



## BRITISH HEART FOUNDATION STANDARD CONDITIONS OF GRANT ("BHF STANDARD CONDITIONS")

### 1. GENERAL CONDITIONS

#### 1.1 Definitions

<b>'Award Letter'</b>	The letter/email from BHF to the Grant Holder specifying the amount of grant that has been awarded and any special conditions of award in addition to these BHF Conditions.
<b>'Equity'</b>	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.
<b>'BHF'</b>	British Heart Foundation (registered charity number 225971).
<b>'Conditions of Grant'</b>	The BHF Standard Conditions in force from time to time as varied or supplemented by any terms and conditions in the Award Letter.
<b>'Grant'</b>	The grant described in the Award Letter.
<b>'Grant Holder' and 'Grant Holders'</b>	The first named or principal investigator identified on the application form or holder of the chair, fellowship or grant, who must be employed by, or affiliated to the Host Institution, and any co-applicants.
<b>'Host Institution'</b>	The Institution employing the Grant Holder(s) or providing an affiliation to the Grant Holder(s) e.g. if employed by an NHS Trust.
<b>'Institution'</b>	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.
<b>'Intellectual Property'</b>	Includes all inventions, discoveries, materials, technologies, products, data, algorithms, software, patents, databases, copyright, trade marks, know-how and all other intellectual property rights and similar or equivalent rights anywhere in the world which currently exist or are recognised in the future and including applications, extensions and renewals in relation to any such rights.
<b>'BHF Grant reference number'</b>	The unique number allocated by BHF and which must be quoted on all correspondence and invoices.

**1.2 Applicability:** Grants awarded by BHF are subject to the Conditions of Grant. BHF reserves the right to amend the BHF Standard Conditions, any terms and conditions in the Award Letter and any general policies or guidance relating to Grants. We will publish on our website any changes to the Conditions and once published, any changes 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 all other Institutions and lay/patient representatives, if involved. Any individual reference to "Institution" shall be to each and every Institution employing the relevant BHF 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, or via our online grants management system within one month of the offer being made. The Host Institution undertakes to bring to the notice of all other Institutions and any lay/patient representatives 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 A Grant which is conditional on successful applications for funding from other sources may not commence until written confirmation has been received by BHF 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 BHF's prior written approval. The Grant Holder must inform BHF immediately upon becoming aware of any change, including to the circumstances of the principal investigator, supervisor(s) or co-investigator(s), which may affect the research activity. BHF reserves the right to review the Grant and make whatever changes it deems appropriate, including terminating the Grant.

**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 and within 6 months of the date of the Award Letter providing the Grant can start without external hindrance and be delivered as proposed. The Grant Holder must advise BHF in writing of the starting date of the research activity at the earliest opportunity and seek BHF's prior written approval if the activity does not commence within 6 months of the date of the Award Letter. The Grant Holder must inform BHF of any interruptions or delays to the research activity. BHF will not be held responsible for any costs incurred as a result of interruption or delay and reserves the right to review the Grant and make whatever changes it deems appropriate, including terminating the Grant.

#### **1.7 Grant Reporting and Researchfish:**

**1.7.1** BHF uses Researchfish to collect data on outcomes and impacts arising from its awards (with the exception of Centres of Regenerative Medicine, Infrastructure Grants, Strategic Awards and Strategic Initiatives, unless otherwise stated in the Award Letter). Grant Holders must submit, once annually, BHF-related grant evaluation data during a defined time period through Researchfish, although information can be added at any time throughout the year. Data will need to be submitted from the start of the grant up until 5 years after grant closure.

**1.7.2** A final written 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. A progress report in the form specified by BHF may also be requested from time to time. Failure to submit a report may cause BHF to terminate an existing Grant and refuse to consider further applications from the Grant Holder. BHF also reserves the right to contact the Grant Holder up until 5 years after grant closure for a follow-on report to capture progress and impact.

**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 BHF should obtain prior written approval from BHF. BHF will normally consent providing in the reasonable opinion of BHF 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 BHF for a transfer of a Grant will not be given until evidence has been provided to BHF 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. BHF 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 BHF or its agents.

