



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

### 1. GENERAL CONDITIONS

#### 1.1 Definitions

'Award Letter'	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 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.
'BHF'	The British Heart Foundation (registered charity number 225971).
'Conditions of Grant'	The BHF 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, 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.
'BHF Grant reference number'	The unique number allocated by BHF and which must be quoted on all correspondence and invoices.

**1.2 Applicability:** Grants awarded by the 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 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 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. 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** 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.

**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. The Grant Holder must advise BHF in writing of the starting date of the research activity at the earliest opportunity and seek the 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** The BHF uses Researchfish to collect data on outcomes and impacts arising from its awards (with the exception of Personal Chairs, Centres of Research Excellence, Infrastructure Grants and Strategic Initiatives). 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 receipt of the final report, and the Grant closed six months after the end date, with outstanding invoices unpaid in its absence. 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.

**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 the 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 instructional 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. The Host Institution acknowledges that BHF 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 BHF 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:** 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 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 the 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 varied 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. 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 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 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 BHF must be notified immediately and kept informed of further developments. BHF 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 BHF may reasonably require for that purpose. BHF 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 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.

**3.1.5** Salaries will be reimbursed at a level no higher than the grade and level awarded and will include nationally agreed pay awards providing the grant commences within 6 months of the date of award. Any inflationary amounts used when costing the application will remain with BHF as surplus funds. Increases in salaries other than 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.

**3.1.6** 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 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.

**3.1.8** 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.

**3.1.9 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.

**3.1.10 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.

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

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

## 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. The supplier's invoice(s) should be countersigned by the Grant Holder and bear the item number to which it relates. 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 infrastructure and overhead costs are met by the Host Institution (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. 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 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 the 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 the 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, the 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 the 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 covering themselves and all other members of their department, and update such list of consultancies, directorships and interests 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, either in the text or in a footnote quoting "British Heart Foundation" followed by the award reference number.

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 the 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 attend and/or speak at events or meetings from time to time to assist in the promotion of BHF and its charitable aims.

## 8. DATA PROTECTION

8.1 By approving the grant application for submission, all signatories explicitly accept that:

8.1.1 all information that the Grant Holder, co-applicants and/or Institution supply to BHF relating to any applications or Grants awarded under the BHF Standard Conditions will be used for the purposes of processing the application and/or Grant and for the purpose of audit and/or evaluation. BHF and the Institution shall comply with their obligations under applicable data protection legislation, including, as applicable, the Data Protection Act 1998 and General Data Protection Regulation ("GDPR") (or its equivalent implementing legislation). Any data protection terms in this clause shall have the meaning ascribed to them by the GDPR. 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.

8.1.2 BHF may publish the name, work address and contact details, including e-mail address of the Grant Holder(s) and others funded by BHF 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.

8.1.3 BHF and the Institution agree that any processing operations under the Conditions of Grant conform to the description set

out in Schedule 1.

**8.1.4** If the Institution processes or receives or otherwise has access to BHF personal data, BHF is the data controller and the Institution is the data processor.

**8.1.5** The Institution agrees that it shall:

(a) implement and maintain appropriate technical and organisational measures to meet the requirements of applicable data protection legislation; and

(b) comply with its obligations and the requirements set out under Article 28(3) of the GDPR

#### **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.

May 2018 (item 8 amended, Schedule 1 added)

February 2018 (item 1.7.1 amended)

September 2017 (item 4.3, 4.4 added; 5.4, 5.4.1, 5.4.2 removed)

SCHEDULE 1

Personal Data

**Part 1: Purposes**

BHF is required to process personal data in order to process the application and/or Grant and for the purpose of audit and/or evaluation under these Standard Conditions.

**Part 2: Type**

Names of staff, applicants, co-applicants, principal investigators, and other individuals involved in the research conducted under the Grant.

**Part 3: Categories**

Personal Data.