

FUNDING AGREEMENT AND CONDITIONS OF AWARD

BETWEEN

**THE COMMONWEALTH OF AUSTRALIA
AS REPRESENTED BY CANCER AUSTRALIA**

AND

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

in respect of

The Priority-driven Collaborative Cancer Research Scheme

Version 1

THIS AGREEMENT is made on the day of 200....

BETWEEN

THE COMMONWEALTH OF AUSTRALIA as represented by Cancer Australia
(ABN 21 075 951 918)

of: PO Box 1201,
Dickson,
CANBERRA ACT 2602
("Cancer Australia")

AND

Institution: **XXXXXXXXXXXXXXXXXXXX**

ABN: XXXXXXXXXXXXXXXXXXXX

of (address): XXXXXXXXXXXX

("Institution")

WHEREAS:

- A. Cancer Australia (CA) is an agency within the portfolio of the Minister for Health and Ageing (the Minister). CA is established under the *Cancer Australia Act 2006* (the Act). It is a prescribed agency under the *Financial Management and Accountability Act 1997* (the FMA Act). The CEO and staff constitute the statutory agency for the purposes of the *Public Service Act 1999* (the PS Act). The CEO is the Head of the agency for the purposes of the PS Act.
- B. Cancer Australia, on behalf of its Funding Partners (if any) and the Commonwealth, administers the Priority-driven Collaborative Cancer Research Scheme (the Scheme). The objective of this scheme is to support collaborative cancer research within biomedical, clinical, public health and/or health services, which is specifically related to the research priorities identified by Cancer Australia, and each Funding Partner (if any) and the Commonwealth.
- C. The purposes of the funds provided by Cancer Australia and each Funding Partner (if any), and administered through the Scheme, are to provide research grants to:
 - 1. Departments of the Commonwealth or of a State or Territory engaged in medical research;

2. universities for the purposes of medical research;
3. institutions and persons engaged in medical research; and
4. any other purpose that is prescribed,

on the condition that the recipients described in (1), (2) and (3) above comply with guidelines issued by the National Health and Medical Research Council (NHMRC) relating to the conduct of medical and health research.

- D. The Institution has applied for funding under the Scheme to undertake the Project.
- E. Cancer Australia and each Funding Partner (if any) have agreed to provide the funding to the Institution, provided the Institution executes this Funding Agreement and complies with the legal obligations on the Institution to use the Funds in support of the objectives of the Scheme.

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This Funding Agreement provides that the parties be bound by the conditions of this Agreement.

It is hereby agreed as follows:

1. INTERPRETATION

1.1 In this Agreement, unless the contrary intention appears:

“Act” means the *Cancer Australia Act 2006* and any enactments amending the Act;

“Administrative Costs” means any costs associated with the performance of the Project not identified in the Approved Budget including, overheads, staffing, administrative support, information technology services, premises, resources and capital purchases;

“Annual Financial Report” means a statement of receipts and expenditure for each calendar year as specified in Clause 6.1;

“Application” means the application under the Cancer Australia Priority-driven Collaborative Cancer Research Scheme that was lodged with the NHMRC by the Institution, and given the application number that appears at Item C;

“Approved Auditor” means a person who is:

(a) registered as a company auditor under the *Corporations Act 2001* or an appropriately qualified member of the Institute of Chartered Accountants in Australia, or of CPA Australia or the National Institute of Accountants; and

(b) not a principal, member, shareholder, office holder or employee of the Participant;

“Approved Budget” means the budget approved by Cancer Australia, as specified in Item D;

“Australian Accounting Standards” refers to the standards of that name maintained by the Australian Accounting Standards Board referred to in section 226 of the *Australian Securities and Investments Commission Act 2001* (Cth);

“Cancer Australia” means the Cancer Australia as defined and established by the *Cancer Australia Act 2006*;

“CEO” means the position of Chief Executive Officer of Cancer Australia as established by the Act or a person duly authorised to exercise the powers of the CEO, and includes a person for the time being occupying that position;

“Chief Financial Officer” means the person with principal responsibility for accounting and financial management within the Institution, or another person nominated by the 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;

“Chief Investigator” means the person or persons so designated at Item I; and

“Chief Investigator (A)” means the person so designated at Item I who will act, on behalf of all Chief Investigators, as the person with primary responsibility for the scientific oversight and the management of the Project, as is pertinent;

“Co-funding” means the amount, if any, specified in Item E, being the contribution by Funding Partners for the Project;

“Commonwealth” means the Commonwealth of Australia;

“Commonwealth's Liaison- Officer” means the person so designated in Item J who will act on behalf of the Commonwealth, Cancer Australia and/or the Funding Partners;

“Commonwealth Material” means any material, except for Project Material, provided by Cancer Australia to the Institution for the purposes of this Agreement, or derived at any time from such material;

“Conflict of Interest” means a conflict of interest, or risk of a conflict of interest, or an apparent conflict of interest arising through the Institution engaging in any activity or obtaining any interest that is likely to conflict with or restrict the Institution in performing the Project fairly and independently;

“Existing Material” means all material in existence prior to the date of this Agreement incorporated in, supplied with (or as part of), or required to be supplied with (or as part of), the Project Material;

“Financial Acquittal” means a statement of receipts and expenditure as specified in Clause 6.3;

“Funding Partners” means those agencies who have agreed to partner with Cancer Australia to provide research funding under the Priority-driven Collaborative Cancer Research Scheme relative to this Agreement, as listed at Item E;

“Funds” means funds provided by Cancer Australia and each Funding Partner (if any) for the Project, as specified in Item E;

“Funds for Collaborators” means funds provided by Cancer Australia and each Funding Partner (if any) for the Project, which will be paid by the Institution, under advice from Chief Investigator A to collaborating researchers or institutions;

“Funding Scheme” means the Priority-driven Collaborative Cancer Research Scheme under which the Funds are provided, as specified in Item A- see **“Priority-driven Collaborative Cancer Research Scheme”**;

“Information Privacy Principles” means the Information Privacy Principles in the *Privacy Act 1988* (Cth);

“Institution” means the institution referred to at the commencement of this Agreement and in Item C of the Schedule;

“Institutional Approvals” means the statements of compliance and ethics clearances specified at Annexure A;

“Intellectual Property” includes all copyright and neighbouring rights, all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered designs and circuit layouts and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;

“Item” refers to an item specified in a Schedule;

“New Institution” means another institution or body to which a Chief Investigator elects to move, provided the Chief Investigator is intending to continue with the Project (or part of the Project) at that other institution or body;

“NHMRC” means the National Health and Medical Research Council. The NHMRC is Australia’s leading expert body promoting the development and maintenance of public and individual health standards. The NHMRC consolidates within a single national organisation the often independent functions of research funding and development of advice. The functions of the NHMRC come from the statutory obligations conferred by the *National Health and Medical Research Council Act 1992*.

“Other Contributions” means any amount provided by the Institution or received by the Institution from a third party other than Funding Partners for the purposes of the Project;

“Priority-driven Collaborative Cancer Research Scheme” means the funding scheme administered by Cancer Australia on behalf of its Funding Partners (if any) and the Commonwealth, supporting collaborative cancer research which is specifically related to the research priorities identified by Cancer Australia, its Funding Partners (if any) and the Commonwealth;

“Parties” means the two parties to this Agreement;

“Period of Funding” means the time period set out in Item B;

“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; (this definition has been taken from section 6 of the *Privacy Act 1988* (Cth));

“Personnel Support Package” means that part of the Funds to be provided by the Cancer Australia or the Funding Partners for the purpose of funding personnel employed to work on the Project, as may be identified in the Approved Budget set out in Item D;

“Project” means a research project or body of research work that is the subject of an Application as specified in Item C of a Schedule and **“Projects”**, as the context requires, means all of the Projects described in the Schedules;

“Project Material” means all material created, provided or required to be provided as part of, or for the purposes of the Project, and includes (without limitation) any material derived from such material and any documents, equipment, information or data stored by any means;

“Project Period” means the period during which the applicable Project is to be conducted and completed specified in Item B;

“Project Purposes” means those objectives, activities and outcomes specified in the Application identified at Item C;

“Progress Report” is defined in Clause 6.5;

“Reports” means the reports referred to in Clause 6;

“Responsible Officer” means the officer appointed by the Institution for the purposes of the administration of the Funds;

“Schedule” and **“Schedules”** means the schedule or schedules (as the case may be) to this Agreement;

“Specified Personnel” means the personnel specified in Item I as personnel required to perform all or part of the work constituting the Project;

“Transfer Application” means an application to Cancer Australia made by the Institution, for approval to transfer the whole or part of the Funds, as applicable, to a New Institution;

“Working Day” means any day, but does not include Saturdays, Sundays or public holidays.

1.2 Except where the context otherwise requires:

- (a) words importing a gender include any other gender;
- (b) words in the singular number include the plural and words in the plural number include the singular;
- (c) clause headings are for convenient reference only and have no effect in limiting or extending the meaning of the provisions to which they refer;
- (d) where any word or phrase is given a defined meaning, any other form of that word or phrase has a corresponding meaning; and
- (e) a reference to a person or body includes a partnership and a body corporate or body politic.

