

## Research Award Funding Agreement

Parties

**Children's Health Foundation Queensland (Trading As Children's Hospital  
Foundation)  
ABN 11 607 902 687**

**Institution Name**  
Institution ABN

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DRAFT ONLY NOT A FORMAL OFFER

**Parties**      **Children's Health Foundation Queensland** ABN 11 607 902 687 of 494 Stanley Street,  
South Brisbane QLD 4101  
**(Children's Hospital Foundation)**

Institution Name & ABN of Institution Registered Office Address  
**(Administering Institution)**

## Introduction

- A. The primary purpose of the Children's Hospital Foundation in funding research is to assist in the discovery and development of treatments and cures for paediatric illnesses and diseases.
- B. In funding research, the Children's Hospital Foundation seeks to support significant advancements in our understanding of causes, diagnosis, treatment, management and prevention of paediatric illnesses and diseases.
- C. The Children's Hospital Foundation employs a rigorous, transparent and independent peer review process to assist in the selection of research award applications for funding.
- D. Research funded by the Children's Hospital Foundation might have public health, scientific or commercial value or result in inventions. The Children's Hospital Foundation recognises that the public benefits of the research developed through Children's Hospital Foundation support may be best accomplished through patenting, copyright or licensing of such inventions.
- E. All research supported by the Children's Hospital Foundation must be undertaken according to the terms and conditions set out in this Agreement.
- F. The Administering Institution hosting the Award Activity is responsible for coordinating the research supported by any Children's Hospital Foundation Award and meeting the reporting and other requirements as set out in this Agreement.

## It is agreed

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### 1. Definitions and interpretation

1.1 In this Agreement, unless the contrary intention appears:

- (1) **Additional Funding** means funds identified in the initial research funding proposal required for the successful completion of the research supported by a Children's Hospital Foundation Award. This may include funds from other funding bodies, from the Administering Institution or other sources but excludes Co-funding;
- (2) **Administrative Costs** means any costs associated with the performance of the Award Activities by any one or more of the Administering Institution, its Personnel and the Specified Personnel but excluding such costs to the extent identified and specified as being funded by the Children's Hospital Foundation under this Agreement;
- (3) **Agreement** means this document together with any annexures and schedules attached to this document or referenced in this document;
- (4) **Application** means the funding application submitted to the Children's Hospital Foundation by the Administering Institution by reference to a Scheme;
- (5) **Approved Budget** means the Administering Institution's budget for the Award Activity as approved by the Children's Hospital Foundation in the Award Plan;

- (6) **Australian Accounting Standards** refers to the standards of that name, as amended from time to time, that are maintained by the Australian Accounting Standards Board and referred to in section 226 of the *Australian Securities and Investments Commission Act 2001* (Cth);
- (7) **Australian Privacy Principles** means the Australian Privacy Principles in the *Privacy Act 1988* (Cth);
- (8) **Award** means the award of research funding by the Children's Hospital Foundation under the Scheme specified in the Application;
- (9) **Award Activity** means research and necessary ancillary activity conducted by the Administering Institution in connection with the Award;
- (10) **Award IP** means any Intellectual Property intentionally or accidentally developed in the course of or arising as a result of conducting the Award Activity, including copyright in any Reports, and any results of the Award Activity;
- (11) **Award Material** means all material created, provided or required to be provided as part of, or for the purposes of the Award Activity, and includes any documents, equipment, information or data stored by any means and any material derived from such material by the Administering Institution;
- (12) **Award Period** means the time period calculable from the Award Plan commencement and completion dates;
- (13) **Award Plan** means the details of conduct of the Award Activity as specified in accordance with Annexure A;
- (14) **Awardee** means the person designated by the Administering Institution in the Application as having primary responsibility for the management of the conduct of Award Activity on behalf of the Administering Institution;
- (15) **Background IP** means Intellectual Property (excluding both Award IP and the name, logo or other identifying mark of each of the Parties) that is in existence at the commencement of the Award Period, or comes into existence during the Award Period, and which is made available by a Party for use, reproduction or other exploitation in connection with the Award Activity, whether by specification in that Party's application as nominated 'Background IP' or otherwise;
- (16) **Business Day** means a day that is not a Saturday, Sunday, public holiday or any other day on which the Children's Hospital Foundation is closed for business to the public;
- (17) **CEO** means the position of Chief Executive Officer or equivalent, or the CEO's nominee, and includes a person acting in such position;
- (18) **Change of Control** means, in relation to an Administering Institution:
- (a) a change in its actual or beneficial ownership or control; and/or
  - (b) a change in the composition of its governing body that has the effect of reducing the Administering Institution's legal or financial independence;
- (19) **Chief Financial Officer** means the person with principal responsibility for accounting and financial management within the Administering Institution, or another person nominated by the Administering Institution who is a qualified public accountant and member of one of the following organisations: CPA Australia, the Institute of Chartered Accountants, or the National Institute of Accountants;

- (20) **Co-Contribution Funds** means funds contributed to the Award Activity by the Children's Hospital Foundation and the Administering Institution in support of the Award Activity, including Salary Support Packages, in compliance with Clause 4.10.
- (21) **Co-funding** means funding specifically contributed by an external party to the Children's Hospital Foundation to support research pursuant to an agreement for award funding. If applicable, the Co-funding body and any additional terms and conditions associated with this funding are identified in the Award Plan. For the avoidance of doubt, co-funding does not include a donation;
- (22) **Commercialisation Costs** means costs incurred by the Administering Institution in the course of the protection, maintenance and enforcement of the Notified IP and the Commercialisation of the Notified IP being:
- (a) legal fees and cost incurred for external attorneys for filing and prosecution of patents, trademarks or other registered rights, maintenance, defence and enforcement;
  - (b) fees and costs incurred for external expert advice (including but not limited to legal, tax, business or Commercialisation);
  - (c) revenue shares agreed to be disbursed to external organisations involved in the creation of the Notified IP;
  - (d) royalties or other payments for licences required to Commercialise the Notified IP;
  - (e) revenue shares required to be distributed under Administering Institution policy sharing arrangements, and
  - (f) all taxes paid and payable by the Administering Institution in respect of Commercialisation of the Notified IP;
- (23) **Commercialise** means in relation to Intellectual Property, to do or seek to do any one or more of the following:
- (a) manufacture, sell, hire or otherwise exploit a product or process embodying or utilising the Intellectual Property;
  - (b) provide a service incorporating that Intellectual Property;
  - (c) license any third party to do any of those things identified at clause 1.1(23)(a) or (23)(b); or
  - (d) otherwise license or assign that Intellectual Property,
- with the intention of generating revenue and includes any necessary preparatory acts such as seeking to register or obtain grant of that Intellectual Property (and **Commercialised** and **Commercialisation** shall take cognate meanings);
- (24) **Confidential Information** means information that:
- (a) is by nature confidential;
  - (b) is designated by a party as confidential;
  - (c) the other party knows or ought to know is confidential,
- but does not include information which:
- (d) is or becomes public knowledge other than by breach of this Agreement or any other confidentiality obligations; or

- (e) has been independently developed or acquired by the other Party as established by written evidence;
- (25) **Conflict of Interest** refers to a current or potential conflict of interest, such as vested private or financial interests, which may affect or influence the Administering Institution in performing the Award Activity fairly and independently;
- (26) **Financial Acquittal** means a statement of receipts and expenditure as specified in Clauses 7.4 and 7.5;
- (27) **GST** means the Goods and Services Tax payable under GST Law;
- (28) **GST Law** means the same as in *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (29) **Children's Hospital Foundation Material** means any material, except for Award Material, provided by the Children's Hospital Foundation to the Administering Institution for the purposes of this Agreement, or derived at any time from such material;
- (30) **Institutional Approvals** means the statements of compliance and ethics clearances specified at clause 26;
- (31) **Intellectual Property or IPR or IP** means:
- (a) all copyright and neighbouring rights; and
  - (b) all rights in relation to inventions (including patent rights), plant varieties, trade marks (whether registered or unregistered), designs and circuit layouts and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields
- but excludes Moral Rights and rights in relation to Confidential Information;
- (32) **Law** includes any requirement of any statute, law, rule, regulation, proclamation, order in council, ordinance, by-law or statutory instrument (including but not limited to orders, directions, guidelines or standards with legislative force) relevant to this Agreement;
- (33) **Moral Rights** means the right of integrity of authorship, the right of attribution of authorship and the right not to have authorship falsely attributed, more particularly as conferred by the *Copyright Act 1968* (Cth), and rights of a similar nature of anywhere in the world;
- (34) **Net Proceeds** means all financial proceeds received by the Administering Institution in connection with the Notified IP less Commercialisation Costs;
- (35) **New Institution** means another institution or body to which Specified Personnel elect(s) to move, provided the Specified Personnel is/are intending to continue with the Award Activity (or part of the Award Activity) at that other institution or body;
- (36) **Parties** means the parties to this Agreement;
- (37) **Personal Information** means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion);
- (38) **Personnel** means a Party's directors, officers, employees, advisers, contractors, agents and representatives together with, in relation to the Administering Institution, any other individuals involved in the management or conduct of the Award Activity;

- (39) **Privacy Act** means the *Privacy Act 1988* (Cth) and any guidelines issued by the Australian Privacy Commissioner under the Privacy Act;
- (40) **Progress Report** is defined in clause 7.6;
- (41) **Reports** means those reports required, produced or created as specified in clause 7;
- (42) **Responsible Officer** means the officer nominated by the Administering Institution as its contact person for the purpose of this Agreement;
- (43) **Salary Support Package** means a specified component of an Award put towards the salary costs of the Administering Institution in respect of any one or more of an Awardee, the Administering Institution's Specified Personnel and the Administering Institution's Personnel, expressly including any Co-Contribution Funds;
- (44) **Scheme** means any funding scheme administered by the Children's Hospital Foundation, excluding travel grants;
- (45) **Scholarship Scheme** means a Scheme that provides support for a student to further their education and which is specified as such by the Children's Hospital Foundation in the Application;
- (46) **Special Conditions** means the special conditions applicable to a Scheme as described in Annexure B;
- (47) **Specified Personnel** means in relation to the Administering Institution, the Awardee and any other individuals specified in the Award Plan as conducting any part of the Award Activity;
- (48) **Tobacco Policy** means the policy set out at Annexure C; and
- (49) **Transfer Application** means an application made to the Children's Hospital Foundation (in the form required by the Children's Hospital Foundation) by the Administering Institution for approval to transfer the whole or part of the Award, as applicable, to a New Institution;

1.2 Except where the context otherwise requires:

- (1) words importing a gender include any other gender;
- (2) words in the singular number include the plural and words in the plural number include the singular;
- (3) clause headings are for convenient reference only and have no effect in limiting or extending the meaning of the provisions to which they refer;
- (4) where any word or phrase is given a defined meaning, any other form of that word or phrase has a corresponding meaning;
- (5) "including" and similar expressions are not words of limitation;
- (6) a reference to a person or body includes a partnership and a body corporate or body politic; and
- (7) any reference to legislation or regulations includes legislation or regulations amending or replacing earlier legislation or regulations.

