relating to any applications or Grants awarded under the FFCH Standard Conditions will be used for the purposes of processing the application and/or Grant and for the purpose of audit and/or evaluation. All personal data will be processed by or on behalf of FFCH and/or organisations connected with it, in accordance with the Data Protection Act 1998, as amended from time to time. Personal data relating to the applicant(s) and/or individuals funded by the Grant may be disclosed to and processed by external peer reviewers, government and other research bodies some of whom may be based outside the European Economic Area,

(ii) FFCH may publish the name, work address and contact details, including e-mail address of the Grant Holder(s) and others funded by FFCH and the title and abstract of the subject matter of any Grant on its website or in its annual report or other publications from time to time,

(iii) as all research funds have been sourced through fundraising, FFCH may contact all FFCH funded individuals and institutions by post, telephone or e-mail from time to time about future fundraising and other activities and initiatives of the Foundation for Circulatory Health.

8. Governing Law and Jurisdiction

These FFCH Standard Conditions shall be general and construed in accordance with English Law. The Institution and the Grant Holders irrevocably submit to the exclusive jurisdiction of the English Courts to settle all matters in connection with the Conditions of Grant.

Adopted 5.2.2007