



**BRITISH HEART FOUNDATION CONDITIONS OF AWARD
RELATING TO THE FINANCING OF BUILDING WORKS
("BHF BUILDING CONDITIONS")**

1. General

1.1 Applicability: These conditions together (to the extent they do not conflict) with the British Heart Foundation Standard Conditions of Grant, and any Special Conditions set out in the award letter (collectively the "conditions of award"), contain the terms upon which the British Heart Foundation ("BHF") grants an award for building works. Where the grant awarded by the BHF relates entirely to the financing of building works and no staff or research shall be funded by BHF the following conditions of the British Heart Foundation Standard Conditions of Grant shall not apply: 1.7, 1.8, 3.1, 5 and 7. Grants awarded by BHF are subject to the conditions of award which apply at the time that the grant is awarded. BHF reserves the right to change the conditions of award from time to time, at which point the new conditions shall apply to both new and existing grants.

1.2 Definitions: "building works" as used in these BHF Building Conditions shall mean all types of building, renovation and fitting out works covered by the award as described in the award letter appended to these BHF Building Conditions. "BHF Funded Area" as used in these BHF Building Conditions shall mean the building and/or area funded by BHF and to be made available for BHF funded research and/or BHF funded personnel and/or research into heart and circulatory disease as identified in the award letter appended to these BHF Building Conditions.

1.3 Ownership of 'BHF Funded Area': BHF awards grants on the basis that the institution shall own the freehold and/or be the direct landlord of the BHF Funded Area for a period of at least 50 years from the Completion Date (as defined in clause 2.1 below), and where this forms part of a larger premises, also of the larger premises, except where BHF has expressly agreed otherwise in writing.

2. Use and Occupation of the BHF Funded Area

2.1 It is the responsibility of the institution to ensure that for a period of 30 years from the date of final payment of the award by BHF (the "Completion Date"):

- (i) the BHF Funded Area will be used exclusively for cardiovascular research under the direction of a professor approved in writing by BHF; and
- (ii) the BHF Funded Area may only be occupied by individuals working in the cardiovascular or supporting fields, but if the institution for some reason proposes that there should be other occupants, then the institution must obtain BHF's prior written permission for such occupants; and
- (iii) the BHF Funded Area will not at any time be used for commercial activities or commercially based research.

2.2 At the end of the term of 30 years following the Completion Date, the BHF Funded Area will be available without restriction for the general use of the institution.

3. Construction of BHF Funded Area

3.1 Progress Reports: It is a condition of payment of the award that the institution sends to BHF a mid-term progress report endorsed by the BHF funded professor, to include the status of the building works against original plans, progress against the original timetable, any revisions to the original timetable, particularly in relation to the start date and end date for the building works and any material alteration to the plans submitted to BHF upon which the award was first granted. Award payments will not be released until its receipt. A final report, endorsed by the BHF funded professor and the chief financial officer of the institution must be submitted upon completion of the building works, including a summary of total final costs and the amount requested from BHF, and confirming that the works have been completed to the satisfaction of the BHF funded professor and the institution. The final award payment will be withheld until its receipt. Failure to submit a report may cause BHF to terminate the award without any liability.

3.2 Responsibility for Contractors: The institution must use its best endeavours to enter into a contract for the carrying out of the building works as soon as practicable, incorporating a completion date no later than the end date set out in the award letter, and shall procure that its contractors proceed diligently with the carrying out of the building works in a good and workmanlike manner and in accordance with the terms of the contract.

3.3 Costs: It is a condition of grant of the award that the institution undertakes to be liable for all shortfalls in funding and cost overruns incurred in relation to the building works (and where the building works are part of a larger building project, the institution guarantees that it shall meet all shortfalls in funding and cost overruns of the larger project), so as to enable the building works (and where applicable the larger building project) to be completed in its entirety in accordance with the timetable set out in the award letter.