1.3 Where the context so admits, a reference to the Administering Institution includes its Personnel.

1.4 This Agreement may be executed in any number of counterparts. All of such counterparts taken together shall be deemed to constitute one and the same Agreement.



- 1.5 Where any conflict arises between the terms and conditions contained in the clauses of this Agreement and any annexure to this Agreement, schedule to this Agreement or other document referenced in this Agreement, the documents take precedence in the following order (with most significant first and least last):
- (1) the Special Conditions per Annexure B;
  - (2) the Award Plan per Annexure A;
  - (3) the terms and conditions contained in the clauses of this Agreement.
- 1.6 Where the Administering Institution consists of more than one person, those persons agree to be jointly and severally bound by the terms of this Agreement.
- 1.7 The laws of the State of Queensland apply to this Agreement.
- 1.8 This Agreement comprises the entire agreement between the parties in relation to its subject matter.
- 1.9 If a party does not exercise (or delays in exercising) any of its rights under this Agreement or at law, that failure or delay does not operate as a waiver of those rights.
- 1.10 A single or partial exercise by a party of any of its rights under this Agreement or at law does not prevent the further exercise of any right.
- 1.11 If a court or tribunal says any provision of this Agreement has no effect or interprets a provision to reduce an obligation or right, this does not invalidate any other provision.
- 1.12 An uncertainty or ambiguity in the meaning of a provision of this Agreement will not be interpreted against a party just because that party prepared the provision.

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## 2. Term

- 2.1 This Agreement commences on the commencement of the Award Period and expires on the conclusion date of the Award Period as set out in the Award Plan, subject to any extensions agreed between the Parties, unless terminated earlier in accordance with this Agreement.
- 2.2 If an Administering Institution wishes to extend an Award Period, the Administering Institution's Responsible Officer must submit a written request to the Children's Hospital Foundation, at least three months prior to the existing completion date for that Award Period, explaining the special circumstances requiring the extension. However, in connection with a Scholarship Scheme, the Children's Hospital Foundation will only consider additional funding for a further period not exceeding six months.
- 2.3 Notwithstanding any other provision of this Agreement, the Administering Institution must ensure that:
- (1) the Administering Institution;
  - (2) the Awardee;
  - (3) the Specified Personnel; and
  - (4) any other individual or entity associated with any of the above and having any involvement with the Award Activity (collectively, the **Covered Persons**)
- fully comply with the Tobacco Policy.

- 2.4 Notwithstanding any other provision of this Agreement, the Administering Institution acknowledges that if any one or more Covered Persons do not comply with the Tobacco Policy, this Agreement (together with all Awards made under it) may be terminated immediately and without notice.

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### **3. Performance of the Award Activity**

3.1 The Administering Institution must:

- (1) only conduct that Award Activity approved in writing by the Children's Hospital Foundation in response to the corresponding Application and otherwise act in accordance with the Agreement;
- (2) conduct most of the Award Activity in Queensland and expend no less than 80% of the Award in Queensland (unless prior written permission to do otherwise has been obtained from the Children's Hospital Foundation);
- (3) conduct the Award Activity in a diligent manner and to a high professional standard consistent with best Australian research and academic practice;
- (4) do all things necessary or desirable to complete the Award Activity within the Award Period;
- (5) endeavour in good faith to achieve the deliverables by their due date;
- (6) notify the Children's Hospital Foundation as soon as it is practicable of any expected or actual delay or suspension in the progress of the Award Activity;
- (7) except as otherwise expressly provided in this Agreement, provide at its own expense all personnel, equipment, facilities, services and premises necessary for the efficient conduct of the Award Activity;
- (8) ensure that all relevant licences, permits, consents and approvals (including Institutional Approvals) are obtained and maintained as required for the duration of the Award (and promptly evidence the same upon written request from the Children's Hospital Foundation);
- (9) take all reasonable steps to ensure that the Awardee and the Specified Personnel put the Administering Institution in a position to comply with its obligations under this Agreement;
- (10) comply with all applicable laws in carrying out any Award Activity;
- (11) notify the Children's Hospital Foundation within 30 days after the Administering Institution becomes aware or receives notice that the Awardee has relinquished his/her Award and will no longer be undertaking the Award Activity;
- (12) ensure that an Award Activity commences no later than the commencement date specified in Annexure A for that Award unless the Children's Hospital Foundation has given its prior written approval to a deferral of that commencement date. If the Administering Institution wishes to defer commencement of an Award beyond the commencement date, the Administering Institution's Responsible Officer must submit a written request to the Children's Hospital Foundation as soon as possible after becoming aware of the delay or expected delay, explaining the special circumstances requiring the deferral prior to the commencement date. Any request for deferral beyond six months from the commencement date will not normally be approved and may result in the termination of the Award pursuant to clause 19.
- (13) ensure that all Administrative Costs required to support the Award Activity are met promptly and in full, or if a Salary Support Package is specified in the Approved Budget, are met promptly for all those Administrative Costs beyond those expressly covered by that Salary Support Package;

- (14) without derogating from the obligation in clause 3.1(13), ensure that the cost of the Specified Personnel's salary and other entitlements or conditions of service is met by the Administering Institution to the extent such cost exceeds the amount of the Salary Support Package specified in Approved Budget (if any); and
  - (15) without derogating from the obligations in clauses 3.1(13) and 3.1(14), ensure that the Specified Personnel who are employed full-time on an Award Activity, and in respect of whom a Salary Support Package is provided for that Award Activity, do not accept any remuneration from any source other than the Administering Institution in respect of work on the Award Activity without the prior written consent of the Children's Hospital Foundation (which consent will not be unreasonably withheld) or unless otherwise permitted by the Special Conditions. In this clause 3.1(15), 'remuneration' excludes any income generated from the Commercialisation of Award Intellectual Property.
- 3.2 The Administering Institution warrants to the Children's Hospital Foundation that it has in place, and maintains, the following:
- (1) a security policy and procedures to a sufficiently high standard to prevent and protect against unauthorised access to all locations at which the Award Activity, or any part of it, will be carried out; and
  - (2) an appropriate security policy and procedures to protect all information technology hardware and software associated with the Award Activity or any part of it; and
  - (3) a security policy and procedures to a sufficiently high standard to prevent and protect against unauthorised access to documents, including laboratory notebooks and the like, computers and details of experiments.
- 3.3 For the purposes of:
- (1) inspecting the premises;
  - (2) observing procedures; and
  - (3) doing all things necessary to assess whether the Administering Institution is complying with appropriate security arrangements and ethics approval processes in respect of this Agreement,

the Children's Hospital Foundation may, upon giving the Administering Institution reasonable notice, enter (during business hours) any premises owned or occupied by the Administering Institution, in which the Award Activity is being conducted or material related to the Award Activity is being stored. Where any such entry and inspection occurs, the Administering Institution may arrange for persons authorised by the Administering Institution to accompany the Children's Hospital Foundation representative. The Children's Hospital Foundation agrees that it will comply with any reasonable directions of the Administering Institution whilst on the premises.

- 3.4 The Administering Institution will make its own arrangements with third parties as to the rights and obligations of Personnel involved in the Award Activity but not Parties to this Agreement. However, such arrangements must not be inconsistent with this Agreement. The Children's Hospital Foundation is under no obligation to assist, participate or facilitate these arrangements including any arrangements between the Administering Institution and third parties in relation to Intellectual Property rights, rights in relation to data, financial management, ethics and co-operative research arrangements.

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#### **4. Funding and Co-funding**

- 4.1 The Administering Institution must issue an invoice to the Children's Hospital Foundation in arrears at the end of each quarter. If the Administering Institution cannot provide the invoice within 14 days of the end of each quarter, it must:

- (1) provide written notice to the Children's Hospital Foundation to explain why it has delayed issuing the invoice; and
  - (2) issue the invoice by the last day of the last month following the end of that quarter.
- 4.2 Subject to the Administering Institution complying with this Agreement on an ongoing basis, the Children's Hospital Foundation will pay the Award to the Administering Institution in accordance with the Award Plan.
- 4.3 Unless otherwise specified in the Award Plan, payment of the Award will be made quarterly in arrears in respect of all Approved Budget components conditional on all the requirements specified in the Award Plan being met.
- 4.4 The sum of all amounts to be contributed by the Children's Hospital Foundation for the Award Activities (excluding Co-Contribution Funds) shall not, without the prior written agreement of the Children's Hospital Foundation, exceed the Award.
- 4.5 With the exception of Co-Contribution Funds (as applicable), the Award is made available for the Award Activity only and is not transferable to other awards or activities.
- 4.6 Payment of the Award will not commence until satisfactory evidence is provided to the Children's Hospital Foundation that all Institutional Approvals required for the commencement of the Award Activity as specified in the Award Plan have been obtained by the Administering Institution and all warranty requirements under clause 26 are fulfilled. Where any Institutional Approval necessary for the Award Activity is withdrawn or not renewed during the Award Period, the Administering Institution must notify the Children's Hospital Foundation as soon as practicable or in any event within 1 month after the withdrawal or expiration of the Institutional Approval. All Institutional Approvals necessary for the Award Activity must be provided within 12 months from the date of commencement specified in the Award Plan. The Children's Hospital Foundation may, in its absolute discretion, terminate the Agreement or suspend the payment of the Award until the Award Activity can be resumed pursuant to clause 19.
- 4.7 If there is any delay or suspension, or an expectation or anticipation of a delay or suspension in the progress of any Award Activity, the Administering Institution must notify the Children's Hospital Foundation as soon as possible after becoming aware of the delay or expected delay. The Administering Institution must request and obtain the Children's Hospital Foundation's written approval for the continuation of the Award Activity. Delays beyond 6 months are unlikely to be approved and may result in termination of the Agreement pursuant to clause 19.
- 4.8 In the event of a delay or expected delay to the commencement or progress of the Award Activity, the Children's Hospital Foundation may suspend, reduce or terminate payment of the Award for that Award Activity or terminate this Agreement pursuant to clause 19. In the event of the suspension, reduction or termination of the Award, the Administering Institution's obligation to carry out the Award Activity thereafter abates proportionately to the suspension, reduction or termination of the Award but, for the avoidance of doubt, such abatement is without prejudice to any rights or remedies the Children's Hospital Foundation has in relation to the relevant suspension, reduction or termination of the Award (whether under this Agreement or otherwise) and the Children's Hospital Foundation is not precluded from terminating this Agreement pursuant to clause 19 if first electing to suspend or reduce payment of the Award for that Award Activity. Pursuant to clause 20, the Children's Hospital Foundation may recover any portion of the Award not expended in accordance with this Agreement.
- 4.9 If Additional Funding has been identified in the Approved Budget or specified in the Application, and that Additional Funding is essential to the feasibility of conducting the Award Activity, the Administering Institution must notify the Children's Hospital Foundation as soon as practicable if the Additional Funding is reduced or terminated prematurely, or is likely to be reduced or terminated. If, in the reasonable opinion of the Children's Hospital Foundation, the reduction or termination of the Additional Funding would adversely affect the Administering Institution's ability to conduct the Award Activity, the Children's Hospital Foundation has the right to terminate the Agreement or reduce the scope of the relevant Award Activity pursuant to clause 19 upon giving at least 30 days notice to the Administering Institution.

- 4.10 The Parties agree to the provision of Co-Contribution Funds, whereby the Administering Institution will provide additional funds for use towards the Award Activity in accordance with the following rules:
- (1) Co-Contribution Funds may only be contributed in respect of the Award by the Administering Institution;
  - (2) total Co-Contribution Funds agreed for any Award are not to exceed 25% of the Award (excluding any Commercialisation Costs);
  - (3) any agreement as to Co-Contribution Funds should be included in the Award Plan; and
  - (4) Co-Contribution Funds are expressly excluded from the calculation of the Award, but are to be dealt with in accordance with Clauses 5, 6 and 7 of this Agreement.
- 4.11 If Additional Funding or Co-funding from a third party has been identified in the Approved Budget the Children's Hospital Foundation retains the right to correspond with the third party relating to the Award Activity.
- 4.12 The Administering Institution must identify any overpayments that it receives from the Children's Hospital Foundation in connection with the Award and must notify the Children's Hospital Foundation of that overpayment within 20 Business Days of identifying the overpayment. The Children's Hospital Foundation may recover the amount of any overpayment made by the Children's Hospital Foundation from the Administering Institution.
- 4.13 The Children's Hospital Foundation may recover from the Administering Institution any portion of the Award that has been provided for a particular purpose if the Children's Hospital Foundation considers (in its sole and binding determination, but acting reasonably) that the Administering Institution is also receiving other financial assistance for that purpose.
- 4.14 The Administering Institution is responsible for monitoring the expenditure of the Award. If at any time, a Responsible Officer for the Administering Institution considers that any portion of the Award is not being spent for the purpose of the Award Activity by the Administering Institution in accordance with this Agreement, the Administering Institution must inform the Children's Hospital Foundation immediately and, unless the Children's Hospital Foundation directs otherwise, take all action necessary either to cease or minimise further expenditure in relation to the Award Activity as the Children's Hospital Foundation may decide.

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## 5. Use of Award

- 5.1 The Administering Institution shall use the Award only for the purpose of performing the Award Activity in accordance with the Approved Budget (including the Salary Support Package (if any)) as specified in the Award Plan.
- 5.2 The Administering Institution shall deposit all sums comprising or otherwise relating to the Award into a bank account controlled solely by the Administering Institution and keep proper accounts and records of its receipts and use of the Award.
- 5.3 The Administering Institution shall not use the Award for the purposes of expenditure on any Administrative Costs associated with the Award Activity except where use of a specified portion of the Award for Administration Costs is an expressly described component of the Approved Budget.
- 5.4 The Administering Institution shall only use the Award during the Award Period.
- 5.5 For clarity, any expenditure incurred in respect of an Award Activity that exceeds the amount of Award funding approved for that Award Activity is the sole responsibility of the Administering Institution and the Children's Hospital Foundation will not pay or reimburse any such excess costs under any circumstances.

- 5.6 The Administering Institution shall only use the Award in the calendar year to which the corresponding funds have been allocated in the Approved Budget unless prior written approval to do otherwise has been obtained from the Children's Hospital Foundation.
- 5.7 If the Approved Budget contains an item of equipment to the value of \$10,000 or more, then the Administering Institution must purchase that item of equipment or a substantially similar item of equipment that is required for conduct of the Award Activity. If the Administering Institution is unable to purchase the equipment, it must notify the Children's Hospital Foundation and the Children's Hospital Foundation may in such a case elect to suspend, reduce or terminate payment of the Award or terminate the Agreement pursuant to clause 19.

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## 6. Accountability

- 6.1 The Administering Institution must maintain proper books of account in relation to the Award. Such books of account must:
- (1) be kept complete and up to date;
  - (2) record all Award sums received and all Award sums used and expended;
  - (3) be kept in a manner that permits them to be conveniently and properly audited;
  - (4) be drawn up in accordance with any applicable Australian Accounting Standards; and
  - (5) relate only to the Award Activity.

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## 7. Reporting

- 7.1 The Administering Institution must submit the Reports specified in the Award Plan in respect of each Award Activity by the dates and containing the information specified in the Award Plan. Each Report must be provided using the Children's Hospital Foundation pro-forma specified in the Award Plan (or any successor pro-forma) and made available from the Children's Hospital Foundation Research Program.
- 7.2 Each Report must be prepared and/or provided by the Specified Personnel.
- 7.3 The Administering Institution shall, upon written notice given by the Children's Hospital Foundation or otherwise as specified in the Award Plan, provide the Children's Hospital Foundation with the Administering Institution's independent annual audit report completed most recently in the preceding 12 months.
- 7.4 The Administering Institution shall, by no later than 14 days after the conclusion of each quarter, or upon written notice given by the Children's Hospital Foundation, or otherwise as specified within the Award Plan provide a Financial Acquittal, relating to the previous quarter, that complies with Australian Accounting Standards, in a form to be stipulated by the Children's Hospital Foundation. The acquittal must include a statement of income and expenditure for the Award sums received and expended by the Administering Institution for the entire Award Period (or a time specified by the Children's Hospital Foundation).
- 7.5 The Financial Acquittal provided by the Administering Institution under clause 7.4 shall be certified by the Chief Financial Officer or their delegate that the Award sums were expended in accordance with the Agreement.
- 7.6 The Administering Institution shall, within 60 days of the conclusion of the Award Period (or earlier upon written notice given by the Children's Hospital Foundation), provide the Children's Hospital Foundation with a written report (**Progress Report**) in the form required by the Children's Hospital Foundation in respect of the Award Activity.

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## 8. Evaluation of Award Activity

- 8.1 The Administering Institution shall provide to the Children's Hospital Foundation such information relating to the Award Activity as the Children's Hospital Foundation may reasonably request for the purpose of auditing and evaluating the Award Activity.
- 8.2 The Administering Institution must:
- (1) after 14 days written notice from the Children's Hospital Foundation; and
  - (2) for up to 5 years after the completion of the Award,
- allow the Children's Hospital Foundation and any person authorised by the Children's Hospital Foundation in writing, reasonable access during normal business hours to inspect any matter or thing connected with the Award Activity and take copies of any of the Administering Institution's records and any other documentation and information in relation to the performance of this Agreement (including all books, accounts, receipts, printed and electronic material).
- 8.3 To the extent that information obtained by the Children's Hospital Foundation under this clause 8 is Confidential Information, the requirements of clause 12.1 apply except that the Children's Hospital Foundation may disclose Confidential Information for the purposes of enforcing this Agreement or protecting the Children's Hospital Foundation's rights.

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## 9. Award Material and Intellectual Property

- 9.1 Nothing in this Agreement alters the ownership of Background IP.
- 9.2 The Administering Institution must inform the Children's Hospital Foundation promptly in writing of the creation of any Award IP that the Administering Institution, acting in good faith, considers to have potential to be Commercialised (**Commercial IP**).
- 9.3 Within 14 days of notification of the creation of any Commercial IP notified pursuant to clause 9.2 (**Notified IP**), the Administering Institution must consult with the Children's Hospital Foundation as to whether or not to seek to Commercialise that Notified IP.
- 9.4 Provided that the Administering Institution has consulted in good faith with the Children's Hospital Foundation in accordance with clause 9.3, the Administering Institution may in its discretion determine whether or not to seek to Commercialise Notified IP.
- 9.5 Subject to the remainder of this clause 9, Award Material and Award IP (including Commercial IP) will be owned by and immediately vest in the Administering Institution upon creation.
- 9.6 The Administering Institution must, when communicating the research findings including Award IP in the public arena, act in good faith and take into consideration the Children's Hospital Foundation's interests in accordance with this Agreement.
- 9.7 If the Agreement is terminated under clauses 18 or 19 and the Children's Hospital Foundation is able to arrange (within 3 months of termination) another institution or individual researcher to carry out the Award Activity, the Administering Institution must do all necessary acts to grant to the other institution or individual researcher a non-exclusive, royalty free, non-transferable licence to use the Award IP existing as at the date of termination of this Agreement for the purpose of conducting the Award Activity.