#### **1.10 Suspension or Termination of a Grant:**

**1.10.1** Without prejudice to any other rights that BHF has under the Conditions of Grant or otherwise, BHF reserves the right to suspend or terminate a Grant at any time and for any reason. So far as reasonably practicable, BHF 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, BHF 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** BHF 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 contractual commitments that might result from termination of the Grant.

**1.10.4** BHF 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 BHF by act or omission does anything which in BHF's opinion adversely affects BHF's name and reputation or brings it into disrepute.

## **2. RESPONSIBILITIES OF THE INSTITUTION AND LIMITATIONS OF BHF'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 BHF 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.

**2.2 Sponsor of research.** In respect of any research that falls within the scope of the Medicines for Human Use (Clinical Trials) Regulations 2004 (as amended or superseded from time to time), the Host Institution will have responsibility for the obligations and liabilities of 'sponsor' and shall ensure that all legal and regulatory requirements are fully complied with. They further acknowledge that BHF will not under any circumstances accept liability as 'sponsor' under any relevant legislation.

**2.3 Best research practice and indemnity:** BHF 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. BHF 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 BHF against any costs, claims or liabilities (including legal costs) suffered or incurred by BHF as a result of any action, claim or complaint brought against BHF 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:** BHF 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 BHF Standard Conditions. Notwithstanding any other provision in these BHF Standard Conditions, BHF shall not be liable to the Institution for any amount in excess of the Grant. BHF 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.

**2.5 Bullying and harassment, research misconduct, scientific fraud:** By approving a grant application for submission, all signatories confirm to the best of their knowledge that there are no outstanding sanctions in place, or active formal investigations relating to bullying, harassment, research misconduct or scientific fraud against the principal investigator or supervisor(s), co-investigator(s), or any named research staff employed by the Institution. In accepting a grant, the Institution agrees to comply with our Policy on Bullying and Harassment set out in Schedule 2 and our Policy on Research Misconduct set out in Schedule 3.

**2.6 Warranty:** The Institution warrants that to the best of its knowledge and belief:

- (i) it has disclosed all pre-existing arrangements that would have material impact on the performance of its obligations under the Grant and any arrangements with any commercial entity that manufactures, distributes or sells tobacco products or related items;
- (ii) it is not directly or indirectly involved in the production, marketing or sale of tobacco products (other than an insignificant or de minimis part) in any country ("**Restricted Business**");
- (iii) it does not derive its income (other than an insignificant or de minimis part) from acting as the main or a significant advisor or consultant to a business that produces, markets or sells tobacco products in any country ("**Restricted Activity**") and;
- (iv) it does not have at the Grant award date nor will they have during the life of the Grant any commercial relationship with, nor sponsorship, support or other contact or arrangement with any individual, entity, organisation or brand owner that:
  - a) is a Restricted Business; or
  - b) carries out any Restricted Activity; or
  - c) is in BHF's reasonable opinion otherwise incompatible with its charitable heart health aims and objectives.

### 3. FINANCE & ADMINISTRATION OF BHF FUNDED PERSONNEL AND EQUIPMENT

#### 3.1 Funded Personnel

**3.1.1 Amount of award:** Total amounts agreed in a Grant will not be increased. Monies may not be vired between budget headings. 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. The Grant is for a fixed period and any surplus funds will remain with BHF.

**3.1.2 General:** In all cases where financial support is provided for the employment of staff, BHF 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. BHF will reimburse basic salary, National Insurance, Superannuation and London Allowance (if applicable), as specified in the Award Letter, but the responsibility for these payments, and any other employer costs lies entirely with the Institution. The tenure of appointment of staff recruited to work on BHF supported projects must be confined strictly to the period of the Grant, and BHF 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 Grant Holder must obtain BHF'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 BHF 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.

**3.1.4** Salaries will be reimbursed at a level no higher than the grade and level awarded and will include nationally agreed pay awards providing sufficient inflationary provision was costed into the application and the grant commences within 6 months of the date of award. Any excess inflationary amounts used when costing the application will remain with BHF as surplus funds. Increases in salaries other than single annual increments and nationally agreed pay awards will not be met by BHF. BHF reimburses salaries aligned to the national pay scales or recognised local pay models. BHF will not object to Institutions paying higher salaries at their own cost.