The institution shall notify BHF in writing forthwith upon becoming aware of any funding shortfall or cost overrun. BHF reserves the right to suspend the award until it is satisfied that any funding shortfall or cost overrun has been resolved by the institution to BHF's satisfaction. In the event that this does not occur within a reasonable period,

BHF have the right to withdraw the award without incurring any liability whatsoever and the institution shall forthwith upon demand repay to BHF all sums already paid by BHF at the date of withdrawal including any part of the award not connected directly to the building works.

3.4 Right of audit and inspection: BHF reserves the right to obtain or have its own auditors obtain from the institution all relevant papers relating to the building works, and at any time upon reasonable notice to inspect the BHF Funded Area and the premises at which they are situated for the purposes of ensuring that BHF funds have been used for the purpose for which they were awarded and that the institution has complied with the conditions of award.

3.5 Payment of BHF Award (see item 3.1): Subject to compliance by the institution with the conditions of award, payment of any element of the BHF award relating to the building works (as specified in the award letter) will be made in two equal instalments. The first instalment will be paid by BHF upon receiving from the institution a mid-term progress report with written confirmation that the building works are approximately halfway to the anticipated completion date. The second instalment will be paid by BHF upon receiving from the institution a final report with written confirmation that the building works are completed and ready for occupation. Any savings made to the total final cost should reduce the cost to BHF pro rata. BHF reserves the right to withhold payment until it is satisfied that the premises which contain any BHF Funded Area are completed to a satisfactory standard or the BHF Funded Area can be properly and fully utilised in the absence of completion of the remainder of the premises.

4. Maintenance and Running Costs: The institution undertakes, at its own cost, to be responsible for the provision and funding of all maintenance services and running costs of the BHF Funded Area and the premises in which the BHF Funded Area is contained including but not limited to cleaning, maintaining and repairing to a reasonable standard, rates and other outgoings, the costs of all services required for the efficient running of the premises including hot and cold water, effluent and the like and other services and items of expenditure which generally fall within "overhead costs" of running such premises, including but not limited to insurance, security, portorage, fittings and communication services.

5. Disposal of the BHF Funded Area

5.1 The institution undertakes that it will not, without BHF's prior written consent, dispose of any of its interest in the BHF Funded Area, and where this is part of larger premises, that premises, within 30 years following the Completion Date other than to a successor body to the institution which agrees to be bound by the institution's commitments in the conditions of award.

5.2 In the event that the institution wishes to move the BHF Funded Area to an alternative site, the institution must obtain the prior written consent of BHF and as part of any such request be able to offer suitable alternative premises for the BHF Funded Area which is equivalent or better in terms of floor area and quality of accommodation.

6. Acknowledgements and Publicity

6.1 The BHF funded professor must notify the BHF press office at least 5 working days in advance of any publicity arising from the Grant. Any press release or other material including reference to the BHF funded area must be approved by the BHF press office before it is released to the media.

6.2 The BHF funded professor will assist the BHF upon request in publicising the award of the Grant and will not unreasonably refuse a request from BHF to attend and/or speak at events or meetings from time to time to assist in the promotion of BHF and its charitable aims.

6.3 As the funder of the BHF Funded Area, BHF may require BHF's name and/or logo to be incorporated into the name of the BHF Funded Area in a manner to be agreed with the institution. No use may otherwise be made of BHF's name or logo without BHF's prior written consent.

7. Insurance

7.1 It is the responsibility of the institution at all times during the 30 years from the Completion Date to insure and keep insured the BHF Funded Area against all usual risks appropriate for that type of facility and for such sum as shall be the full reinstatement cost.

7.2 In the event of destruction or damage of the BHF Funded Area for any reason during the 30 years following the Completion Date, the institution shall reinstate or re-build the BHF Funded Area or the part destroyed or damaged. If for any reason the institution is not able to re-build or reinstate the BHF Funded Area, it shall make available as soon as practicable suitable alternative premises which are equivalent or better in terms of floor area and quality of accommodation.

8. Intellectual Property: As a condition of granting the award, BHF requires the institution to ensure that no party to the funding of the premises in which the BHF Funded Area is contained or any part of it, shall, by virtue of such funding have any intellectual property rights of any kind in or to the research or the results of any research which takes place in the BHF Funded Area.