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## 10. Commercialisation of Intellectual Property

- 10.1 In any dealings with either the Background IP or the Award IP, the Administering Institution must not (and must not seek to) negotiate with or obtain any benefit from any organisations in the tobacco industry or persons connected with the tobacco industry.
- 10.2 The Administering Institution must inform the Children's Hospital Foundation promptly in writing if it determines that it will Commercialise Notified IP.
- 10.3 Within 14 days of receiving a notification from the Administering Institution issued pursuant to clause 10.2 the Children's Hospital Foundation will advise the Administering Institution in writing as to which one of the following financial arrangements will apply in relation to Commercialisation of the relevant Notified IP:
- (1) *All of the costs associated with Commercialising of the Commercial IP will be paid by the Administering Institution:* in this case, the Administering Institution will pay 10% of Net Proceeds to the Children's Hospital Foundation until such time as the Children's Hospital Foundation has received an amount equal to the amount of the Award provided under this Agreement multiplied by five (5) (such arrangement also to apply in default should the Children's Hospital Foundation fail to respond within the relevant 14 day period); or
  - (2) *10% of the costs associated with Commercialising the Commercial IP will be paid by the Children's Hospital Foundation as and when the costs fall due and the remaining 90% of the Commercialisation Costs will be paid by the Administering Institution:* in this case, the Administering Institution will pay 10% of Net Proceeds to the Children's Hospital Foundation for so long as corresponding gross proceeds accrue.

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## 11. Specified Acts

- 11.1 In this clause 11, **Specified Acts** means any acts or omissions by or on behalf of the Children's Hospital Foundation:
- (1) using, reproducing, adapting or exploiting all or any part of the Award Material and Award IP, with or without attribution of authorship;
  - (2) supplementing the Award Material and Award IP with any other material;
  - (3) using the Award Material and Award IP in a different context to that originally envisaged;
  - (4) but does not include false attribution of authorship.
- 11.2 The Administering Institution warrants to the Children's Hospital Foundation that the Administering Institution will use its best endeavours to obtain all necessary consents to ensure that the Administering Institution, the Children's Hospital Foundation and any person claiming under or through the Children's Hospital Foundation may carry out the Specified Acts in relation to the Award Material, all Award IP and all Background IP and in doing so will not infringe any person's rights.
- 11.3 Clause 11.2 does not apply to any Children's Hospital Foundation Material incorporated in the Award Material.

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## 12. Confidentiality

- 12.1 A Party must not, and must not permit any of its Personnel, to disclose any Confidential Information provided by another Party in connection with this Agreement to any person (other than to those of its Personnel 'needing to know' to the extent necessary for the performance of obligations under this Agreement or its professional advisers) or except as required by law without the prior written consent of that other Party.



- 12.2 A Party must not, and must not permit any of its Personnel, to use Confidential Information provided by another Party in connection with this Agreement except in connection with the performance of obligations under this Agreement.
- 12.3 For the avoidance of doubt, the Children's Hospital Foundation will not be in breach of this clause 12 if it communicates about this Award Activity with any Related Entity or the Co-funding body or as stipulated in clause 23.4.
- 12.4 A party must notify the other party within 14 days if it becomes aware of or suspects misuse or disclosure of Confidential Information.

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### **13. Compliance with Principles, Policies and Procedures**

- 13.1 Any Administering Institution receiving an Award from the Children's Hospital Foundation must have in place policies and relevant procedures relating to Intellectual Property management which:
- (1) ensure that Personnel are aware of their obligations and responsibilities to protect and manage Intellectual Property and Confidential Information; and
  - (2) set out the ownership and associated rights or assignment of Intellectual Property and require Specified Personnel and other Personnel performing work on an Award Activity to acknowledge any relevant Intellectual Property ownership and rights.

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### **14. Equipment and Animals**

- 14.1 Ownership of items of equipment and animals purchased with the Award shall vest and remain vested in the Administering Institution, except:
- (1) where and to the extent that the Award Plan specifically states that ownership vests in the Children's Hospital Foundation;
  - (2) where and to the extent that the Children's Hospital Foundation transfers the benefit of the Award to a New Institution in accordance with clause 15; or
  - (3) where the Agreement is terminated by the Children's Hospital Foundation pursuant to clause 19.
- 14.2 Where ownership of equipment purchased by or in the possession of the Administering Institution is vested in the Children's Hospital Foundation, the Administering Institution shall, during the Award Period, retain possession of the equipment, maintain it in good condition and return it at the completion of the relevant Award in the same condition in which it was received, fair wear and tear excepted.
- 14.3 The Administering Institution must not, without the prior written consent of the Children's Hospital Foundation, grant, or permit to arise, any security interest (including mortgages, charges or liens but excluding floating charges given in the ordinary course of business) over any equipment purchased with the Award, during the Award Period.
- 14.4 The Administering Institution must, at its own expense maintain all equipment in good condition for the Award Period, and effect all necessary repairs.
- 14.5 Where this Agreement is terminated by the Children's Hospital Foundation pursuant to clause 19, the Children's Hospital Foundation may give such directions as the Children's Hospital Foundation in its absolute discretion thinks fit concerning the transfer of ownership of the equipment and animals purchased with the Award, and the Administering Institution shall bring into existence, sign, execute or otherwise deal with any document which may be necessary or desirable to transfer ownership in accordance with the Children's Hospital Foundation directions.

- 14.6 An item of equipment or animals may only be purchased with the Award where the Award Plan expressly states the need for such equipment or animal and shall only be used for the Award Activity and to that end, the Administering Institution shall ensure such use is subject to the control and supervision of the Awardee.
- 14.7 Any purchase by the Administering Institution of clinical electro-medical equipment must only be of a type acceptable to the relevant State or Territory biomedical engineering authority or health authority, and any modification to such equipment must meet the requirements of those authorities relating to equipment to be installed in hospitals.
- 14.8 The Administering Institution must list all items of equipment with a value of \$10,000 or more in an assets register, which must be available for inspection by the Children's Hospital Foundation upon reasonable notice.
- 14.9 The assets register must record the date of purchase, purchase price, description (including any identifying marks and numbers) and location of the items of equipment. The assets register must also record, where applicable, the details of the disposal of any items of equipment, including the sale price and the person to whom it was sold.

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## 15. Mobility

- 15.1 If any Specified Personnel move to a New Institution before completion of this Award, then:
- (1) specific permission must be sought from the Children's Hospital Foundation to allow transfer of the Award (if required) to the New Institution; and
  - (2) where the Children's Hospital Foundation approves the Transfer Application in accordance with this clause 15, the Administering Institution shall bring into existence, sign, execute or otherwise deal with any document, which may be necessary or desirable to transfer ownership of the equipment and animals purchased with the Award to the New Institution. Transfer Applications should be made by the Administering Institution's Responsible Officer.
- 15.2 The Parties acknowledge that Specified Personnel may, at any time, make an application to their Administering Institution, so as to continue the Award and its Activities at a New Institution.
- 15.3 The Administering Institution will notify the Children's Hospital Foundation of the receipt of any Transfer Application. The Administering Institution may make submissions to the Children's Hospital Foundation in relation to such Transfer Application.
- 15.4 The Children's Hospital Foundation may, in its absolute discretion, approve the Transfer Application and may impose such conditions on that approval as the Children's Hospital Foundation thinks fit.
- 15.5 Notwithstanding any other provision of this Agreement, if the Children's Hospital Foundation approves a Transfer Application, the Children's Hospital Foundation may cease or reduce the Award to the Administering Institution by such amount as the Children's Hospital Foundation, in its sole and binding discretion, but acting reasonably, considers appropriate. The Children's Hospital Foundation shall not be liable to pay any costs or compensation to the Administering Institution resulting from any action by the Children's Hospital Foundation under this clause.
- 15.6 Notwithstanding any other provision of this Agreement, the Administering Institution will be entitled to retain any part of the Award, at the date of the approval of the Transfer Application, which it had already expended or committed to expend in the course of conducting the Activity and the Children's Hospital Foundation will not seek to vary the Award so as to result in the Administering Institution being required to repay or otherwise not be in receipt of such expended or committed funds.
- 15.7 The Administering Institution agrees to do all necessary things and sign all necessary documents to facilitate the making of a Transfer Application and to give effect to an approval by the Children's Hospital Foundation of the Transfer Application.

- 15.8 Subject to clause 15.6 the Administering Institution agrees to do all things reasonably required by the Children's Hospital Foundation to facilitate the smooth and orderly transfer of the management and operation of the Award to any other entity as directed by the Children's Hospital Foundation within the timeframe reasonably specified by the Children's Hospital Foundation, including the transfer of any unexpended Award funds remaining for the Award to the New Institution.

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## 16. Acknowledgments

- 16.1 The Administering Institution shall properly acknowledge the contribution of the Children's Hospital Foundation to the Award and its Activity in all relevant correspondence with third parties, public announcements, advertising material, research reports, journal articles or other material produced by, on behalf of or through the Administering Institution in any manner relating to the Award.
- 16.2 Any published material must include the Children's Hospital Foundation Application number for the Award as identified in the Award Plan.
- 16.3 The Administering Institution must not use the Children's Hospital Foundation logo without the prior written consent of the Children's Hospital Foundation.
- 16.4 The Children's Hospital Foundation has absolute discretion to consent, impose terms and conditions to that consent or refuse to give consent to the proposed use of the Children's Hospital Foundation logo. However, consent will not be unreasonably withheld.
- 16.5 Where the Children's Hospital Foundation consents to any use of the Children's Hospital Foundation logo, all Intellectual Property rights in the logo remain with the Children's Hospital Foundation and no assignment or diminution of such Intellectual Property rights is to be inferred from any consent.
- 16.6 The Children's Hospital Foundation permits the Administering Institution to refer to the Children's Hospital Foundation's name in its research name in the form of a "supporter" of the research Institution for the Award Period by using the Children's Hospital Foundation Logo. For example:

"The [insert institution name], Supported by

Research supported by



- 16.7 Should the Administering Institution wish to refer to the Children's Hospital Foundation name in another way than that suggested in clause 16.6, the Administering Institution must seek the prior written consent of the Children's Hospital Foundation.
- 16.8 The Children's Hospital Foundation has absolute discretion to consent, impose terms and conditions to that consent or refuse to give consent to the proposed use of the Children's Hospital Foundation name. However, consent will not be unreasonably withheld.
- 16.9 The Administering Institution must promptly provide a copy of all publications that relate in any way to the Award to the Children's Hospital Foundation.
- 16.10 The Children's Hospital Foundation must not use the Administering Institution's name or logo without the prior written consent of the Administering Institution.