**3.1.5** 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.

**3.1.6** The Grant Holder must notify BHF of any delays relating to the appointment of staff. BHF will not be held responsible for any costs incurred in the event of such delays and reserves the right to review the Grant and make any changes it deems appropriate, including terminating the Grant.

**3.1.7** BHF 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.

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

**3.1.9 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.

**3.1.10 Clinical staff:** All BHF funded clinical fellows must hold an honorary clinical contract at the appropriate level.

**3.1.11 Annual leave:** BHF expects an individual's annual leave entitlement to be taken within the period of the Grant.

**3.1.12 PhD Studentships:** BHF will pay University tuition fees at the home rate if provided by the Grant. Any additional college fees should be covered by the Institution and not the student.

## **3.2 Equipment**

**3.2.1** In order to reduce the cost for BHF, it is the duty of the Grant Holder to obtain maximum possible discounts prior to the purchase of any equipment. Savings will remain with BHF.

**3.2.2** Reimbursement of equipment monies will be subject to receipt for a valid claim from the Host Institution's finance office for the item(s) awarded under the Grant to which a copy of the relevant supplier's invoice(s) must be attached. Equipment for medical research is normally exempt from VAT. BHF will only reimburse VAT on non-exempt items and only if provision has been made for this in the Grant.

**3.2.3** Subject to condition 3.2.6 below any equipment provided by the Grant is donated to the department in which the Grant Holder works specifically for the research as specified in the Grant. BHF's prior written approval must be obtained to use the equipment for any other purpose and such approval may be conditional on BHF receiving financial compensation for such use.

**3.2.4** If the research activity for which the equipment was purchased ends prematurely, or if the equipment is no longer required for the purpose it was given for whatever reason, BHF's prior written consent must be obtained prior to its disposal or any other use.

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

**3.2.6** If BHF 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 BHF and subject to the existing Institution's consent.

**3.3 Costs not covered by BHF:** BHF awards Grants on condition that any VAT payable on infrastructure and overhead costs are met by the Host Organisation (including but 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 BHF 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 (see condition 3.2 above) and research consumables should be shown separately. Any queries raised by BHF must be responded to within two weeks to avoid non-payment. A final claim must be submitted within six months of the end of the Grant and all outstanding matters must be resolved within a further three months. No reimbursement will be made against delayed claims. Unspent funds will be reallocated through BHF's research committees to new grants following peer review.

**3.5 Audit:** BHF 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 BHF 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 BHF and its auditors and to co-operate and to procure co-operation from its external auditors with BHF and its nominees for that purpose.

#### 4. APPROVALS AND GOVERNANCE

**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 BHF prior to commencement unless included in the application.

**4.2 Use of animals:** Adherence to the principles of the 3Rs as laid out in the current NC3Rs guidance documents is a requirement for research involving the use of animals. A project involving the use of animals may not commence without relevant Home Office licences covering all relevant institutions, the researchers and the research activities.

**4.3** If you are setting up a Steering Committee for a clinical trial or clinical study, BHF must approve the Chair and the two independent members of the Steering Committee.

**4.4** If you are setting up a Data Monitoring Committee for a clinical trial, BHF must approve the Chair and the members of the Data Monitoring Committee.

#### 5. INTELLECTUAL PROPERTY AND COMMERCIAL EXPLOITATION

**5.1** BHF is committed to fighting heart and circulatory disease; its major support is in funding research. As a charity, BHF 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. BHF therefore requires all Grant Holders, BHF funded personnel and their Institutions to play an active role in considering whether the protection, management and exploitation of BHF 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 BHF Intellectual Property. BHF is also obliged to ensure that it obtains a fair share of the fruits of any BHF funded Intellectual Property (and value arising from exploitation). All Grant Holders and Institutions are required to co-operate in this and provide all assistance as reasonably requested by BHF from time to time in a commercial and timely manner.