1.3 The Schedules and any document attached to them by reference or otherwise shall be deemed to be substantive parts of, and be construed in accordance with, this Agreement.

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 part of a Schedule (and attachments, if any), the terms and conditions of the clauses prevail.

1.6 Where any conflict arises between any part of a Schedule and any part of an attachment, the Schedule prevails.

1.7 Where the Institution consists of more than one person, those persons agree to be jointly and severally bound by the terms of this Agreement.

- 1.8 The laws of the Australian Capital Territory apply to this Agreement.
- 1.9 This Agreement comprises the entire agreement between the parties in relation to its subject matter.
- 1.10 No variation of this Agreement shall be legally binding on either party unless executed in the same manner as this Agreement.
- 1.11 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.
- 1.12 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.
- 1.13 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.
- 1.14 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.
- 1.15 If there is any conflict or inconsistency between:
 - (a) the terms and conditions contained in the clauses of this Agreement and any part of the Schedule, then the terms and conditions of the clauses will prevail to the extent of the conflict or inconsistency;
 - (b) the terms and conditions contained in the clauses of this Agreement and any part of the annexures (if any), then the terms and conditions of the clauses will prevail to the extent of the conflict or inconsistency; and
 - (c) any part of the Schedule and any part of the annexures (if any), then the Schedule will prevail to the extent of the conflict or inconsistency.

2. PERFORMANCE OF THE PROJECT

- 2.1 The Institution shall ensure that each Project is performed within the Period of Funding specified for that Project.
- 2.2 In performance of the Projects, the Institution shall:
 - (a) conduct the Projects in accordance with the Project Purposes and, in particular;
 - i. comply with the objectives of the Priority-driven Collaborative Cancer Research Scheme as set out in the recitals to this Agreement;
 - ii. comply with the objectives for the Project specified in the Application identified at Item C;
 - iii. undertake the activities specified in the Application identified at Item C;
 - iv. endeavour in good faith to achieve the expected outcomes for the Project specified in the Application identified at Item C and support the objectives of the Priority-driven Collaborative Cancer Research Scheme; and

- v. notify Cancer Australia of any expected or actual delay or suspension (over six (6) months) in the progress of the Project;
 - (b) provide the assistance, facilities and services necessary for the efficient conduct of the Project;
 - (c) meet the normal overhead and operating expenses of the Institution as required to support the Project;
 - (d) meet the expenses of the amount of any salary and other entitlements or conditions of service payable as a result of an enterprise or other agreement which is in excess of the amount of the Personnel Support Package levels provided for under the Priority-driven Collaborative Cancer Research Scheme;
 - (e) ensure that all relevant Institutional Approvals set out in Annexure A are obtained and maintained as required in Annexure A, and the Institution must confirm this in every Progress Report (see clause 6.5 below);
 - (f) for research involving humans, ensure access to a Human Research Ethics Committee that is registered with the NHMRC;
 - (g) ensure that research under the Project is conducted in accordance with the principles outlined in the guidelines, codes and statements listed under the heading 'Statements of Compliance' in Annexure A;
 - (h) ensure that any machine-readable data arising from a Project involving research relating to the social sciences is lodged with the Australian Consortium for Social and Political Research Inc. (ACSPRI) or any other appropriate archive for secondary use by other investigators. This should normally be done within two years of the conclusion of any fieldwork relating to the Project research. If the Chief Investigator is not intending to do so within the two-year period, s/he should include the reasons in the Project's Final Report; and
 - (i) otherwise, comply strictly with the terms and conditions of this Agreement.
- 2.3 The Institution warrants to Cancer Australia that it has in place, and maintains, the following:
- (a) a security policy and procedures to a sufficiently high standard to prevent and protect against unauthorised access to all locations at which the Project, or any part of it, will be carried out;
 - (b) an appropriate security policy and procedures to protect all information technology hardware and software associated with the Project or any part of it;
 - (c) 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, laptop computers and details of experiments; and
 - (d) ethics approvals processes that comply with the *National Statement on Ethical Conduct in Research Involving Humans* as amended from time to time and other guidelines, statements and codes as listed in Annexure A.
- 2.4 Cancer Australia may, at any time, upon giving the Institution notice which is reasonable in all the circumstances, enter any premises owned or occupied by the Institution, or over which the Institution has control or right of access, in which the Project is being conducted or

material related to the Project is being stored for the purposes of inspecting the premises and observing procedures and doing all things necessary to inform itself of whether the Institution is complying with appropriate security arrangements and ethics approval processes. Where any such entry and inspection occurs, the Institution may arrange for persons authorised by it to accompany the person or persons representing Cancer Australia.

- 2.5 Cancer Australia may at any time, vary any term or condition of this Agreement by giving the Institution notice in writing of such variation, accompanied by reasons for the variation, and the Institution agrees to be bound by such variation. Any variation made pursuant to this clause shall take effect immediately upon receipt by the Institution of the notice unless a different date is specified or provided for in the notice, in which case the date of effect shall be the date specified or provided for in the notice. Cancer Australia declares that, in exercising this right to vary, it will act in good faith and make any variation only for the good and proper administration of research funding.
- 2.6 The Institution will make its own arrangements with third parties as to the rights and obligations of personnel involved in the Project but not Parties to this Agreement, and Cancer Australia is under no obligation to assist, participate or facilitate these arrangements including, without limitation, arrangements between the Institution and third parties in relation to Intellectual Property rights, rights in relation to data, financial management, ethics and co-operative research arrangements.

3. FUNDING AND CO-FUNDING

- 3.1 Subject to Parliamentary appropriation and to the provisions of this Agreement, Cancer Australia agrees to pay the Funds to the Participant and use reasonable endeavours to arrange payment of Co-funding by the Funding Partners (if any) in accordance with the payment schedule set out in Item E.
- 3.2 The funding to be contributed by Cancer Australia and each Funding Partner (if any) for the Project will not exceed the amount of Funds specified in Item E.
- 3.3 Cancer Australia may at its discretion, defer, reduce or not make a payment of Funds where it forms the reasonable opinion that the full payment is not properly required by the Participant because of Project surpluses or underspends.
- 3.4 Without limiting its rights, Cancer Australia may at its discretion defer, reduce or not make a payment of Funds until the Participant has performed all of its obligations that are required to be performed up to the date of that payment under this Agreement.
- 3.5 The Institution agrees to submit invoices for payment of the Funds in the manner specified in Item E. The amount of the invoice will not exceed the amount of Funds properly required by the Institution for its use in relation to the Project up to the date of the next invoice.
- 3.6 Unless otherwise specified in Item E, payment of the Funds will be according to the payment schedule set out in Item E.

- 3.7 The sum of all amounts to be contributed by Cancer Australia and each Funding Partner (if any) for the Project in accordance with this Agreement shall not, without the written agreement of Cancer Australia, exceed the Funds specified in Item E.
- 3.8 The Funds are made available for a particular Project and are not transferable between Projects.
- 3.9 Payment of the Funds will commence upon signing of the funding agreement and upon submission of invoices in the manner specified in Item E. It is a requirement of funding that Institutional Approvals required for the Project have been obtained by the Institution. Satisfactory evidence of Institutional Approvals must be provided to the Commonwealth's Liaison Officer. It will be the responsibility of Chief Investigator A to ensure that collaborating researchers obtain relevant Institutional Approvals. Where any Institutional Approvals necessary for the research are withdrawn or not renewed during the Period of Funding in a manner otherwise than that provided for in Annexure A, the Institution must notify Cancer Australia as soon as practicable or in any event within one (1) month after the withdrawal or expiration of the Institutional Approval and Cancer Australia may in its absolute discretion terminate this Agreement or suspend or terminate payment of the Funds for the Project pursuant to clause 15.
- 3.10 The Chief Investigator A's Institution must notify Cancer Australia of the proposed date of commencement for the Project. The Project must commence by the final date of commencement specified in Item B, or Funding may be terminated at the sole discretion of Cancer Australia.
- 3.11 If there is any delay or suspension or an expectation or anticipation of a delay or suspension (of more than six (6) months) in the commencement or progress of the Project, the Institution must notify Cancer Australia as soon as possible after becoming aware of the delay or expected delay. The Institution must request and obtain Cancer Australia's written approval for the continuation of the Project. In the event of a delay or expected delay to the commencement or progress of the Project, Cancer Australia may suspend, reduce or terminate payment of the Funds for that Project or terminate this Agreement pursuant to clause 15. Cancer Australia pursuant to clause 16, may recover any Funds not expended in accordance with this Agreement or that remain unexpended.
- 3.12 If Co-funding has been identified in the Approved Budget (Item D) or specified in Item E and that Co-funding;
- (a) is not arranged within the time-frame specified in the Approved Budget;
 - (b) is reduced; or
 - (c) ceases at any time earlier than the time specified in the Approved Budget or at Item E,
- Cancer Australia may, in its absolute discretion, by notice in writing to the Institution, terminate the Agreement or terminate or reduce the scope of the relevant Project pursuant to clause 15.
- 3.13 The Institution must inform Cancer Australia in writing within 10 Working Days of entering into any arrangement (whether contractual or statutory) under which the Institution is entitled to receive any Other Contributions related to the identified research project not

identified in Item E of the Schedule.