- 16.11 The Administering Institution has absolute discretion to consent, impose terms and conditions to that consent or refuse to give consent to the proposed use of the Administering Institution's name or logo. However, consent will not be unreasonably withheld.

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## **17. Specified Personnel and Other Personnel**

- 17.1 The Administering Institution shall ensure that the Specified Personnel perform the activities specified in the Award Plan.
- 17.2 Where Specified Personnel are unable to perform, or to continue to perform, the activities in relation to an Award, the Administering Institution must notify the Children's Hospital Foundation within 30 days.
- 17.3 Where notice has been provided under clause 17.2 the Children's Hospital Foundation may request the Administering Institution provide, at no additional cost to the Children's Hospital Foundation, replacement personnel suitable to the Children's Hospital Foundation, to perform the activities in relation to the Award, within 30 days of that notice having been provided.
- 17.4 The Children's Hospital Foundation may request the Administering Institution to make available to the Children's Hospital Foundation, the services of Awardees for the purposes of reviewing or assessing applications made to the Children's Hospital Foundation during the Award Period, and the Administering Institution will use its best endeavours to facilitate compliance by the Awardee.
- 17.5 If:
- (1) the Specified Personnel are unable to perform the activities in relation to the Award; or
  - (2) the Administering Institution otherwise does not comply with this clause,
- the Children's Hospital Foundation may terminate this Agreement, whereupon the provisions of clause 19 shall apply.

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## **18. Termination for Convenience**

- 18.1 The Children's Hospital Foundation acting reasonably, may at any time by giving 60 days' written notice suspend or defer any payment of the Award sums, terminate this Agreement or reduce the scope of an Award.
- 18.2 If the Children's Hospital Foundation gives notice under clause 18.1, the Children's Hospital Foundation shall be liable only for:
- (1) Award sums payable under this Agreement up to the effective date of termination or reduction in scope (including any acquitted or committed funds); and
  - (2) any reasonable costs incurred by the Administering Institution and directly attributable to the termination or reduction (excluding costs arising pursuant to the termination of an employment contract which exceed the equivalent of 4 weeks salary) capped at a maximum amount of the remainder of the Award sums which have not yet been paid to the Administering Institution.
- 18.3 Upon:
- (1) receipt of notice under clause 18.1 and subject to clause 18.2, or
  - (2) any agreement reached between the parties to terminate the Agreement;
- the Administering Institution must:

- (3) stop work as specified in the notice;
  - (4) take all available steps to minimise loss resulting from that termination or reduction;
  - (5) in the case of reduction in the scope of the Award, continue work on any part of the Award Activity not affected by the notice; and
  - (6) immediately repay to the Children's Hospital Foundation so much of the Award not spent, acquitted or committed to the satisfaction of the Children's Hospital Foundation as they relate to any part of the Award affected by the notice as at the date of the notice.
- 18.4 In the event of reduction in the scope of the Award, the Children's Hospital Foundation's obligation to pay Award sums shall abate proportionately to the reduction in the Award.
- 18.5 The Children's Hospital Foundation is not liable to pay any other amount in respect of a termination or reduction under this clause.

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## 19. Termination and Suspension

### 19.1 Where:

- (1) the Children's Hospital Foundation is reasonably satisfied that any of the terms and conditions of this Agreement have not been complied with by the researchers involved in the Award Activity or the Administering Institution and the breach is either incapable of remedy or unremedied within 14 days of being provided written notice of the breach by the Children's Hospital Foundation;
- (2) the Children's Hospital Foundation is reasonably satisfied that the terms of clause 3.1 have not been complied with by the Administering Institution and the breach is either incapable of remedy or unremedied within 14 days of being provided written notice of the breach by the Children's Hospital Foundation;
- (3) the Children's Hospital Foundation is reasonably satisfied that any statement made in the Application to obtain the Award is incorrect or incomplete in a way which would have affected the original decision to approve the Award;
- (4) the Children's Hospital Foundation is reasonably satisfied that the Awardee or Specified Personnel are, or have within 3 years prior to the commencement of this Agreement, engaged in research misconduct as defined by the *Australian Code for the Responsible Conduct of Research*;
- (5) subject to the provisions of clause 19.2, the Administering Institution:
  - (a) has received a formal complaint, or has resolved to conduct or has commenced to conduct, an investigation into allegations of research misconduct by the Awardee or Specified Personnel; and
  - (b) has not informed the Children's Hospital Foundation within 14 days of receipt of the formal complaint, or of the resolution to commence the investigation or of the fact that an investigation has commenced;
- (6) the Children's Hospital Foundation is not reasonably satisfied that the purposes and activities of the Administering Institution remain compatible with the objectives of the Award Activity;
- (7) the Administering Institution in the reasonable opinion of the Children's Hospital Foundation, fails to adequately comply with its reporting obligations under clause 7;

- (8) the Children's Hospital Foundation has received insufficient funding in relation to the financial year in which payments are to be made under this Agreement;
- (9) the Children's Hospital Foundation approves a Transfer Application;
- (10) the Administering Institution is using the Award for purposes other than the Award Activity;
- (11) any one or more of the Administering Institution, its Personnel or the Specified Personnel seeks or accepts any funding from the tobacco industry or persons connected with the tobacco industry; or
- (12) a clause of this Agreement provides that this clause 19 applies,

the Children's Hospital Foundation may, in its discretion, by written notice to the Administering Institution:

- (13) terminate this Agreement; or
- (14) suspend or reduce payment of the Award, pending a review by the Children's Hospital Foundation of the future performance of the Award Activity.

19.2 For the purposes of clause 19.1(5):

- (1) the Administering Institution must have in place procedures for dealing with instances of suspected or alleged research misconduct which are consistent, as a minimum standard for the purposes of clause 19.1(5), with the *Australian Code for the Responsible Conduct of Research*;
- (2) where formal investigation of possible research misconduct is indicated, the Administering Institution must determine, having regard to the gravity of the suspected or alleged misconduct, whether an independent investigation by a third party is appropriate and must be able to provide justification for this decision if requested by the Children's Hospital Foundation;
- (3) the Children's Hospital Foundation reserves the right at its discretion, in any instance of suspected or alleged research misconduct notified to the Children's Hospital Foundation by the Administering Institution in accordance with clause 19.1(5), to discuss or consult with the Administering Institution as to the appropriate form of formal investigation;
- (4) the Children's Hospital Foundation reserves the right at its discretion, where an Administering Institution is conducting an investigation, whether preliminary or formal, to suspend Award funding to that Administering Institution, for the Award, pending the outcome of the investigation;
- (5) the Administering Institution must notify the Children's Hospital Foundation of the outcome of any preliminary or formal investigation, whether conducted internally or independently, and reasons for the decision within 10 days following the decision; and
- (6) the Administering Institution must, in all cases, conduct any investigation or enquiry in such a manner as to ensure that any person who is the subject of such an investigation or enquiry is afforded natural justice.

19.3 In this clause 19, 'research misconduct' includes research misconduct, misconduct and scientific misconduct (as those terms are defined in the Australian Code for the Responsible Conduct of Research 2007, or in any replacement document), and includes (without limitation) failure to adhere to research proposals approved by either a Human Research Ethics Committee, Bioethics or Animal Ethics Committee.

- 19.4 Nothing in this clause 19 is intended to prevent the Children's Hospital Foundation from unilaterally suspending or withdrawing all Award funding to an Administering Institution in a situation where the Children's Hospital Foundation considers it appropriate having regard to all the circumstances.
- 19.5 Where the Children's Hospital Foundation terminates this Agreement under clause 19.1, the Children's Hospital Foundation shall not be obliged to pay to the Administering Institution any outstanding amount of the Award.

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## 20. Recovery of Award

- 20.1 If at any time the Children's Hospital Foundation is reasonably satisfied that any part of the Award (including any part of the Children's Hospital Foundation's Co-Contribution Funds) has been expended or committed by the Administering Institution other than in accordance with this Agreement, the Children's Hospital Foundation may recover that amount as a debt due to the Children's Hospital Foundation.
- 20.2 The Administering Institution must repay to the Children's Hospital Foundation any Award sums that have not been spent or legally committed for the Award Activity by the Administering Institution in accordance with this Agreement as at the completion of the Award Period. Any such amount must be repaid within 20 Business Days after the date of a Children's Hospital Foundation notice requiring the Administering Institution to repay those Award sums.
- 20.3 If the Administering Institution, after having been provided with notice by the Children's Hospital Foundation of failure to adequately comply with its reporting obligations under clause 7 and an opportunity to remedy this failure, in the reasonable opinion of the Children's Hospital Foundation, fails to adequately comply with its reporting obligations under clause 7, the Children's Hospital Foundation may recover, as a debt due to the Children's Hospital Foundation, so much of the Award as the Children's Hospital Foundation considers reasonable, having regard to the decreased usefulness of the Award Activity to the Children's Hospital Foundation for:
- (1) analysis of the conduct and outcomes of the Award Activity; and
  - (2) further policy initiatives,
- and in this regard, the Administering Institution acknowledges that the reports to be provided pursuant to this Agreement provide substantial value to the Children's Hospital Foundation as a source of information for these purposes.
- 20.4 The Children's Hospital Foundation may, following the submission of any report, or following the time that the Financial Acquittal was due to be submitted under clause 7.4, whichever is the earlier, recover from the Administering Institution as a debt due to the Children's Hospital Foundation any part of the Award which:
- (1) the Children's Hospital Foundation is not reasonably satisfied has been expended in accordance with this Agreement; or
  - (2) remains unexpended.