##### **5.2 BHF requires the Institution and Grant Holders to:**

- (i) notify BHF 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 BHF funding or working on a BHF 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 BHF funded Intellectual Property;
- (iii) notify BHF promptly of the proposed terms of any exploitation of BHF funded Intellectual Property and provide regular and timely updates to BHF on the progress of negotiations between the Grant Holder, the Institution and all relevant third parties regarding such terms;
- (iv) permit BHF to have reasonable and timely access to people and information who and which has any bearing on a BHF funded activity or the exploitation envisaged under this Condition 5, including the opportunity for BHF to attend meetings with all relevant stakeholders to the exploitation; and
- (v) 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 BHF 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 BHF).

**5.3** No Intellectual Property arising from the Grant may be exploited or disposed of in any way without the prior written consent of BHF, 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. Before granting the consent referred to in this condition 5.3, BHF may, if necessary, require amendments to the proposed terms of any exploitation of BHF funded Intellectual Property to ensure the chosen route and terms of any such exploitation are a fair and appropriate way of achieving the public good.

As a condition of granting such consent, BHF will require the Institution to accept the standard revenue and equity sharing terms of BHF which are in place at that time.

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

**5.5** 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 BHF Standard Conditions.

## **6. CONSULTANCIES, DIRECTORSHIPS, THIRD PARTY RESTRICTIONS AND ARRANGEMENTS**

**6.1** BHF is concerned to ensure that the useful results of research funds are applied for the public benefit (i.e. any private benefit should only be incidental to the public benefit achieved) and that the integrity and independence of researchers funded (in whole or in part) by BHF is not compromised by any commercial involvement which they may have. Therefore the Institution shall ensure that no consultancies, third party restrictions or arrangements are entered into in relation to any BHF funded person or activity except as provided in this Condition 6 and in accordance with any BHF policy on the relationship between BHF funded researchers and commercial organisations in place from time to time.

**6.2** BHF funded personnel may offer services as consultants or non-executive directors to commercial organisations provided that the consultancy or directorship they undertake is limited to the provision of advice and exchange of ideas and must not include research or supervision of research. A consultancy or directorship must not enable a commercial organisation to gain inappropriate access to unpublished data, findings or conclusions from any BHF funded research. The terms of each consultancy or directorship must be set out in a written agreement between the BHF funded individual and the commercial organisation and must be submitted for review and approval in advance to the Institution in accordance with Condition 6.6.

**6.3** Neither any individual funded by BHF or involved in any BHF funded research nor the Institution will, without the prior written consent of BHF, accept an appointment as a consultant, or enter into confidentiality agreements or use materials or compounds (not obtained commercially), on terms which would place restrictions on the publication of, or obtain prior knowledge of any research findings of BHF funded individuals or research activities other than those relating specifically to the materials or compounds supplied. "Reach through rights" over BHF funded Intellectual Property in favour of commercial organisations providing materials or compounds to BHF funded individuals for research purposes may not be granted.

**6.4** Neither any individual funded by BHF or involved in any BHF funded activity nor any Institution will enter into any collaborative arrangements involving BHF funded individuals, materials or research, where any party would place restrictions on the publication of, or patenting or commercial exploitation of any results of such collaborative arrangements, without the prior written consent of BHF. As a condition of granting such consent, BHF may require the Host Institution and/or the individual to agree to terms including the sharing of benefits (such as revenues and equity).

**6.5** The Institution, Grant Holders and co-applicants confirm that upon acceptance of a Grant there are no pre-existing arrangements which have not been disclosed fully in writing to BHF, which are or could lead to a breach of the BHF Standard Conditions.

**6.6** The Institution is required to review in advance all proposed agreements involving any BHF funded individual (including BHF Chair Holders) and/or BHF funded activity, to ensure that the agreements are consistent with the Conditions of Grant. If the Institution has any concern about the commercial involvement or otherwise of any BHF funded individual or BHF funded activity, it must promptly notify BHF of that concern in writing. BHF reserves the right to review any proposed or existing agreement if it believes it could have an effect on BHF's charitable activities or interests and/or the Grant, and the Institution agrees to provide copies of such agreements, as requested by BHF.

**6.7** If any individual funded by BHF or involved in a BHF funded activity wishes to participate in any start-up company or other organisation, to which the results of any BHF funded activity have or may be transferred or licensed or hold any equity in such company or organisation, notwithstanding Condition 5.3, such individual must obtain the prior written consent of BHF, such approval not to be unreasonably withheld. As a condition of granting such consent, BHF may require the individual and/or the Institution to agree to terms including the sharing of benefits (such as revenues and equity).