- 3.14 Cancer Australia may, at its discretion defer, reduce or not make a payment of Funds where it forms the reasonable opinion that the full payment is not properly required by the Institution because of Project is in surplus or underspent or where the Institution has received Other Contributions.

4. USE OF FUNDS

- 4.1 The Institution shall use the Funds only for the purpose of performing the relevant Project in accordance with the Approved Budget (including the Personnel Support Package) as specified in Item D.
- 4.2 The Institution shall deposit all Funds into a bank account controlled solely by the Institution and keep proper accounts and records of its receipts and use of the Funds. The Institution must maintain individual ledgers within the bank account for the Project and use any apportioned interest earned on the Funds only for the purposes of the Projects.
- 4.3 The Institution shall not use the Funds for the purposes of expenditure on any Administrative Costs associated with the Projects.
- 4.4 The Institution shall only use the Funds during the Period of Funding.
- 4.5 If the relevant Project's Approved Budget contains an item of equipment to the value of \$10,000 or more, then the Institution must purchase that item of equipment or a substantially similar item of equipment that is required for conduct of the Project. If the Institution is unable to purchase the equipment, it must notify Cancer Australia and Cancer Australia may in such a case suspend, reduce or terminate payment of the Funds for that item or terminate the Project or this Agreement pursuant to clause 15.

5. ACCOUNTABILITY OF INSTITUTION FOR FUNDS

- 5.1 The Institution shall:
- (a) ensure that proper accounting controls are exercised over the Projects, including the Funds and the Co-funding; and
 - (b) maintain separate accounting records for all transactions in relation to each Project.
- 5.2 Without prejudice to any other obligation to repay Funds under this Agreement, where the Institution has not legally committed or expended the full amount of the Funds during the Period of Funding, the Institution shall, within six (6) months after the end of the Period of Funding, pay to Cancer Australia and each Funding Partner (if any) the applicable proportionate amount not so committed or expended, unless the Institution prior to the end of the Period of Funding advises Cancer Australia of the reasons for the non-expenditure, and requests and obtains Cancer Australia's written approval for the unexpended part of the Funds to be carried forward and for the Period of Funding to be varied.

6. REPORTING

Financial Reports- Annual

- 6.1 The Institution shall, by 31 January of each year, or upon written notice given by Cancer Australia or otherwise as specified in Item G, provide the Commonwealth's Liaison Officer with a written **Annual Financial Acquittal** on each Project, relating to the previous 12 months. The report shall include:
- (a) a financial statement in a form to be stipulated by Cancer Australia, specifying the total Funds received and expended by the Institution;
 - (b) certification by the Chief Financial Officer or their delegate that the Funds were expended in accordance with the Agreement; and
 - (c) the amount of Co-funding received by the Institution where Co-funding is specified as part of the Approved Budget.

Audited Financial Statement - End of Period of Funding

- 6.2 The Institution shall, within three (3) months after the Period of Funding, upon termination of funding, or at other times, as reasonably requested by Cancer Australia, provide an **Audited Financial Statement**. The Audited Financial Statement must include:
- (a) detailed statement of receipts and expenditure in respect of the Funds received and expended by the Institution for the specific project for the **entire** Period of Funding (or for a period specified by Cancer Australia). The audit must be carried out by an Approved Auditor in compliance with the Australian Auditing Standards which must include a definitive statement as to whether the financial accounts are complete and accurate, a statement of the balance of the bank account/ ledger must also be included,

In preparing the audited financial statement required under this paragraph (6.2a), the Institution should have regard to clause 21 of this Agreement; and

Progress Reports-Annual

- 6.3 The Institution shall, by 31 December of each year, or upon written notice given by Cancer Australia or otherwise as specified in Item G, provide the Commonwealth's Liaison Officer with a written report (**Annual Progress Report**), in the form required by Cancer Australia, detailing progress of the performance of the Project relating to the previous 12 months.

Final Report – End of Period of Funding

- 6.4 The Institution shall, within three (3) months after the Period of Funding or termination of this Agreement, whichever the earlier, provide the Commonwealth's Liaison Officer with a final report, in the form required by Cancer Australia, in respect of each Project.

Annual Reports and a Register of Cancer Research

- 6.5 The Institution agrees that the Project title, name, and any other details relevant to qualifications or expertise, of the investigators may, at the absolute discretion of Cancer Australia and without notice to or consultation with the Institution, be included in any Annual Report given by Cancer Australia, pursuant to section 37 of the Act, and each Funding Partner (if any).
- 6.6 The Institution agrees that information relating to the Project, and any other details relevant to qualifications or expertise, of the investigators may be included on a website Register of Cancer Research.
- 6.7 The Institution represents and warrants to Cancer Australia that either:
- (a) The Institution has obtained the consent of the Chief Investigators to the inclusion in any Annual Report and Research Register of the personal information and Project information referred to at clauses 6.7 and 6.8; or
- (b) The Institution:
- i. has informed the Chief Investigator that the personal and Project information referred to in clauses 6.7 and 6.8, may be included in any Annual Report and Research Register; and
 - ii. will inform any other person who may become Chief Investigators pursuant to this Agreement, that the personal and grant information referred to in clauses 6.7 and 6.8, may be included in any Annual Report and Research Register.
- 6.8 If Cancer Australia rejects a Report, Cancer Australia will:
- (i) provide reasons for the rejection; and
 - (ii) invite the Institution to resubmit the Report, within the time specified by Cancer Australia, taking into consideration any comments provided by Cancer Australia, and may suspend payment of further Funds until the Report is acceptable to Cancer Australia.

7. EVALUATION OF PROJECT

- 7.1 The Institution shall provide to Cancer Australia such information relating to the Projects as Cancer Australia may reasonably request for the purpose of auditing and evaluating the Project.
- 7.2 The Institution shall:
- (a) upon fourteen (14) days' written notice given by Cancer Australia; and
 - (b) at times agreed to by the parties during the performance of, or up to five (5) years after the completion of, the Project;

make itself available for visits by officers of the Commonwealth (including officers of Cancer Australia, the Australian National Audit Office or any other person nominated by Cancer Australia) for the purpose of auditing and evaluating the Projects.

- 7.3 The Institution must liaise with and report to the Commonwealth's Liaison Officer as reasonably required by the Commonwealth' Liaison Officer for the purposes of this Agreement.
- 7.4 Upon receipt of reasonable written notice, the Institution must, within the time-frame stipulated in the notice, or within a reasonable time-frame if no time-frame is stipulated in the notice, provide any information in relation to the Project requested by Cancer Australia for the purposes of this Agreement, including for monitoring and evaluation.

8. RECORD KEEPING AND INSPECTION OF DOCUMENTS

- 8.1 Without prejudice to clauses 10.7 and 10.8, the Institution must keep full and accurate records of the conduct of the Project including, without limitation, progress against the milestones, the receipt and use of Funds and Other Contributions, the acquisition of equipment and animals and the creation of Intellectual Property rights in Project Material.
- 8.2 Records maintained under clause 8.1 must be retained by the Institution for a period of no less than 7 years after the end of the Project or termination of this Agreement.
- 8.3 The Institution shall, if requested in writing by Cancer Australia, make available for inspection and audit (and copying if required) by officers of, or by other persons authorised by the Commonwealth (including officers of the Australian National Audit Office), all books, accounts, receipts, printed or electronic material and other documents relating to:
- (a) the expenditure by the Institution of the whole or any part of the Funds, up to five (5) years after the completion of, the Projects; and
 - (b) compliance with any of the Agreement's clauses, the Schedule or each annexure.
- 8.4 This clause survives the expiration of the Project Period or earlier termination of this Agreement.

9. PROJECT MATERIAL AND INTELLECTUAL PROPERTY

- 9.1 Ownership of the Project Material and Intellectual Property rights in the Project Material will, subject to this clause 9, vest in the Institution, unless specified to the contrary in Item H.

Existing Material

- 9.2 This clause 9 does not affect the ownership of any Intellectual Property rights in any Existing Material.

Commonwealth Material

- 9.3 Ownership of all Commonwealth Material, including Intellectual Property rights in that material, remains vested at all times in the Commonwealth, But Cancer Australia grants the Institution a non-exclusive licence to use, copy, reproduce communicate, adapt and

exploit Commonwealth Material only for the purposes of this Agreement and in accordance with any conditions or restrictions Cancer Australia may notify to the Institution.

Licence to Project Material

- 9.4 If Item C indicates that the Institution is a commercial entity, then the Institution grants separately to Cancer Australia and each Funding Partner (if any) a permanent, irrevocable, free, world wide, non-exclusive licence (including a right of sub-licence) to use, reproduce, communicate, adapt and exploit the Intellectual Property rights in Project Material for any Commonwealth and Funding Partner (if any) purpose.

Moral rights

- 9.5 In clause 9.6, 'Specified Acts' means any of the following classes or types of acts or omissions by or on behalf of Cancer Australia or a Funding Partner (if any):
- (a) using, reproducing, adapting or exploiting all or any part of the Project Material, with or without attribution of authorship;
 - (b) supplementing the Project Material with any other material;
 - (c) using the Project Material in a different context to that originally envisaged ;
 - (d) but does not include false attribution of authorship.