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## 21. Indemnity

- 21.1 The Administering Institution shall indemnify, at all times, the Children's Hospital Foundation, its officers, employees, agents and sub-contractors (in this clause referred to as "those indemnified") from and against all action, claims, demands, costs and expenses (including the cost of defending or settling any action, claim or demand) made, sustained, brought or prosecuted in any manner based upon, occasioned by, or attributable to any loss or damage to any person, or loss or damage to property which may arise from any claim, suit, demand, action or proceeding by any person against any of those indemnified where such loss or liability was directly caused by:

- (1) a wilful, unlawful or negligent act or omission of the Administering Institution, its officers, employees, agents or sub-contractors in connection with this Agreement; or
  - (2) a warranty given by the Administering Institution under this Agreement being or subsequently becoming false.
- 21.2 The Administering Institution's liability to indemnify the Children's Hospital Foundation under clause 21.1 will reduce proportionately to the extent that any negligent or other tortious act or omission of, or breach of contract by, the Children's Hospital Foundation contributed to the relevant liability, loss or damage, or loss or expense.
- 21.3 The Administering Institution acknowledges that it participates in the Award Activity at its own risk and neither party will be liable to the other for any loss, damage, injury, disease, illness or death sustained by any person or caused to any property.

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## **22. Insurance**

- 22.1 Unless the Children's Hospital Foundation otherwise agrees, the Administering Institution must, for so long as any obligations remain in connection with this Agreement:
- (1) effect and maintain workers' compensation insurance as required by law, public liability insurance and professional indemnity insurance policies (or equivalent) for appropriate amounts to cover all the obligations of the Administering Institution under this Agreement, including those which survive the expiration or termination of this Agreement; and
  - (2) upon request, provide proof of insurance acceptable to the Children's Hospital Foundation.
- 22.2 All insurance under clause 22.1 is to be taken out with a reputable insurance company or provided by means of appropriate self-insurance to the extent permitted by law.

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## **23. Use of Information**

- 23.1 The Parties agree that:
- (1) the Children's Hospital Foundation; or
  - (2) any third party specified in the Award Plan who has provided Co-funding and has obtained the prior written consent of the Children's Hospital Foundation,
- has the right to use or publish any report provided by the Administering Institution under this Agreement, in whole or in part, as the Children's Hospital Foundation may determine in its absolute discretion.
- 23.2 If any agency or body of the Children's Hospital Foundation receives information from the Administering Institution in relation to the Award and its Activity, the Administering Institution consents to the provision by the agency or body of such information to the Children's Hospital Foundation.
- 23.3 The Administering Institution acknowledges that the Children's Hospital Foundation may be required to provide information in relation to this Award or this Agreement, as required by the operation of any law, judicial or parliamentary body or government agency.
- 23.4 Subject to clause 12, the Children's Hospital Foundation reserves the right to publicise and report on the awarding of Award to the Administering Institution. The Children's Hospital Foundation may do this by including general information about the Administering Institution, the Award, title and a brief description of the Award Activity in media releases, general announcements about the Award and in annual reports. Any public announcements that refer to the name, logo or other identifying marks of



the Administering Institution, beyond the general information described in this clause, must be approved by the Administering Institution (such approval not to be unreasonably withheld).

23.5 The Administering Institution acknowledges that its performance of the Award Activity and any failure to comply with this Agreement, including, without limitation:

- (1) any failure to provide full and thorough reports pursuant to clause 7; or
- (2) any careless use or misuse of the Award,

may be taken into consideration by the Children's Hospital Foundation in any future Application by the Administering Institution for funding under any Scheme.

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## 24. Negation of Employment, Partnership and Agency

- 24.1 The Administering Institution agrees not to represent itself, and to use its best endeavours to ensure that its officers, employees, agents and sub-contractors do not represent themselves, as being an officer, employee, partner or agent of the Children's Hospital Foundation or the Children's Hospital Foundation, or as otherwise able to bind or represent the Children's Hospital Foundation.
- 24.2 The Administering Institution, its officers, employees, agents and sub-contractors do not by virtue of this Agreement become an officer, employee, partner or agent of the Children's Hospital Foundation, nor does the Administering Institution have any power or authority to bind or represent the Children's Hospital Foundation.

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## 25. Compliance with Law

25.1 The Administering Institution shall ensure that in carrying out its functions and expending the Award, it complies with all Laws, whether in force now or during the Term, including:

- (1) the *Privacy Act 1988* (Cth);
- (2) the *Do Not Call Register Act 2006* (Cth);
- (3) the *Spam Act 2003* (Cth);
- (4) the *Telecommunications Act 1997* (Cth);
- (5) the *Telecommunications (Do Not Call Register) (Telemarketing and Research Calls) Industry Standard 2007* (Cth);
- (6) *Research Involving Human Embryos Act 2002* (Cth);
- (7) *Prohibition of Human Cloning Act 2002* (Cth);
- (8) *Gene Technology Act 2000* (Cth);
- (9) *Gene Technology Act 2001* (QLD)
- (10) *Crimes Act 1914* (Cth);
- (11) *Racial Discrimination Act 1975* (Cth);
- (12) *Sex Discrimination Act 1984* (Cth);
- (13) *Disability Discrimination Act 1992* (Cth);
- (14) *Equal Opportunity for Women in the Workplace Act 1999* (Cth);
- (15) *Therapeutic Goods Act 1989* (Cth);
- (16) "Australian Code for the Care and Use of Animals for Scientific Purposes 8th edition (2013)";
- (17) "National Statement on Ethical Conduct in Human Research 2007 incorporating all updates as at May 2013";

- (18) *National Health and Medical Research Council Act 1992 (Cth)*;
- (19) *Queensland Biotechnology Code of Ethics* (If applicable);
- (20) all those relating to employment terms and conditions;
- (21) all laws and regulations relating to charitable fundraising, including lottery and gaming;
- (22) all relevant industry codes of practice; and
- (23) any other statute, law rule, regulation, proclamation, order in council, ordinance, by-law or statutory instrument (including but not limited to: orders, directions, guidelines or standards with legislative force) relevant to the performance of the Services;

where relevant to this Agreement.

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## 26. Warranties and Institutional Approvals

- 26.1 The Administering Institution warrants that it:
  - (1) is a "National Health and Medical Research Council (**NHMRC**) Administering Institution";
  - (2) is and will remain registered with the NHMRC for the duration of this Award; and
  - (3) has established administrative procedures for assuring sound scientific practice in accordance with the principles of the Australian Code for the Responsible Conduct of Research (2007).
- 26.2 The Administering Institution must ensure that the ethics clearances required for the Award Activity, as outlined in Award Plan and the Application are obtained and maintained for the duration of the Award and that copies of these clearances are provided to the Children's Hospital Foundation within 30 days of approval, or as requested.
- 26.3 The Administering Institution must ensure that the Award Activity is conducted in accordance with the principles outlined in all relevant NHMRC guidelines, codes and statements.

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## 27. Conflict of Interest

- 27.1 The Administering Institution warrants that, to the best of its knowledge, at the date of signing this Agreement no Conflict of Interest exists, has existed or is likely to arise in the performance of its obligations under this Agreement.
- 27.2 A Conflict of Interest will arise (but is not limited to) where the Administering Institution receives, or has received, on or after the date the Application is provided to the Children's Hospital Foundation, any type of funding from the tobacco industry or persons connected with the tobacco industry.
- 27.3 If a Conflict of Interest, arises, or is expected to arise, in respect of the Administering Institution, or an employee or agent of the Administering Institution, the Administering Institution must immediately notify the Children's Hospital Foundation in writing making full disclosure of all relevant information relating to that Conflict of Interest.
- 27.4 The Administering Institution must not permit any of its Personnel working on or in connection with the Award Activity to:
  - (1) act as a consultant to any person who carries on or is involved in any capacity in an activity; or
  - (2) carry on or be involved in any capacity in an activity or business,

which may adversely affect the Administering Institution's ability to carry out the Award Activity in accordance with this Agreement.

- 27.5 If a Conflict of Interest is experienced by the Administering Institution, or an employee or agent of the Administering Institution, the Administering Institution must take such steps as the Children's Hospital Foundation may reasonably require to resolve or otherwise manage that Conflict of Interest.
- 27.6 If the Administering Institution fails to notify the Children's Hospital Foundation under this clause 27, or is unable or unwilling to resolve or deal with the Conflict of Interest as required, the Children's Hospital Foundation may terminate this Agreement in accordance with clause 19, (Termination and Suspension).