**6.8** BHF funded Chair Holders shall provide BHF with a list of all consultancies, directorships and equity interests related to their research once a year.

## 7. ACKNOWLEDGEMENTS, PUBLICATIONS AND PUBLICITY

**7.1** 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.

**7.2** Grant Holders must comply with BHF's Policy on Open Access and deposit within Europe PubMed Central an electronic copy of each paper funded wholly or in part by BHF, that is accepted for publication in a peer reviewed journal, within 6 months of publication.

**7.3** Grant Holders must inform the BHF press office immediately when results arising from BHF funding are accepted for publication or presentation.

**7.4** Grant Holders must ensure that BHF's support is acknowledged in all publications and presentations, including posters, either in the text or in a footnote quoting "British Heart Foundation" followed by the award reference number and the current BHF logo if appropriate.

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

**7.6** Grant Holders must notify the BHF press office at least 5 working days in advance of any publicity arising from a BHF Grant. Any press release or other material including reference to BHF funded results must be approved by the BHF 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.

**7.7** Grant Holders and personnel involved in BHF activities will assist BHF upon request in publicising the award of the Grant and subsequent results of each Grant.

**7.8** BHF 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 BHF Grants is primarily from legacies and donations, Grant Holders will not unreasonably refuse a request from BHF to name the Grant in recognition of a donor, provide annual progress reports on the Grant for a donor, and attend and/or speak at events or meetings from time to time to assist in the promotion of BHF and its charitable aims.

**7.9** BHF may contact Grant Holders and Host Institutions from time to time via post, telephone or email in connection with the administration of the Grant and the grant activities or to assist BHF in its mission (for example, peer review, research engagement requests, invitations and notices of interest).

## 8. DATA PROTECTION

**8.1** BHF, all signatories, Grant Holders and the Institution shall comply with their obligations under data protection legislation, including, but not limited to, the Data Protection Act 2018 and General Data Protection Regulation ("GDPR") (or its equivalent implementing legislation) and including where applicable the guidance and codes of practice issued by the Information Commissioner or any other relevant regulator. Any data protection terms in this clause shall have the meaning ascribed to them by the Data Protection Act.

**8.2** BHF shall retain records (and personal data) relating to your application(s) and ongoing reports for administrative reasons (including after your grant has ended and unsuccessful applications), for example to comply with regulatory reporting obligations and to resolve any potential disputes.

**8.3** Any personal information you provide during the application process that relates to gender, age, disability, ethnic origin, or nationality will be used only for the purposes of monitoring equality and diversity, and stored confidentially. Diversity data is collated and reported anonymously.

**8.4** As part of the reviewer selection process, your name, institution, and scientific abstract may be shared with an automated reviewing tool to identify suitable academic colleagues to evaluate your proposal subject to BHF approval. This information will not be accessible outside BHF and will not be used to train the algorithm.

**8.5** BHF and all signatories, Grant Holders and the Institution agree that any processing operations under the Conditions of Grant conform to the description set out in Schedule 1.

## 9. GOVERNING LAW AND JURISDICTION

These BHF 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.

December 2025 (item 8.4 inserted)  
 February 2025 (item 3.1.12 inserted)  
 December 2024 (items 1.1, 1.2, 1.3, 3.1.2, 7.4, 7.8 and schedule 2 item 3.6)

February 2024 (items 1.7.1, 1.7.2, 2.5, 3.2.2, 8.1, schedule 1, schedule 2 items 2, 3.5, 3.6 and 4, schedule 3 items 1, 2 and 5 amended; items 7.9, 8.2, 8.3 and schedule 2 item 3.3 inserted)  
June 2022 (items 2.1 and 2.2 amended)  
February 2022 (items 1.7.1 and 6.8)  
August 2021 (item 3.1.4 amended)  
March 2021 (items 1.3 and 1.5 amended)  
November 2020 (items 2.2 and 3.1.4 amended)  
October 2020 (item 1.6 and schedule 1 amended)  
August 2020 (item 1.3 amended)  
April 2019 (schedule 1 amended)  
Feb 2019 (schedule 1, items 3.4 and 8 amended, schedules 2, 3 and item 2.5 inserted, item 3.1.3 removed)

## SCHEDULE 1

## SCHEDULE 1 - DATA PROTECTION

**BHF as Data Controller**

BHF is required to process personal data in order to process the application and /or Grant, for the purposes of audit, evaluation, management, creating partnerships, and for promoting the work of BHF and the Grant.