- 9.6 If Item C indicates that the Institution is a commercial entity, then the Institution agrees:
- (a) to obtain from each author of any Project Material a written consent to the Specified Acts (whether occurring before or after the consent is given) which extends directly or indirectly to the performance of the Specified Acts by Cancer Australia and each Funding Partner (if any) or any person claiming under or through Cancer Australia or a Funding Partner (if any);
 - (b) to obtain from each author of any Existing Material a written consent to the Specified Acts (whether occurring before or after the consent is given) which extends directly or indirectly for Cancer Australia's and each Funding Partner's (if any) benefit in relation to the licensed use of such material; and
 - (c) upon request, to provide the executed original of each such consent to Cancer Australia.

- 9.7 Clause 9.6 does not apply to any Commonwealth Material incorporated in the Project Material.

Compliance with principles, policies and procedures

- 9.8 The Institution agrees to comply with the principles outlined in the

National Principles of Intellectual Property Management for Publicly Funded Research ('National Principles'). For the removal of doubt, the current version of the National Principles are reproduced at Annexure B to this Agreement. In the event that an amended version of the National Principles is endorsed by the NHMRC, Cancer Australia will advise the Institution in writing of the amended National Principles, in which case those amended National Principles will be deemed to form part of this Agreement and will replace the existing Annexure B.

- 9.9 Institutions must have in place policies and relevant procedures relating to Intellectual Property management which:
- (a) ensure that staff are aware of their obligations and responsibilities to protect and manage Intellectual Property;
 - (b) determine the ownership and associated rights or assignment of Intellectual Property (including, without limitation, any Intellectual Property rights in relation to transgenic animals created as a result of the Project) and require personnel performing work on a Project to acknowledge any relevant Intellectual Property ownership and rights; and
 - (c) comply with the National Principles of Intellectual Property Management for Publicly Funded Research referred to in clause 9.8.

Right to publish

- 9.10 The parties agree that Cancer Australia and each Funding Partner (if any) has the right to use or publish any Project Material or Report provided by the Institution under this Agreement, in whole or in part, as Cancer Australia in its absolute discretion determines.

Indemnity and disclaimer

- 9.11 The Institution shall at all times indemnify and hold harmless Cancer Australia and each Funding Partner (if any), its officers, employees and agents (in this clause referred to as 'those indemnified') from and against any loss (including legal costs and expenses on a solicitor/own client basis) or liability incurred or suffered by any of those indemnified arising from any claim, suit, demand, action or proceeding by any person in respect of any infringement of Intellectual Property rights by the Institution, its employees, agents or subcontractors in the course of, or incidental to, performing the Project or the use by Cancer Australia or a Funding Partner (if any) of the Project Material or Reports provided by the Institution.

10. EQUIPMENT AND ANIMALS

- 10.1 Ownership of items of equipment and animals purchased with the Funds, shall vest and remain vested in the Institution, except:
- (a) where and to the extent that Item H specifically states that ownership vests in Cancer Australia;
 - (b) where and to the extent that Cancer Australia transfers the benefit of the Funds to a New Institution in accordance with clause 11; or

- (c) where the Agreement is terminated by Cancer Australia pursuant to clause 15.
- 10.2 Where ownership of equipment purchased by or in the possession of the Institution is vested in Cancer Australia, the Institution shall, during the Period of Funding, retain possession of the equipment, maintain it in good condition and return it at the completion of the relevant Project in the same condition in which it was received, fair wear and tear excepted.
- 10.3 If the Chief Investigator or other person named as Specified Personnel moves to a New Institution before completion of a Project, then:
- (a) upon the making of a Transfer Application to Cancer Australia by the Chief Investigator; and
 - (b) where Cancer Australia approves the Transfer Application in accordance with clause 11,

the 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 Funds relevant to the Project or part of the Project to the New Institution.

- 10.4 Where this Agreement or a Project under this Agreement is terminated by Cancer Australia pursuant to clause 15, Cancer Australia may give such directions as Cancer Australia in its absolute discretion thinks fit concerning the transfer of ownership of the equipment and animals purchased with the Funds, and the 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 Cancer Australia directions.
- 10.5 An item of equipment or animals purchased with the Funds shall be used for the relevant Project Purposes and to that end, the Institution shall ensure such use is subject to the control and supervision of the Chief Investigator.
- 10.6 Any purchase by the 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.
- 10.7 The 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 Cancer Australia upon reasonable notice.
- 10.8 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 to whom sold.
- 10.9 The Institution must ensure that equipment purchased with the Funds is made available to personnel for use in connection with a Funding Scheme.

11. MOBILITY

- 11.1 The Parties acknowledge that a Chief Investigator may, at any time, make a Transfer Application to their Institution, so as to enable the Chief Investigator to continue the conduct of a Project or part of a Project at a New Institution.
- 11.2 The Institution will notify Cancer Australia of the receipt of any Transfer Application. The Institution may make submissions to Cancer Australia in relation to such Transfer Application.
- 11.3 Cancer Australia may, in its absolute discretion, approve the Transfer Application and may impose such conditions on that approval as Cancer Australia thinks fit.
- 11.4 Notwithstanding any other provision of this Agreement, if Cancer Australia approves a Transfer Application, Cancer Australia may cease or reduce the Funds to the Institution by such amount as Cancer Australia, in its absolute discretion, thinks appropriate. Cancer Australia shall not be liable to pay any costs or compensation to the Institution resulting from any action by Cancer Australia under this clause.
- 11.5 The 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 Cancer Australia of the Transfer Application.
- 11.6 In regards to a Project which is the subject of the Transfer Application, the Institution agrees to do all things reasonably required by Cancer Australia to facilitate the smooth and orderly transfer of the management and operation of the Project to any other entity as directed by Cancer Australia within the timeframe reasonably specified by Cancer Australia, including the transfer of any unexpended Funds remaining for the Project to the New Institution.

12. ACKNOWLEDGMENTS

- 12.1 The Institution shall properly acknowledge the contribution of the Commonwealth, Cancer Australia and each Funding Partner (if any) to the Projects in any relevant correspondence, public announcement, advertising material, research reports or other material produced by, on behalf of or through the Institution in any manner relating to the Projects, as indicated in Item K.
- 12.2 Any published material must include the Cancer Australia application number for the Project as identified at Item C.
- 12.3 The Institution must not use Cancer Australia or a Funding Partner's logo without the prior written consent from Cancer Australia or the Funding Partner (as applicable).
- 12.4 If the Institution wishes to use Cancer Australia and/or a Funding Partners logo, it must first write to the Cancer Australia seeking approval for the proposed use and setting out the circumstances and details of the proposed use, including details of any payment the Institution may receive directly or indirectly as a result of the publication or dissemination of any material, whether in "hard copy"

format or electronic format, associated with the proposed use.

- 12.5 Cancer Australia and each Funding Partner (if any) have absolute discretion to consent or refuse to give consent to the proposed use of Cancer Australia or its funding partner's logos.
- 12.6 Where Cancer Australia or a Funding Partner gives consent to the use by the Institution of the relevant logo, Cancer Australia or the Funding Partners may, at its absolute discretion, impose terms and conditions that are reasonable in the circumstances, including the payment of a sum of money for such use of Cancer Australia or the Funding Partner's logo.
- 12.7 Where Cancer Australia or a Funding Partner consents to any use of Cancer Australia or the Funding Partner's logo, all Intellectual Property rights in the logo remain with Cancer Australia or the Funding Partner (as applicable) and no assignment or diminution of such Intellectual Property rights is to be inferred from any consent.
- 12.8 This clause survives the expiration of the Project Period or earlier termination of this Agreement.

13. SPECIFIED PERSONNEL AND OTHER PERSONNEL

- 13.1 The Institution shall ensure that the Specified Personnel listed at Item I perform the activities specified in the relevant Application in relation to the Project and in accordance with this Agreement.
- 13.2 Where Specified Personnel are unable to perform, or to continue to perform, the activities in relation to a Project, the Institution shall notify Cancer Australia immediately.
- 13.3 Where Specified Personnel are unable to perform, or to continue to perform, the activities in relation to a Project, Cancer Australia may request the Institution to provide, at no additional cost to Cancer Australia, replacement personnel suitable to Cancer Australia, to perform the activities in relation to the Project.
- 13.4 Cancer Australia may request the Institution to make available to the Commonwealth, the services of Chief Investigators for the purposes of reviewing or assessing applications made under Funding Schemes during the Period of Funding, and the Institution will use its best endeavours to facilitate compliance by the Chief Investigator(s).
- 13.5 If the Institution does not comply with this clause, Cancer Australia may terminate this Agreement, whereupon the provisions of clause 15 shall apply.