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## **28. Protection of Personal Information**

- 28.1 This clause applies only where the Administering Institution deals with Personal Information when, and for the purpose of, conducting the Award Activity under this Agreement.
- 28.2 The Administering Institution agrees to be treated as a contracted service provider and agrees to:
- (1) use Personal Information held in connection with the performance of the Award Activity under this Agreement only for the purposes of fulfilling its obligations under this Agreement;
  - (2) not to do any act or engage in any practice which if done or engaged in by an agency, would be a breach of an Australian Privacy Principle (APP);
  - (3) carry out and discharge the obligations contained in the APPs as if the Administering Institution were an agency;
  - (4) notify individuals whose Personal Information the Administering Institution holds, that complaints about the Administering Institution's acts or practices may be investigated by the Australian Information Commissioner who has power to award compensation against the Administering Institution in appropriate circumstances;
  - (5) not to use or disclose Personal Information or engage in an act or practice that would breach section 16F of the Privacy Act (direct marketing), an APP, or an Approved Privacy Code (APC), unless:
    - (a) in the case of section 16F - the use or disclosure is explicitly required under this Agreement; or
    - (b) in the case of an APP or an APC - where the act or practice is explicitly required under this Agreement;
  - (6) comply with any request under section 95C of the Privacy Act (relating to disclosure of any provisions of this Agreement (if any) that are inconsistent with an APP or an APC binding on a party);
  - (7) immediately notify the Children's Hospital Foundation if the Administering Institution becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in, this clause 28 whether by the Administering Institution or its officers, employees, agents or any sub-contractor;
  - (8) comply with the Privacy Act (to the extent that Act applies to the Administering Institution), including any guidelines issued by the Australian Privacy Commissioner and approved for the purposes of that Act;
  - (9) comply with any relevant privacy law of a State or Territory (to the extent that such law applies to the Administering Institution);
  - (10) comply with any directions, guidelines, determinations or recommendations of the Privacy Commissioner to the extent that they are consistent with the requirements of this clause 28;

- (11) ensure that any of the Administering Institution's employees, agents, officers or volunteers who are required to deal with Personal Information for the purposes of this Agreement are made aware of the Administering Institution's obligations set out in this clause 28; and
  - (12) indemnify the Children's Hospital Foundation as the circumstances require, in respect of any loss, liability or expense suffered or incurred by the Children's Hospital Foundation, arising out of or in connection with a breach of the obligations of the Administering Institution under this clause 28 or any misuse of Personal Information by the Administering Institution or any disclosure by the Administering Institution in breach of an obligation or confidence, whether arising under the Privacy Act or otherwise.
- 28.3 The Administering Institution agrees to ensure that any sub-contract entered into for the purpose of fulfilling the Administering Institution's obligations under this Agreement imposes on the subcontractor the same obligations as the Administering Institution has under this clause 28, including the requirement in relation to subcontracts.
- 28.4 In this clause 28, the terms 'agency', 'Approved Privacy Code' (APC), 'contracted service provider', and 'Australian Privacy Principles' (APPs) have the same meaning as they have in section 6 of the Privacy Act, and 'sub-contract' and other grammatical forms of that word has the meaning given in section 95B(4) of the Privacy Act.

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## 29. Dispute Resolution

- 29.1 If a dispute arises in connection with this Agreement, a party to the dispute must give to the other party or parties to the dispute notice specifying the dispute and requiring its resolution under this clause 29 (**Notice of Dispute**).
- 29.2 The CEO of each party must confer within 7 days after the Notice of Dispute is given to try to resolve the dispute.
- 29.3 If the dispute is not resolved within 14 days after the Notice of Dispute is given to the other party or parties (**First Period**), the dispute is by this clause submitted to mediation. The mediation must be conducted in Queensland. The Institute of Arbitrators and Mediators Australia Mediation and Conciliation Rules (at the date of this Agreement) as amended by this clause 29, apply to the mediation, except where they conflict with this clause 29.
- 29.4 If the parties have not agreed upon the mediator and the mediator's remuneration within 7 days after the First Period:
- (1) the mediator is the person appointed by; and
  - (2) the remuneration of the mediator is the amount or rate determined by;
- the Chair of the Queensland Chapter of the Institute of Arbitrators and Mediators Australia (**Principal Appointer**) or the Principal Appointer's nominee, acting on the request of any party to the dispute.
- 29.5 The parties must pay the mediator's remuneration in equal shares. Each party must pay its own costs of the mediation.
- 29.6 If the dispute is not resolved within 30 days after the appointment of the mediator (**Second Period**) or as otherwise extended by agreement between the parties, the dispute is by this clause referred to arbitration. The arbitration must be conducted in Queensland by a single arbitrator.
- 29.7 If the parties have not agreed upon the arbitrator within 7 days after the Second Period, the arbitrator is the person appointed by the Principal Appointer or the Principal Appointer's nominee, acting on the request of any party to the dispute.
- 29.8 After accepting the appointment and during the arbitration the arbitrator may:

- (1) require the parties to lodge security or further security towards the arbitrator's fees and expenses; and
- (2) apply any security towards those fees and expenses;

but the arbitrator may not direct a party to the dispute to provide security for the costs of the arbitration to be incurred by any other party.

- 29.9 Despite anything in this clause 29, a party at any time may commence court proceedings in relation to any dispute or claim arising under or in connection with this Agreement where that party seeks urgent interlocutory relief.
- 29.10 This clause 29 applies even where the Agreement is otherwise void or voidable.
- 29.11 Notwithstanding the existence of a dispute, each Party must continue to perform its obligations under this Agreement.

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### **30. Notices**

- 30.1 Any notice, request or other communication to be given or served pursuant to this Agreement shall be in writing and addressed to the other party at the address provided in this Agreement or such other address as a party may notify the other party from time to time.
- 30.2 A notice, request or other communication will be deemed to be received:
- (1) if delivered by hand, upon delivery;
  - (2) if sent by pre-paid ordinary post within Australia, upon the expiration of 3 days after the date on which it was sent;
  - (3) if sent by facsimile, on the Business Day following the day of dispatch provided that the sender receives an OK code in respect of the transmission and is not notified by the receiver by close of business of the next Business Day following the day of dispatch that the transmission was illegible; or
  - (4) if transmitted electronically, upon receipt by the sender of an acknowledgment that the communication has been properly transmitted to the recipient.

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### **31. Responsible Officer**

- 31.1 The Administering Institution shall notify the Children's Hospital Foundation in writing of the name and title of the Responsible Officer. All correspondence and reports relating to the Award shall be made by or through the Responsible Officer or their nominee, and all documents signed by the Responsible Officer or their nominee shall be binding on the Administering Institution.
- 31.2 The Responsible Officer shall supply all necessary information reasonably requested by the Children's Hospital Foundation in relation to the purposes for which the Award are used.

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### **32. Assignment and Other Encumbrances**

- 32.1 The Administering Institution shall not without the written consent of the Children's Hospital Foundation assign, mortgage, charge or encumber this Agreement or any benefit, moneys or rights (apart from Intellectual Property benefits or rights) obtained or to be obtained under this Agreement.

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**33. Variation**

- 33.1 An amendment or variation to this Agreement is not effective unless it is in writing and signed by the parties.

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**34. CEO may Act**

- 34.1 The Children's Hospital Foundation's CEO may exercise, on behalf of the Children's Hospital Foundation, any of the powers conferred upon the Children's Hospital Foundation by this Agreement.

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**35. Survival of Provisions**

- 35.1 Each Party continues to be bound by the obligations under the following clauses and any other obligations which by their nature are intended to survive this Agreement::

- (1) 3.2(3) – Prevention of Unauthorised Access;
- (2) 6 – Accountability of Award;
- (3) 7 – Reporting;
- (4) 8.1 – Evaluation of Award Activity;
- (5) 9 – Award Activity Material and Intellectual Property;
- (6) 10 – Commercialisation of Intellectual Property;
- (7) 14.4 – Equipment and Animals;
- (8) 16 – Acknowledgments;
- (9) 20 – Recovery of Award;
- (10) 21 – Indemnity;
- (11) 22 – Insurance;
- (12) 23 – Use of Information;
- (13) 25 – Compliance with Law;
- (14) 28 – Protection of Personal Information; and
- (15) 31 – Responsible Officer.

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**36. Taxes, Duties and Charges**

- 36.1 Except as provided by this clause 36, the Administering Institution must pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement.
- 36.2 The following terms have the meanings respectively given to them in the *A New Tax System (Goods and Services Tax) Act 1999*: consideration; GST; input tax credit; supply; taxable supply; and tax invoice.

- 36.3 Unless otherwise indicated, the fees and all other consideration for any supply made under this contract is exclusive of any GST imposed on the supply.
- 36.4 If one party (the supplier) makes a taxable supply to the other party (the recipient) under this Agreement, on receipt of a tax invoice from the supplier, the recipient must pay without setoff an additional amount to the supplier equal to the GST imposed on the supply in question.
- 36.5 No party may claim from the other party under this Agreement any amount for which the first party may claim an input tax credit.
- 36.6 Where the invoice relates to a taxable supply made under this Agreement, the invoice must comply with the requirements for a tax invoice, as defined in the GST Law.

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### 37. Correspondence

- 37.1 General correspondence and queries pertaining to this Award should be addressed to:

**Children's Hospital Foundation**

Research Program  
Children's Hospital Foundation  
494 Stanley Street  
South Brisbane QLD 4101

Email: grants@childrens.org.au

Telephone: 07 3606 6100  
Facsimile: 07 3606 6199

**Administering Institution**

Enter contact details for Responsible Officer at Administering Institution

Commented [DM1]: Grant recipient to provide

- 37.2 Correspondence specifically relating to this Award, such as changes to Award Activity, for payment of allowances or regarding intellectual property, should be addressed to the **[Insert]**.