This personal data shall include information relating to staff, applicants, co-applicants, principal investigators, and other individuals involved in the research conducted under the Grant. It shall include such information as names, job titles, work email addresses, CVs, salaries, contact information, gender, nationality and workplace incidents.

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, regulatory and research bodies, current or potential donors, independent evaluators and consultancy groups, some of whom may be based outside the European Economic Area.

BHF and its partners, including other research organisations, may publish personal data of the Grant Holder(s) and others funded by BHF including but not limited to names, professional expertise, title and abstract of the Grant and funding details on its website, in its annual report or in other publications from time to time.

**The Institution as Data Controller**

The Institution will be the Data Controller for all personal data processed under the Grant.

## SCHEDULE 2

**Policy on Bullying and Harassment**

BHF considers bullying and harassment of any kind, in any context, to be unacceptable. We believe that all people working at BHF or involved in BHF-funded activities should be able to work in an environment where everyone is treated, and treats others, fairly and with respect.

**1. Bullying and harassment**

**Bullying** is any offensive, intimidating, malicious or insulting behaviour. It involves the misuse of power and can make the person being bullied feel vulnerable, upset, humiliated, undermined or threatened.

**Harassment** is any unwanted physical, verbal or non-verbal conduct that has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. It may be persistent or a single incident.

**2. What we expect from people involved in BHF funding**

We expect all participants involved in BHF funding to treat each other with dignity and respect. Participants include:

- grant holders
- co-investigators
- supervisors
- research staff
- students
- fieldworkers
- collaborators
- consultants
- sub-awardees

By approving a grant application for submission, all signatories confirm to the best of their knowledge that there are no upheld allegations for which there is either a current formal disciplinary warning or an active sanction in place, or there are no formal active investigations relating to bullying or harassment against the principal investigator or supervisor(s), co-investigator(s), or any named research staff employed by the institution. If there are, BHF's Head of Research Funds should be informed in confidence via email at [researchintegrity@bhf.org.uk](mailto:researchintegrity@bhf.org.uk), and we may reject the application or ask that the relevant individual(s) be removed from it. If an individual has been at the institution for less than one year, we expect the institution to check with the previous employer.

**3. What we expect from the institutions we fund**

It is the institution's responsibility to:

1. Have a policy in place that clearly sets out:
  - the standards of behaviour it expects from staff
  - its procedure for responding to complaints, including a first point of contact

The policy should be available to all staff and ideally published on the institution's intranet.
2. Make sure there is an equivalent policy in place at any sub-awardee organisation, if relevant.
3. Ensure any relevant privacy statement permits the sharing of data in accordance with this policy and that all grant participants are aware of the potential for information sharing.
4. Investigate allegations of bullying and harassment in an impartial, fair and timely manner, ensuring the views, rights and safety of employees involved are protected, and take appropriate action.
5. Tell BHF's Head of Research Funds via email at [researchintegrity@bhf.org.uk](mailto:researchintegrity@bhf.org.uk) when a decision is made to formally investigate an allegation of bullying or harassment and keep us informed during the investigation process. The information provided should include:
  - the name of the person against whom a formal investigation has commenced
  - the person's connection to BHF (e.g. grant reference no)
  - a brief factual statement about the nature of the allegation (e.g. bullying junior members of staff in a research group)

- the date the complaint was lodged, the start date of the investigation and the expected completion date

This applies to any employee at the institution who is associated with:

- a grant application (principal applicant, supervisor, co-applicant, named research staff)
  - a BHF grant (see the list of participants above)
6. When an investigation is completed, tell BHF's Head of Research Funds via email at [researchintegrity@bhf.org.uk](mailto:researchintegrity@bhf.org.uk) whether the allegation was upheld, the findings of the investigation, if any sanctions have been imposed and if any changes have been made to policies or processes as a result of the investigation. A copy of the investigation report must also be sent.