14. TERMINATION FOR CONVENIENCE

- 14.1 Cancer Australia may, at any time by written notice, suspend or defer any payment of the Funds, terminate this Agreement or reduce the scope of a Project. If this Agreement is terminated or reduced in scope, Cancer Australia shall, subject to subclause 14.3 and subclause 14.4, be liable only for:

- (a) Funds payable under this Agreement up to the effective date of termination or reduction; and
 - (b) any reasonable costs incurred by the 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 four (4) weeks' salary).
- 14.2 Upon receipt of a notice of termination or reduction, the Institution must:
- (a) stop work as specified in the notice;
 - (b) take all available steps to minimise loss resulting from that termination or reduction;
 - (c) in the case of reduction in the scope of the Project, continue work on any part of the Project not affected by the notice; and
 - (d) immediately repay to Cancer Australia so much of the Funds not spent or acquitted to the satisfaction of Cancer Australia as relate to any part of the Project affected by the notice as at the date of the notice.
- 14.3 In the event of reduction in the scope of the Project, Cancer Australia's obligation to pay Funds and use reasonable endeavours to arrangement payment of Co-funding shall abate proportionately to the reduction in the Project.
- 14.4 Cancer Australia is not liable to pay any other amount in respect of a termination or reduction under this clause.

15. TERMINATION AND SUSPENSION

- 15.1 Where:
- (a) Cancer Australia is reasonably satisfied that any of the terms and conditions of this Agreement have not been complied with by the Institution;
 - (b) Cancer Australia is reasonably satisfied that the terms of clause 2.2 (a) or clause 2.2 (e) have not been complied with by the Institution;
 - (c) Cancer Australia, by notice in writing, requests the Institution to take action to implement an expected outcome specified in the Schedule and, after one month from the date of the notice, the Institution has failed to take that action;
 - (d) Cancer Australia is reasonably satisfied that any statement made in the Application is incorrect or incomplete in a way which would have affected the original decision to approve the Funds;
 - (e) Cancer Australia is reasonably satisfied that the Chief Investigator or Specified Personnel are, or have within the previous three (3) years, engaged in research misconduct;
 - (f) subject to the provisions of clause 15.2, the Institution:
 - (i) has received a complaint or an allegation, or has resolved to conduct or has commenced to conduct, an investigation into allegations of research misconduct by the Chief Investigator or Specified Personnel; and
 - (ii) has not informed Cancer Australia within ten (10) Working Days of receipt of the complaint or allegation, or of the

resolution to commence the investigation or of the fact that an investigation has commenced;

- (g) Cancer Australia is not reasonably satisfied that the purposes and activities of the Institution remain compatible with the objectives of the Project;
- (h) the Institution, in the reasonable opinion of Cancer Australia, fails to adequately comply with its reporting obligations under clause 6;
- (i) as a result of any change in government policy or lack of appropriation by Cancer Australia Parliament, Funds for the Project are to cease or be reduced;
- (j) Cancer Australia approves a Transfer Application;
- (k) the Institution is using the Funds for purposes other than the relevant Project; or
- (l) a clause of this Agreement provides that this clause 15 applies,

Cancer Australia may, in its absolute discretion, by notice in writing given to the Institution:

- (m) terminate either a relevant Project or this Agreement; or
- (n) suspend or reduce payment of the Funds, pending a review by Cancer Australia of the future performance of the Project.

15.2 For the purposes of 15.1(f):

- (a) the 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 15(1)(f), with the *Joint NHMRC/AVCC Statement and Guidelines on Research Practice (1997)* (“Joint Statement”) or its successor document, the *Australian Code for the Responsible Conduct of Research*, once it has been adopted;
- (b) where formal investigation of possible research misconduct is indicated, the 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 Cancer Australia;
- (c) Cancer Australia reserves the right at its absolute discretion, in any instance of suspected or alleged research misconduct notified to Cancer Australia by the Institution in accordance with clause 15.1(f), to discuss or consult with the Institution as to the appropriate form of formal investigation;
- (d) Cancer Australia reserves the right at its absolute discretion, where an Institution is conducting an investigation, whether preliminary or formal, to suspend funding to that Institution, for the relevant project or award under investigation, pending the outcome of the investigation;
- (e) the Institution must notify Cancer Australia of the outcome of any preliminary or formal investigation, whether conducted internally or independently, and reasons for the decision within ten days following the decision; and
- (f) the 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.

15.3 In this clause 15.0, ‘research misconduct’ includes research

misconduct, misconduct and scientific misconduct (as those terms are defined in the Joint Statement, or in any replacement document), and includes (without limitation) failure to adhere to research proposals approved by either a Human Research Ethics Committee or Animal Ethics Committee.

- 15.4 Nothing in this clause 15 is intended to prevent Cancer Australia from unilaterally suspending or withdrawing all funding to an Institution in a situation where Cancer Australia considers it appropriate having regard to all the circumstances.
- 15.5 Where Cancer Australia terminates a Project or this Agreement under clause 15.1, Cancer Australia shall not be obliged to pay to the Institution any outstanding amount of the Funds.

16. RECOVERY OF FUNDS

- 16.1 If at any time Cancer Australia is reasonably satisfied that any part of the Funds has been expended or committed by the Institution other than in accordance with this Agreement, Cancer Australia may recover that amount as a debt due to Cancer Australia and each Funding Partner (if any).
- 16.2 If the Institution, in the reasonable opinion of Cancer Australia, fails to adequately comply with its reporting obligations under clause 6, Cancer Australia may recover, as a debt due to Cancer Australia and each applicable Funding Partner (if any), so much of the Funds as Cancer Australia considers reasonable, having regard to the decreased usefulness of the Project to Cancer Australia for:
- (a) analysis of the conduct and outcomes of the Project; and
 - (b) further policy initiatives,
- and in this regard, the Institution acknowledges that the reports to be provided pursuant to this Agreement provide substantial value to Cancer Australia as a source of information for these purposes.
- 16.3 Cancer Australia may, following the submission of any Report, or following the time that the Financial Acquittal was due to be submitted under subclause 6.3, whichever is the earlier, recover from the Institution as a debt due to Cancer Australia and each applicable Funding Partner (if any) any part of the Funds which:
- (a) Cancer Australia is not reasonably satisfied has been expended in accordance with this Agreement; or
 - (b) remains unexpended.
- 16.4 Cancer Australia may act as agent of the Funding Partners (if any) in recovering a debt on their behalf.

17. INDEMNITY

- 17.1 The Institution shall indemnify, at all times, Cancer Australia and each Funding Partner (if any), its officers, employees and agents (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 caused by a wilful, unlawful or negligent act or omission of the Institution, its employees, agents or subcontractors in connection with this Agreement.

- 17.2 The Institution's liability to indemnify Cancer Australia and the Funding Partners (if any) under clause 17.1 will reduce proportionately to the extent that any negligent or other tortious act or omission of them contributed to the relevant liability, loss or damage, or loss or expense.
- 17.3 Cancer Australia will hold the indemnity rights of the Funding Partners (if any) under clause 17.1 on trust for them and may act as agent of the Funding Partners (if any) in any action under the indemnity.
- 17.4 This clause survives the expiration of the Project Period or earlier termination of this Agreement.

18. INSURANCE

- 18.1 Unless Cancer Australia otherwise agrees, the Institution must, for so long as any obligations remain in connection with this Agreement:
 - (a) effect and maintain workers' compensation insurance as required by law, professional indemnity and public risk insurance policies for appropriate amounts as per Item M, to cover all the obligations of the Institution under this Agreement, including those which survive the expiration or termination of this Agreement; and
 - (b) upon request, provide proof of insurance acceptable to Cancer Australia.
- 18.2 All insurance under clause 18.1 is to be taken out with an insurer regulated by the Australian Prudential Regulation Authority or an equivalent.

19. USE OF INFORMATION

- 19.1 If any agency or body of the Commonwealth receives information from the Institution in relation to the Project, the Institution consents to the provision by the agency or body of such information to Cancer Australia and each Funding Partner (if any).
- 19.2 The Institution acknowledges that Cancer Australia and each Funding Partner (if any) may be required to provide information in relation to the Funds or this Agreement, as required by the operation of any law, judicial or parliamentary body or government agency.
- 19.3 Cancer Australia and each Funding Partner (if any) reserves the right to publicise and report on the awarding of funding to the Institution. Cancer Australia and each Funding Partner (if any) may do this by including general information about the Institution, the Funds, title and a brief description of the Project in media releases, general announcements about the Funds and in annual reports and registries of

research.

19.4 The Institution acknowledges that its performance of the Project and any failure to comply with this Agreement, including, without limitation:

- (a) any failure to provide full and thorough reports pursuant to clause 6; or
- (b) any careless use or misuse of the Funds,

may be taken into consideration by Cancer Australia and any Funding Partner in any future application by the Institution for funding under any scheme.

20. NEGATION OF EMPLOYMENT, PARTNERSHIP AND AGENCY

20.1 The Institution agrees not to represent itself, and to use its best endeavours to ensure that its officers, employees, agents and subcontractors do not represent themselves, as being an officer, employee, partner or agent of the Commonwealth or Cancer Australia or a Funding Partner (if any), or as otherwise able to bind or represent the Commonwealth or Cancer Australia or a Funding Partner (if any).

20.2 The Institution, its officers, employees, agents and subcontractors do not by virtue of this Agreement become an officer, employee, partner or agent of the Commonwealth or Cancer Australia or a Funding Partner (if any), nor does the Institution have any power or authority to bind or represent the Commonwealth, Cancer Australia and a Funding Partner (if any).