Executed as a Agreement

Signed for and on behalf of **Children's Health Foundation Queensland, t/a Children's Hospital Foundation** ABN 11 607 902 687 by its authorised representative in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of authorised representative

\_\_\_\_\_  
Name of witness  
(BLOCK LETTERS)

\_\_\_\_\_  
Name of authorised representative  
(BLOCK LETTERS)

\_\_\_\_\_  
Address of witness

\_\_\_\_\_  
Date:

**EITHER**

Signed for and on behalf of **Institution Name & ABN** by its authorised representative in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of authorised representative

\_\_\_\_\_  
Name of witness  
(BLOCK LETTERS)

\_\_\_\_\_  
Name of authorised representative  
(BLOCK LETTERS)

\_\_\_\_\_  
Address of witness

\_\_\_\_\_  
Date:

**OR**

The Seal of **Institution Name & ABN** was this  
Enter date. affixed to this document pursuant to a  
resolution of Council in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (BLOCK LETTERS)

\_\_\_\_\_  
Name (BLOCK LETTERS)

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

**Commented [DM2]:** Confirm execution with Institute



Signed by **Name of Awardee** by way of acknowledgement in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of individual

\_\_\_\_\_  
Name of witness (BLOCK LETTERS)

\_\_\_\_\_  
Name of individual (BLOCK LETTERS)

\_\_\_\_\_  
Address of witness

\_\_\_\_\_  
Date:

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**Annexure A**

**Award Plan**

Commented [DM3]: Foundation to complete

Award Reference Number				
Award Type				
Administering Institution				
Scientific Title				
Specified Personnel				
Awardee				
Supervisor (if applicable)				
<i>Enter others here</i>				
<i>Enter others here</i>				
<i>Enter others here</i>				
<i>Enter others here</i>				
<i>Enter others here</i>				
Period of Funding		Commencement Date	Conclusion Date	
Approved Budget				
Financial Year		Amount		
		Total Funding		
Co-Contribution Funding	Yes <input type="checkbox"/> No <input type="checkbox"/>	Percentage of Award	##%	
Co-Contribution Purpose				
Co-funding body (if applicable)				
Award Activity		As defined in Application #XXXXXXXX		
Clearances Required Prior to Funding Commencement				
Clearance Type		Date Due		

<b>Reporting Requirements</b>			
<b>Report Type</b>	<b>Pro-Forma</b>	<b>Personnel responsible</b>	<b>Date Due</b>

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## Annexure B

Commented [DM4]: Review in context of grant

### Special Conditions

#### PhD Scholarship

- Item 1:** Awardees are expected to devote the time specified in the Award Plan to the Award Activity on a full time basis.
- Item 2:** The Administering Institution shall not, as a condition of administering this Award, require Awardees to undertake unpaid work in addition to that specified in the Award Plan.
- Item 4:** The Children's Hospital Foundation is to be notified immediately if the Awardee's circumstances change during the tenure of an Award, particularly when the ability of the Awardee to undertake the Award Activities may be affected by the change in circumstances. The notification will need to detail any financial and/or administrative implications for the Awardee, and implications of the change on their ability to undertake the roles and responsibilities associated with the Award.

#### Postdoctoral Fellowships

- Item 1:** Awardees are expected to devote the time specified in the Award Plan to the Award Activity. This must not be less than **XX** FTE. Participation in teaching and attendance at advanced courses relevant to the Award Activity may be permitted by the Children's Hospital Foundation if participation occupies only a small proportion of Awardees' time. The private practice of medicine and routine clinical or administrative duties are not compatible with the Award except for routine clinical duties for part-time Awards. For avoidance of doubt, full-time Awardees may spend up to 20% of their time performing routine clinical duties or teaching.
- Item 2:** The Administering Institution shall not, as a condition of administering this Award, require Awardees to undertake unpaid work in addition to that specified in the Award Plan.
- Item 3:** An Awardee proposing to accept a substantive paid appointment will normally be required to relinquish the Award. In such cases, the Awardee shall advise the Children's Hospital Foundation in writing and in advance.
- Item 4:** The Children's Hospital Foundation is to be notified immediately if the Awardee's employment circumstances change during the tenure of an Award, particularly when the ability of the Awardee to undertake the Award Activities may be affected by the change in circumstances. The notification will need to detail any financial and/or administrative implications for the Awardee, and implications of the change on their ability to undertake the roles and responsibilities associated with the Award.
- Item 5:** Awardees may not concurrently hold more than one Fellowship. For the avoidance of doubt, an award co-funded by the Children's Hospital Foundation with another organisation is considered one award.
- Item 6:** Awardees may not receive regular remuneration or grants that contain additional salary support in addition to the Award except with prior approval from the Children's Hospital Foundation.
- Item 7:** Award funding provided by the Children's Hospital Foundation in the form of a prize or similar (for example, a project-support award) related to this Award may not be used to support salary for the Awardee or to support Administrative Costs. Such Award funds may not be used as stipend for a PhD student. Such Award funds may be used to support a salary for someone (other than the Awardee) to conduct part of the Award Activity, for consumables to be used in connection with the Award Activity or for other Award Activity related costs not exclusively prohibited elsewhere in this Agreement.
- Item 8:** The Awardee may choose to use a small proportion of this fellowship award (up to 5%) for consumables to be used in connection with the Award Activity or for other Award Activity related costs not exclusively prohibited elsewhere in this Agreement.

Commented [DM5]: To be agreed with institute

### Early Career Fellowship

- Item 1:** Awardees are expected to devote the time specified in the Award Plan to the Award Activity. This must not be less than **XX** FTE. Participation in teaching and attendance at advanced courses relevant to the Award Activities may be permitted by the Children's Hospital Foundation if that activity occupies only a small proportion of the Awardees time. The private practice of medicine and routine clinical or administrative duties are not compatible with the Award except for routine clinical duties for part-time Awards. For avoidance of doubt, full-time Awardees may spend up to 20% of their time performing routine clinical duties or teaching.
- Item 2:** The Administering Institution shall not, as a condition of administering this Award, require Awardees to undertake unpaid work in addition to that specified in the Award Plan.
- Item 3:** An Awardee proposing to accept a substantive paid appointment will normally be required to relinquish the Award. In such cases, the Awardee must advise the Children's Hospital Foundation in writing and in advance.
- Item 4:** The Children's Hospital Foundation is to be notified immediately if the Awardee's employment circumstances change during the tenure of an Award, particularly when the ability of the Awardee to undertake the Award Activities may be affected by the change in circumstances. The notification will need to detail any financial and/or administrative implications for the Awardee, and implications of the change on their ability to undertake the roles and responsibilities associated with the Award.
- Item 5:** Awardees may not concurrently hold more than one Fellowship. For the avoidance of doubt, an award co-funded by the Children's Hospital Foundation with another organisation is considered one award.
- Item 6:** Awardees may not receive regular remuneration or grants that contain additional salary support in addition to the Award except with prior approval from the Children's Hospital Foundation.
- Item 7:** Award funding provided by the Children's Hospital Foundation in the form of a prize or similar (for example, a project-support award) related to this Award may not be used to support salary for the Awardee or to support Administrative Costs. Such Award funds may not be used as stipend for a PhD student unless specifically stated in the Award Plan and Approved Budget. Such Award funds may be used to support a salary for someone (other than the Awardee) to conduct part of the Award Activity, for consumables to be used in connection with the Award Activity or for other Award Activity related costs not exclusively prohibited elsewhere in this Agreement.
- Item 8:** The Awardee may choose to use a small proportion of this fellowship award (up to 5%) for consumables to be used in connection with the Award Activity or for other Award Activity related costs not exclusively prohibited elsewhere in this Agreement.

Commented [DM6]: As above

### Practitioner Fellowship

- Item 1:** Awardees are expected to devote the time specified in the Award Plan to the Award Activity. This must not be less than **XX** FTE. Participation in teaching and attendance at advanced courses relevant to the Award Activity may be permitted by the Children's Hospital Foundation if participation occupies only a small proportion of Awardees' time. The private practice of medicine and routine clinical or administrative duties are not compatible with the Award except for routine clinical duties for part-time Awards. For avoidance of doubt, full-time Awardees may spend up to 20% of their time performing routine clinical duties or teaching.
- Item 2:** The Administering Institution shall not, as a condition of administering this Award, require Awardees to undertake unpaid work in addition to that specified in the Award Plan.
- Item 3:** An Awardee proposing to accept a substantive paid appointment will normally be required to relinquish the Award. In such cases, the Awardee shall advise the Children's Hospital Foundation in writing and in advance.

Commented [DM7]: As above

- Item 4:** The Children's Hospital Foundation is to be notified immediately if the Awardee's employment circumstances change during the tenure of an Award, particularly when the ability of the Awardee to undertake the Award Activities may be affected by the change in circumstances. The notification will need to detail any financial and/or administrative implications for the Awardee, and implications of the change on their ability to undertake the roles and responsibilities associated with the Award.
- Item 5:** Awardees may not concurrently hold more than one Fellowship. For the avoidance of doubt, an award co-funded by the Children's Hospital Foundation with another organisation is considered one award.
- Item 6:** Awardees may not receive regular remuneration or grants that contain additional salary support in addition to the Award except with prior approval from the Children's Hospital Foundation.
- Item 7:** Award funding provided by the Children's Hospital Foundation in the form of a prize or similar (for example, a project-support award) related to this Award may not be used to support salary for the Awardee or to support Administrative Costs. Such Award funds may not be used as stipend for a PhD student. Such Award funds may be used to support a salary for someone (other than the Awardee) to conduct part of the Award Activity, for consumables to be used in connection with the Award Activity or for other Award Activity related costs not exclusively prohibited elsewhere in this Agreement.
- Item 8:** The Awardee may choose to use a small proportion of this fellowship award (up to 5%) for consumables to be used in connection with the Award Activity or for other Award Activity related costs not exclusively prohibited elsewhere in this Agreement.

#### **Innovator Grant and Translational Research Grant**

- Item 1:** Awardees shall adhere to the approved Award Activity. Any significant alteration to an approved Award Activity shall be submitted in writing and in advance for approval by the Children's Hospital Foundation.
- Item 2:** Although Awardees may request an extension in time if necessary, no additional funding will be provided. Request for extension in time must be submitted in writing and in advance for approval by the Children's Hospital Foundation.
- Item 3:** Award funds may not be used to support salary for the Awardee or as stipend for a PhD student or to support Administrative Costs. Award funds may be used to support a salary for someone to conduct part of the Award Activity (this person may be a named associate investigator), for consumables to be used in connection with the Award Activity or for other Award Activity related costs not exclusively prohibited elsewhere in this Agreement.
- Item 4:** The Children's Hospital Foundation is to be notified immediately if the Awardee's employment circumstances change during the tenure of an Award, particularly when the ability of the Awardee to undertake the Award Activity may be affected by the change in circumstances. The notification will need to detail any financial and/or administrative implications for the Awardee, and implications of the change on their ability to undertake the roles and responsibilities associated with the Award.

## **Annexure C**

### **Tobacco Policy**

"The individuals, research groups, research institutions or personnel of research institutions associated with a Children's Hospital Foundation award shall not accept any money by way of research grants, consultancies or sponsorships from the tobacco industry or persons connected with the tobacco industry. This includes direct funding, as well as advertising, sponsorship, gifts or loan of goods or services, or funding by any other means."

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