We consider it important that, wherever possible, organisations see an investigation through to its conclusion, including any disciplinary procedures, and document the findings, even where the subject of the investigation resigns during the process.

The information you provide should **not** include any:

- sensitive personal information, e.g. relating to criminal offences or convictions
- personal information about other people, e.g. the person making the claim.

Any information you send to us will be:

- stored in accordance with data protection law requirements
- communicated on a need-to-know, restricted-access basis only
- updated and/or deleted in line with our retention policy

#### 4. Sanctions

If an institution upholds a bullying or harassment allegation, we may apply our own sanctions. These will be independent of any set by the institution. We may:

- send a letter of concern
- where the person remains in post, require them to attend workplace behaviour training before continuing on the grant or applying for further BHF funding
- remove the person from the affected grant(s)
- withdraw funding from the grant holder. We will work with the institution to minimise any impact on staff on the affected grant(s), which may include transfer to another investigator
- bar the person from being a PhD supervisor on institutional BHF PhD programmes or other, or from receiving funding through other BHF institutional awards
- temporarily or permanently restrict the person from future grant applications (or specific types of grant applications)
- allow future grant applications, but require the institution to monitor the way the person manages staff
- take any further sanctions at our own discretion

We may apply sanctions against a BHF-funded institution if we find:

- it has failed to respond to a bullying and/or harassment complaint promptly and objectively
- it has failed to keep BHF informed
- there has been institutional-level failure to complete disciplinary procedures
- there has been a serious institutional-level failure to effectively ensure appropriate workplace conduct standards are observed
- it has failed to take appropriate disciplinary action

Sanctions may include:

- not accepting new grant applications for a limited period of time
- restricting applications for specific grant types, e.g. not allowing participation in BHF PhD programmes
- suspending funding to the institution in extreme cases

#### 5. How BHF handles allegations

Allegations should be reported to the employing institution of the person against whom the allegation is being made. It is the employing institution's responsibility to investigate, not BHF's. If an allegation of bullying or harassment is made directly to a member of BHF staff rather than to the institution, we may:

- discuss the circumstances with the informant
- encourage the informant to report the allegation to the institution through the appropriate channels, or
- tell an appropriate individual at the institution ourselves

If an informant wants to remain anonymous, we will respect this unless we have a legal obligation to reveal their identity. We'll tell the informant before we do this.

The institution is then responsible for following its procedures for handling allegations.

We will reserve any judgement about an allegation until the investigation is complete. We will only provide information to our staff or external advisers on a need-to-know basis.

Whilst we will accept grant applications from an individual as principal applicant who is the subject of a formal investigation, we will not communicate the outcome of the application until the investigation is complete to our satisfaction.

#### **6. BHF's role in any investigation**

BHF does not carry out its own investigations, but we may:

- ask for information about an institution's processes and how they are effectively implemented
- check that an institution has a policy and is following it
- request a copy of the final investigation report

Where we exercise our right to see the above information, we expect institutions to be able to share this information. BHF strongly discourages the inappropriate use of non-disclosure agreements that might prevent organisations from sharing this information with us.

## SCHEDULE 3

**Policy on Research Misconduct and Fraud**

The British Heart Foundation (BHF) is committed to ensuring high standards of research integrity and practice in the research it funds. As part of this, we expect researchers to follow BHF policies that support a constructive research environment, such as our policy on bullying and harassment outlined in schedule 2. We also expect UK research institutions to follow the Universities UK [concordat to support research integrity](#), and those outside the UK to follow appropriate guidelines of a similar standard.

We use the concordat's definition of research misconduct, and we expect the institutions that we fund to do the same. The concordat defines misconduct as "behaviour or actions that fall short of the standards of ethics, research and scholarship required to ensure that the integrity of research is upheld." This includes fabrication, falsification, plagiarism or deception in performing or reviewing research, and in reporting research outputs.

For example, omitting relevant data, manipulating images, or misusing data by deliberately attempting to re-identify people from research data are all research misconduct.