21. COMPLIANCE WITH LAW

21.1 The Institution shall ensure that in carrying out its functions and expending the Funds, it complies with all relevant Commonwealth, State and local government laws, regulations and by laws (including any amendment, modification or re-enactment of them) and including, without limiting the generality of the foregoing:

- (a) the Research Involving Human Embryos Act 2002 (Cth);
- (b) the Prohibition of Human Cloning Act 2002 (Cth);
- (c) the Gene Technology Act 2000 (Cth);
- (d) the Crimes Act 1914 (Cth);
- (e) the Criminal Code 1995 (Cth);
- (f) the Racial Discrimination Act 1975 (Cth);
- (g) the Sex Discrimination Act 1984 (Cth);
- (h) the Disability Discrimination Act 1992 (Cth);
- (i) the Equal Opportunity for Women in the Workplace Act 1999 (Cth);
- (j) the Therapeutic Goods Act 1989 (Cth); and
- (k) all those relating to employment terms and conditions.

22. CONFLICT OF INTEREST

- 22.1 The Institution warrants that, at the date of signing this Agreement no Conflict of Interest exists or is likely to arise in the performance of its obligations under this Agreement.
- 22.2 If during the term of this Agreement, a Conflict of Interest arises in respect of the Institution, or an employee or agent of the Institution, the Institution must immediately notify Cancer Australia in writing of that Conflict of Interest.
- 22.3 If a Conflict of Interest is experienced by the Institution, or an employee or agent of the Institution, the Institution must take such steps as Cancer Australia may reasonably require to resolve, or otherwise deal with that Conflict of Interest.
- 22.4 If the Institution fails to notify Cancer Australia under this clause 22, or is unable or unwilling to resolve or deal with the Conflict of Interest as required, Cancer Australia may terminate this Agreement in accordance with clause 15 (Termination and Suspension).

23. PROTECTION OF PERSONAL INFORMATION

- 23.1 This clause applies only where the Institution deals with Personal Information when, and for the purpose of, conducting the Project under this Agreement.
- 23.2 The Institution agrees to be treated as a contracted service provider and agrees to:
- (a) use Personal Information held in connection with the performance of the Projects under this Agreement only for the purposes of fulfilling its obligations under this Agreement;
 - (b) 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 Information Privacy Principle (IPP);
 - (c) carry out and discharge the obligations contained in the IPPs as if the Institution were an agency;
 - (d) notify individuals whose Personal Information the Institution holds, that complaints about the Institution's acts or practices may be investigated by the Privacy Commissioner who has power to award compensation against the Institution in appropriate circumstances;
 - (e) not to use or disclose Personal Information or engage in an act or practice that would breach section 16F of the *Privacy Act 1988* (direct marketing), a National Privacy Principle (NPP), (particularly NPPs 7 to 10) or an Approved Privacy Code (APC), unless:
 - (i) in the case of section 16F – the use or disclosure is explicitly required under this Agreement; or
 - (ii) in the case of an NPP or an APC – where the act or practice is explicitly required under this Agreement ;
 - (f) 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 NPP or an APC binding on a Party);

- (g) immediately notify Cancer Australia if the Institution becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in, this clause 23, whether by the Institution or any subcontractor;
 - (h) comply with the *Privacy Act 1988* (to the extent that Act applies to the Institution), including any guidelines issued by Cancer Australia and approved for the purposes of that Act;
 - (i) comply with any relevant privacy law of State or Territory (to the extent that such law applies to the Institution);
 - (j) 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 23;
 - (k) ensure that any of the 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 Institution's obligations set out in this clause 23; and
 - (l) indemnify Cancer Australia and each Funding Partner (if any) as the circumstances require, in respect of any loss, liability or expense suffered or incurred by Cancer Australia, arising out of or in connection with a breach of the obligations of the Institution under this clause 23 or any misuse of Personal Information by the Institution or any disclosure by the Institution in breach of an obligation or confidence, whether arising under the *Privacy Act 1988* or otherwise. Cancer Australia will hold the indemnity rights of the Funding Partners (if any) under this clause 23.2 on trust for them and may act as agent of the Funding Partners (if any) in any action under the indemnity.
- 23.3 The Institution agrees to ensure that any subcontract entered into for the purpose of fulfilling the Institution's obligations under this Agreement imposes on the subcontractor the same obligations as the Institution has under this clause 23, including the requirement in relation to subcontracts.
- 23.4 In this clause 23, the terms 'agency', 'Approved Privacy Code' (APC), 'contracted service provider', 'Information Privacy Principles' (IPPs), and 'National Privacy Principles' (NPPs) have the same meaning as they have in section 6 of the *Privacy Act 1988*, and 'subcontract' and other grammatical forms of that word has the meaning given in section 95B(4) of the *Privacy Act 1988*.

24. DISPUTE RESOLUTION

- 24.1 Before resorting to external dispute resolution mechanisms (except for urgent interlocutory relief) the Parties must attempt to settle by negotiation any dispute in relation to this Agreement, including by referring the matter to persons who may have authority to intervene and direct some form of resolution.
- 24.2 If a dispute is not settled by the Parties within twenty (20) Working Days of one Party first sending to the other Party written notice of the dispute, the dispute may be the subject of court proceedings or may be submitted to some alternative dispute resolution mechanism as may be agreed in writing between the Parties.
- 24.3 Notwithstanding the existence of a dispute, the Institution must

continue to perform its obligations under this Agreement.

25. NOTICES

- 25.1 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 as set out in Item J or such other address as a Party may notify the other party from time to time.
- 25.2 A notice, request or other communication will be deemed to be received:
- (a) if delivered by hand, upon delivery;
 - (b) if sent by pre-paid ordinary post within Australia, upon the expiration of two (2) Working Days after the date on which it was sent;
 - (c) if sent by facsimile, on the Working 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 Institution by close of business of the next Working Day following the day of dispatch that the transmission was illegible; or
 - (d) if transmitted electronically, upon receipt by the sender of an acknowledgment that the communication has been properly transmitted to the recipient.

26. RESPONSIBLE OFFICER

- 26.1 The Institution shall notify Cancer Australia in writing of the name and title of the Responsible Officer. All correspondence and reports relating to the Funds shall be made by or through the Responsible Officer and all documents signed by the Responsible Officer shall be binding on the Institution.
- 26.2 The Responsible Officer shall supply all necessary information reasonably requested by Commonwealth in relation to the purposes for which the Funds are used.

27. ASSIGNMENT AND OTHER ENCUMBRANCES

- 27.1 The Institution shall not without the written consent of Cancer Australia 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.

28. CEO MAY ACT

- 28.1 The CEO may exercise, on behalf of Commonwealth, any of the powers conferred upon Cancer Australia by this Agreement.

29. SURVIVAL OF PROVISIONS

- 29.1 The provisions of clauses 2.2(h) [LODGEMENT OF DATA], 2.3(c) [PREVENTION OF UNAUTHORISED ACCESS], 5 [ACCOUNTABILITY OF INSTITUTION FOR FUNDS], 6

[REPORTING], 0.1 [7. EVALUATION OF PROJECT], 0 [9. PROJECT MATERIAL AND INTELLECTUAL PROPERTY], 0.4 [10. EQUIPMENT AND ANIMALS], 0 [11. MOBILITY], 0 [12. ACKNOWLEDGMENTS], 0 [16. RECOVERY OF FUNDS], 0 [17. INDEMNITY], 0 [18. INSURANCE], 0 [19. USE OF INFORMATION], 21 [COMPLIANCE WITH LAW], 22 [CONFLICT OF INTEREST], 23 [PROTECTION OF PERSONAL INFORMATION] and 0 [26. RESPONSIBLE OFFICER] will survive the expiration or earlier termination of this Agreement.

30. TAXES, DUTIES AND CHARGES

- 30.1 Except as provided by this clause 30, the Institution must pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement.
- 30.2 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.
- 30.3 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.
- 30.4 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.
- 30.5 No Party may claim from the other Party under this Agreement any amount for which the first Party may claim an input tax credit.

ANNEXURE A – INSTITUTIONAL APPROVALS

Clearance requirements:

The Institution must meet the following clearance requirements and obtain and maintain as required, the necessary approvals for the duration of the Projects:

(i) Research Involving Humans

All research involving humans shall be conducted in accordance with the requirements of the '*National Statement on Ethical Conduct in Research Involving Humans*' (1999) and associated guidelines, as amended from time to time.

Approval shall be obtained from a Human Research Ethics Committee (HREC) that is registered with the NHMRC before commencement of the Project, and shall be maintained for the duration of the Project and reobtained if required for the duration of the Project. The Chief Investigator A is responsible for ensuring that all project activities have Human Research Ethics Committee approval. Institutions and HRECs shall be responsible for monitoring the conduct of the Project and ensuring that ethical approval is obtained for amendments to the Project.

Despite the preceding paragraph, the Institution is not obliged to reobtain or maintain HREC approval if the HREC determines that the human research portion of the Project is complete and that such approvals are no longer required.

(ii) Animal experimentation

Experiments involving the use of animals shall be conducted, and experimental animals shall be housed, maintained and controlled, in accordance with the current '*Australian Code of Practice for the Care and Use of Animals for Scientific Purposes*' and any additional policy statements adopted by the NHMRC.

Approval shall be obtained from the relevant Animal Ethics Committee (AEC) before commencement of the Project, and shall be maintained for the duration of the Project and reobtained if required for the duration of the Project. Institutions and AECs shall be responsible for monitoring the conduct of the Project and ensuring that ethical approval is obtained for amendments to the Project.

Despite the preceding paragraph, the Institution is not obliged to reobtain or maintain AEC approval if the AEC determines that the animal research portion of the Project is complete and that such approvals are no longer required.

(iii) Use of radioactive substances, ionising radiation, recombinant DNA, biohazardous material, potent teratogens or carcinogens

Clearance for Projects which involve any of the above must be obtained from the appropriate Institutional Bio-safety Committee and/or, where relevant, the appropriate Ethics Committee.

If a Project involves the use of ionising radiation, the Institution shall ensure that any personnel performing procedures involving ionising radiation are appropriately trained and hold a relevant current licence from the appropriate State or Territory authority, and that all relevant State or Territory legislation is complied with. The Institution shall retain all such licences and shall provide them to the Commonwealth if required to do so.

Despite the preceding paragraph, the Institution is not obliged to reobtain or maintain licenses if the appropriate authority determines that the relevant portion of the Project is complete and that such licenses are no longer required.

(iv) Administration to humans of drugs, chemical agents or vaccines

Any Project involving the above will be subject to prior clearance by the relevant Human Research Ethics Committee.

(v) Import of Experimental Organisms

The Institution must ensure that, before experimental organisms are imported into Australia for the purposes of a Project, the Institution or the Chief Investigator of the Project must obtain authorisation for the importation from the appropriate Commonwealth and State authorities.

(vi) Storage of Biological Materials

Any biological material accumulated during the course of a Project shall be transferred to an Australian body with statutory responsibility for control of such material. If no such body is available to take control of the biological material then the Institution shall dispose of the material in accordance with the Institution's established safeguards.

(vii) Genetic Manipulation

All work involving recombinant nucleic acids must conform to the requirements set out in the *Gene Technology Act 2000* (Cth) as amended from time to time.

If a Project involves the preparation and/or use of recombinant nucleic acids constructed *in vitro* from sources that do not ordinarily recombine

genetic information, approval in writing by the Institution's Biosafety Committee must be obtained.

If a Project involves or concerns the use of recombinant DNA techniques on animals or humans then, before the proposed research commences, the Institution shall ensure that the research has been approved by the relevant Ethics or Biosafety Committee of the Institution. The Institution shall retain all certificates of approval relating to the above and will provide such evidence to the Commonwealth if required to do so.

Statements of Compliance

The Institution must ensure that research under the Projects is conducted in accordance with the principles outlined in the following guidelines, codes and statements:

- (a) National Statement on Ethical Conduct in Research Involving Humans (NHMRC, 1999) or any replacement versions
- (b) Joint NHMRC/AVCC Statement and Guidelines on Research Practice (1997) or any replacement versions
- (c) Australian code of practice for the care and use of animals for scientific purposes (NHMRC, 2004)
- (d) Values and Ethics: Guidelines for ethical conduct in Aboriginal and Torres Strait Islander health research (NHMRC, 2003)
- (e) Ethical guidelines on the use of assisted reproductive technology in clinical practice and research (NHMRC, 2004)
- (f) Guidelines for Genetic Registers and Associated Genetic Material (NHMRC, 1999)
- (g) Guidelines for Ethical Review of Research Proposals for Human Somatic Cell Gene Therapy and Related Therapies (NHMRC, 2000)
- (h) Guidelines issued under section 95 of the *Privacy Act 1988* (Cth)
- (i) Guidelines approved under section 95A of the *Privacy Act 1988* (Cth)

ANNEXURE B

NATIONAL PRINCIPLES OF INTELLECTUAL PROPERTY MANAGEMENT FOR PUBLICLY FUNDED RESEARCH

**The Australian Research Council
The Australian Tertiary Institutions Commercial Companies Association
The Australian Vice-Chancellors' Committee
The Department of Education, Training and Youth Affairs
The Department of Industry, Science and Resources
IP Australia
The National Health and Medical Research Council**

Foreword

Introduction

Principles

- 1. Institutional Policies**
- 2. Identification of IP**
- 3. Protection of IP**
- 4. Ownership of IP**
- 5. Assessment of Existing IP**
- 6. Management of IP**
- 7. Sharing of Benefits**
- 8. Transparency and Reporting**
- 9. Potential Conflict of Interest**

Commercialisation of Research Findings

FOREWORD

Knowledge and research findings have become the most important resources, and the key elements, in the new business paradigm for economic development. The Government's strategic policy direction to reinforce research investment and commercialisation is clearly reflected in a number of reports and discussion papers, including, the *Health and Medical Research Strategic Review* (Wills Report)ⁱ; *Knowledge and Innovation: A policy statement on research and research training* (White Paper)ⁱⁱ; the Science Capability Review *Chance to Change*ⁱⁱⁱ; and the Innovation Action Plan: *Backing Australia's Ability*^{iv}. It has become essential, at both institutional and national levels, that appropriate principles and mechanisms are in place to identify, protect, develop and commercialise these resources.

To this end, a working party was established that comprises some key organisations involved with, or with an interest in the outcomes from, publicly funded research in Australia: the Australia Research Council (ARC), the Australian Tertiary Institutions Commercial Companies Association (ATICCA), the Australian Vice-Chancellors' Committee (AVCC), the Department of Education, Training and Youth Affairs (DETYA), the Department of Industry, Science and Resources (DISR), IP Australia and the National Health and Medical Research Council (NHMRC). These agencies have worked together to develop a consistent national framework for the management and the exploitation of intellectual property (IP) generated by publicly funded research.

The purpose of developing the National Principles of IP Management for Publicly Funded Research is to assist researchers, research managers and their research institutions, in ensuring that they have access to best practices for the identification, protection and management of IP, and therefore, to maximise the national benefits and returns from public investment in research.

It is important to emphasise that the public research funding agencies, including the ARC, the NHMRC and other government agencies, will continue to support the best research in the national interest and will continue to pursue the vision of advancing the nation's capacity for quality research for the economic, social and cultural benefit of the community. The ARC and the NHMRC do not wish to hold a stake in direct ownership of IP nor do they intend to benefit directly from commercial outcomes of the research funded through their financial support. The intention of the National Principles is simply to improve the commercial outcomes from publicly funded research where a commercial outcome is appropriate.

The National Principles are expected to evolve over time in the light of the experiences of the funding agencies, research institutions and researchers. Organisations may wish to develop their own detailed IP management strategies within the framework of these principles to best suit their particular environments and needs. The NHMRC recognises that further consideration needs to be given to intellectual property issues in health and medical research involving indigenous people and communities, and where research has the potential to benefit public health in an international context^v.

ⁱ The Health and Medical Research Strategic Review 'The Virtuous Cycle: Working together for health and medical research' (1999). Commonwealth of Australia

ⁱⁱ Knowledge and Innovation: A policy statement on research and research training (2000). Commonwealth of Australia

ⁱⁱⁱ Australian Science Capability Review, 'The Chance to Change' (2000). Commonwealth of Australia

^{iv} Backing Australia's Ability: an innovation action plan for the future (2001). Commonwealth of Australia

^v World Health Assembly Resolution WHA54.13 and (draft)A54/48, May 2001 http://www.who.int/wha-1998/EB_WHA/english/newANG_navigat.htm

INTRODUCTION

What is Intellectual Property (IP)?

IP is generally regarded as representing ‘... *the property of your mind or intellect.*^{vi}’

Methods for the protection and exploitation of IP include, but are not limited to:

- **patent** for new or improved products or processes;
- **copyright** for original material in literary, artistic, dramatic or musical works, and in other works that include films, broadcasts, multimedia and computer programs;
- **trade mark** for words, symbols, pictures, sounds, smells or a combination of these, to distinguish the goods and services of one trader from those of another;
- **design** for the shape or appearance of manufactured goods;
- **circuit layout right** for the 3-dimensional configuration of electronic circuits in integrated circuit products or layout designs;
- **plant breeder's right** for new plant varieties;
- **trade secret** including know-how, other confidential or proprietary information and background knowledge.

Many of the major issues concerning IP relate to the inventor’s and/or owner’s legal rights to exploit this property. Many of these issues, at least in the context of the university environment, have been canvassed in detail by the AVCC^{vii}.

Certain types of IP require registration with a relevant Government agency, for example patents, trademarks and designs. Other IP, such as copyright, does not, even though the rights associated with it are strongly established by legislation and legal precedent. Still other types of IP, for example trade secrets and know-how, can be protected only under the Common Law.

^{vi} IP Australia (2000)

^{vii} Australian Vice-Chancellors’ Committee (1995) ‘Ownership of Intellectual Property in Universities’ - under review

PRINCIPLES

1. Institutional policies

Research institutions will have policies approved by their Governing Body relating to the ownership, protection and exploitation of IP.