It does not include honest differences in the design, execution or interpretation in evaluating research methods or results, or research of poor quality unless this encompasses the intention to deceive.

**1. What we expect from people involved in BHF funding**

We expect all participants involved in BHF funding to treat each other with dignity and respect. By approving a grant application for submission, all signatories confirm to the best of their knowledge that there are no current active sanctions in place relating to research misconduct against the principal investigator or supervisor(s), co-investigator(s), or any named research staff employed by the institution. If there are, BHF's Head of Research Funds should be informed in confidence via email at [researchintegrity@bhf.org.uk](mailto:researchintegrity@bhf.org.uk), and we may reject the application or ask that the relevant individual(s) be removed from it. If an individual has been at the institution for less than one year, we expect the institution to check with the previous employer.

**2. What we expect from the institutions we fund**

BHF requires institutions to investigate all allegations of research misconduct involving researchers that we fund, and to have formal written procedures for handling these allegations. It is the responsibility of the institution to:

- Identify a senior member of staff to act as a first point of contact for anyone wanting to raise issues relating to research misconduct at the institution.
- Carry out an impartial, fair and timely investigation of all allegations of research misconduct made against its staff and students.
- Inform BHF's Head of Research Funds in confidence via email at [researchintegrity@bhf.org.uk](mailto:researchintegrity@bhf.org.uk) at the point a decision is made to formally investigate an allegation of research misconduct made against an employee at the institution who is funded by BHF or has an application for funding under consideration. Information should include:
  - i. the category of research misconduct
  - ii. the name of the person against whom a formal investigation has commenced
  - iii. the person's connection to BHF (e.g. grant reference no(s))
  - iv. a brief factual statement about the nature of the allegation
  - v. the start date of the investigation and the expected end date
  - vi. the investigation process
- Keep BHF informed during the process of investigation. We may choose to send a representative to observe any formal inquiry. Investigations should conclude within one year of receiving the allegation.
- Inform BHF of the outcome of the investigation as soon as it is known, including any consequent sanctions imposed and changes to policies and processes, and provide us with the final investigation report

The UK Research Integrity Office's recommended [procedure for investigation](#) provides a detailed model that may be helpful to institutions in the UK and elsewhere.

**3. Sanctions**

If the institution or BHF determines that the allegation of research misconduct is substantiated, we will consider appropriate sanctions, including:

- a letter of reprimand
- removal of the individual from the grant in question or withdrawal of current funding
- restriction from future grant applications
- requiring the withdrawal or correction of pending or published abstracts, papers or monographs produced by the research in question
- requiring the monitoring of future work
- repayment of any grant affected plus interest.

Where allegations of research misconduct are upheld, we expect institutions to implement appropriate disciplinary procedures.

If an institution fails to conduct a timely investigation, or to keep BHF appropriately informed of its actions, we may choose to apply sanctions against the institution. This may include not accepting new grant applications or, in extreme cases, suspending funding to the institution.

#### **4. How BHF handles allegations**

There may be instances where allegations of research misconduct are made directly to a member of our staff rather than to an individual within the host institution.

In such instances, having discussed the circumstances with the informant, we will inform an appropriate individual at the host institution and the institution will then be responsible for taking suitable action in line with its formal written procedures for handling allegations.

BHF will not form an opinion on any allegation until an investigation has been completed and will only provide information to our staff or external advisors as necessary.

Whilst we will accept grant applications from an individual as principal applicant who is the subject of a formal investigation, we will not communicate the outcome of the application until the investigation is complete to our satisfaction.

If an informant wishes to remain anonymous, this will be respected unless:

- there are overriding legal requirements that we reveal the identity of the informant
- it is impossible to maintain anonymity to conduct an investigation
- the informant subsequently agrees to relinquish anonymity.

The informant will be notified of any proposed change to their anonymity.

#### **5. BHF's role in any investigation**

BHF does not carry out its own investigations, but we may:

- ask for information about an institution's processes and how they are effectively implemented
- check that an institution has a policy and is following it
- request a copy of the final investigation report

Where we exercise our right to see the above information, we expect institutions to be able to share this information. BHF strongly discourages the inappropriate use of non-disclosure agreements that might prevent organisations from sharing this information with us.