2. Identification of IP

Research institutions will have procedures that provide support to publicly funded researchers so that they can recognise when their discoveries may have potential commercial value and provide for a review process to identify IP that can be protected and/or exploited.

3. Protection of IP

Research institutions will have policies that make clear to staff their responsibilities in relation to IP protection including, where appropriate the maintenance of research laboratory records and the prevention of premature public disclosure of research results prior to obtaining IP protection.

Institutions should provide, wherever possible, assistance to researchers in fulfilling these obligations and responsibilities as well as rewarding and encouraging their participation in any subsequent commercialisation process.

4. Ownership of IP

Public funding agencies should have a clear policy on whether they will claim any ownership and/or associated rights for IP generated from their supported research. Recognising the Common Law rights of research institutions as employers, the ownership and the associated rights of all IP generated by Cancer Australia and its funding partner's supported research will initially be vested in the research institutions administering the grants.

Research institutions will have policies and relevant procedures in place for determining the subsequent ownership and/or assignment of IP rights, and will have clear agreements with employees and grant holders registered through the research institutions on ownership and/or associated rights of IP.

Research institutions will also have clear policies and agreements in place regarding students including postgraduate students, who are not covered under the Common Law in this context, on ownership of IP generated during their course of study, research and training.

Particular attention should be given to cases where IP impinges or potentially impinges on the cultural, spiritual or other aspects of indigenous peoples.

5. Assessment of existing IP

Institutions will have procedures in place to guide researchers in assessing the existing IP in the field that is likely to affect their research in order to determine their freedom to operate in that field of research.

6. Management of IP

Research institutions will have procedures for the regular review of IP and associated commercial activities and outcomes arising from publicly funded research.

Research institutions will have procedures in place to provide advice to the creators of the IP on the options that are available for commercialising IP.

7. Sharing of benefits

Research institutions will have policies that recognise the rights and needs of all stakeholders involved in the research supported by public funds.

These policies will define the way in which benefits from the development and exploitation of the IP will be allocated.

8. Transparency and reporting

In order for funding agencies to fulfil their reporting requirements to the government on the outcomes of the funded research, research institutions must be in a position to report annually on IP management of their publicly funded research.

9. Potential conflict of interest

Research institutions will have policies and procedures that provide guidance in relation to potential conflicts of interest concerning ownership, management, protection and exploitation of IP.

COMMERCIALISATION OF RESEARCH FINDINGS

Research institutions, and where appropriate, individual researchers, are expected to consider the most appropriate way of exploiting the IP generated from publicly funded research. It is acknowledged that there is no single 'best approach' for commercialising (or exploiting) IP, and each case should be considered individually. Options range from exclusive and non-exclusive licences, research agreements or contracts through to joint ventures or the establishment of spin-off companies.

SCHEDULE FOR GRANTS FUNDED / CO-FUNDED BY

(Note references are to clauses in the Funding Agreement)

APPLICATION ID: xxxxxx

A. FUNDING SCHEME
(subclause 1.1)

Cancer Australia's Priority-driven Collaborative Cancer Research Scheme

This scheme is conducted by Cancer Australia in conjunction with the National Health and Medical Research Council

B. PERIOD OF FUNDING
(subclause 1.1)

This Schedule must be signed by the University of Melbourne and returned to Cancer Australia by x xxx 2010, or the Offer will lapse.

x (x) years of funding has been approved for this Project.

Start date: / / 2010

End date: / / 2013

Final date by which Project must commence: xx xxx 201x

Final date by which Project must be completed: xx xxx 201x

C. PROJECT & PROJECT PURPOSES
(subclause 1.1 and clause 2)

Application ID: xxxxxx

Institution: xxxxxxxxxxxxxxxx (commercial: No)

Project:

Is this project a cancer clinical trial? Yes / No

If answered **YES**, Chief Investigator A must ensure that this Trial is registered with ACTOnline (a consumer cancer clinical trials site linked to the Australian and New Zealand Clinical Trials Registry ANZCTR). This will require completion of the additional consumer data items necessary to populate the ACTOnline site. It is the responsibility of Chief Investigator A to report to the Commonwealth when this has occurred.

Project Synopsis and Aims

D. APPROVED BUDGET (GST-exclusive)
(subclause 1.1 and clause 4)

Year	1	2	3
Amount	\$	\$	\$

E. FUNDING AND CO-FUNDING
(subclause 1.1 and clause 3)

The maximum funding for this application is: \$xxxxxxxx (exclusive of GST).

This application will be funded / co-funded by..... Funds will be paid byin the following instalments and timeframe.

Insert table.....

Note:

For funds claimed from Cancer Australia, a correctly rendered tax invoice should be sent to the Commonwealth's Liaison officer, as detailed in Item J. A correctly rendered tax invoice for Cancer Australia is one that contains:

- (a) the name of the Project
- (b) the name of the Commonwealth's Liaison Officer (Item J)
- (c) a claim for the amount of the funds properly required from Cancer Australia

For funds claimed from Funding Partner X invoices should be sent to Funding Partner X. A correctly rendered tax invoice for Funding Partner X is one that contains:

- (a) the name of the Project
- (b) the name and contact details of the Liaison Officer for the Funding Partner X
- (c) a claim for the amount of the funds properly required from Funding Partner X

The contact details for the Liaison Officer of Funding Partner X are:

The due date for payment is 30 days after receipt of a correctly rendered tax invoice by Cancer Australia and/or Funding Partner X

If there are unexpended funds reported in a financial statement then Cancer Australia and/or Funding Partner X may subtract this amount of funding from the next scheduled payment.

If there is a default in payment by one of the Funding Partners, Cancer Australia will negotiate a reduction in the deliverables commensurate with the funding shortfall.

F. FUNDING OF COLLABORATORS
(subclause 1.1)

It is the responsibility of the Institution, upon advice from the Chief Investigator A, that agreed budgets and payments are made to collaborating institutions and researchers.

G. REPORTING
(clause 6)

Annual Financial Acquittal (using the template provided by Cancer Australia)
Date(s) due: For calendar year ending 31 December by end February following.

Annual Progress Reports (using the template provided by Cancer Australia)
Date(s) due: For calendar year ending 31 December by end February following

Final Report
Within 3 months after the Period of Funding ends, or the Termination of the Funding.

Audited Financial Statement
Within 3 months after the Period of Funding ends, upon the Termination of the Funding, or at other times, as reasonably requested by Cancer Australia.

H. OWNERSHIP OF MATERIALS, EQUIPMENT AND ANIMALS
(as stated in clause 9.3 and clause 10.1)

I. SPECIFIED PERSONNEL
(clause 13)

Chief Investigators

Chief Investigator A:

Named Collaborators:

J. COMMONWEALTH'S LIAISON OFFICER
(subclauses 1.1, and 3.6, and clauses 6 and 25)

The Commonwealth's Liaison Officer shall be the person holding, occupying or performing duties of: Program Manager, Research and Clinical Trials, Cancer Australia

This position is currently occupied by:

Dr Paul Jackson
Tel: (02) 6217 9810
Fax: (02) 6217 9844
Email: Paul.Jackson@canceraustralia.gov.au

K. ACKNOWLEDGEMENTS
(clause 12)

The Institution must acknowledge the support provided by the Commonwealth and Cancer Australia on any material produced, or presentations given as a result of the

funding received through this Agreement. Preferred formats for statements of acknowledgement are;

“This project was co-funded by Funding Partner X and Cancer Australia”

Chief Investigators must contact Funding Partner X and Cancer Australia prior to any media release or statement and may be asked by Funding Partner X and Cancer Australia to participate in media or other publicity events relevant to the Priority-driven Collaborative Cancer Research Scheme.

L. EQUIPMENT AND ANIMALS

(as stated in clause 9)

M. INSURANCE

(clause 18)

The Institution agrees to maintain:

- Workers’ compensation insurance for an amount required by the relevant State or Territory legislation;
- Public liability insurance for an amount of not less than ten million dollars (10,000,000); and
- Professional indemnity insurance for an amount of not less than five million dollars (5,000,000).

N. COMPLIANCE WITH LAWS AND POLICIES

(clause 21)

The Institution must comply with laws and policies, as stated in clause 21.

SIGNATURE BLOCK FOR SCHEDULE

(Note references in the Schedule are to clauses in the Priority-driven Collaborative Research Scheme Agreement Version 1)

This Schedule is made on the day of 200....

The parties agree to be bound by the terms and conditions set out in the Agreement dated *{insert date Agreement was signed}*

IN WITNESS WHEREOF the Parties have executed this Schedule as a AGREEMENT

SIGNED, SEALED AND DELIVERED)
on behalf of the COMMONWEALTH)
OF AUSTRALIA by:)

.....)
(print name))

.....)
(position))

in the presence of:)

.....)
(print name))

.....)
(position))

.....)
(Signature))

.....)
(Signature))

SIGNED, SEALED AND DELIVERED)
on behalf of the)

.....)
(Institution Name))

by)
(print name))
who warrants they have the authority)
to bind the Institution)

.....)
(position))

in the presence of:)

.....)
(print name))

.....)
(position))

.....)
(Signature))

.....)
(Signature))