

FUNDING AGREEMENT AND CONDITIONS OF AWARD

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

AND

[INSERT NAME OF ADMINISTERING INSTITUTION]

**in respect of
The Priority-driven Collaborative Cancer Research
Scheme**

Version 4

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THIS AGREEMENT is made on the.....day of201...

BETWEEN

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

of: Level 14, 300 Elizabeth Street
SYDNEY
NSW 2000
("Cancer Australia")

AND

Institution: **Insert details of Administering Institution**

ABN:

of (address): ("Institution")

WHEREAS:

- A. Cancer Australia (CA) is an agency within the portfolio of the Minister for Health (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 Funding provided by Cancer Australia and each Funding Partner (if any), and administered through the Scheme, are to provide research grants to:
 - a) Departments of the Commonwealth or of a State or Territory engaged in medical research;
 - b) Universities for the purposes of medical research;
 - c) Institutions and persons engaged in medical research

for the purposes of the Scheme, as referred to in the Schedule to this Agreement.

- D. The Administering Institution is an Eligible Institution for the purposes of the Scheme funding as defined by National Health and Medical Research Council (NHMRC) Administering Institutions Policy.

- E. Cancer Australia is required by law to ensure the accountability of Funding and, accordingly, the Administering Institution is required to account for all Cancer Australia and Funding Partner (if any) Funding it and its Participating Institutions receive under this Agreement.
- F. The Administering Institution has applied for funding under the Scheme to undertake the Project.
- G. Cancer Australia and each Funding Partner (if any) have agreed to provide the funding to the Administering Institution, provided the Administering Institution executes this Funding Agreement and acknowledges that it is required to comply with all of its obligations under this Agreement, including but not limited to:
 - a. managing and being accountable for the Funds;
 - b. conducting the Project(s) in an ethical manner in accordance with NHMRC Approved Standards and Guidelines and all applicable Commonwealth and State and Territory laws and regulations;
 - c. maintaining a high standard of governance;
 - d. ensuring its Participating Institutions perform the Projects and administer the Funds so as to give effect to this Agreement; and
 - e. providing information, advice and Reports to Cancer Australia, and obtaining approvals from Cancer Australia, as required under this Agreement.

It is hereby agreed as follows:

1. Definitions

- 1.1 In this Agreement, unless the contrary intention appears:

"ABN" has the meaning as given in section 41 of the A New Tax System (Australian Business Number) Act 1999;

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

"Administering Institution" means the organisation that is a Party to this Agreement and in Item C of the Schedule, and where the context permits, includes its Personnel;

"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;

"Agreement" means this deed once it is executed by both Parties and includes the Schedules and any attachments or annexures as may be amended from time to time;

"Annual Financial Statement" means a statement of receipts and expenditure

for each calendar year as specified in Clause 9.3;

"Application" means the application under the Cancer Australia Priority-driven Collaborative Cancer Research Scheme that was lodged with the NHMRC by the Administering 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 (Cth)* or an appropriately qualified member of the Institute of Chartered Accountants in Australia, the Institute of Public Accountants or of CPA Australia; and
- b. not a principal, member, shareholder, officer, agent, subcontractor, employee or related entity of the Administering Institution or of a related body corporate (the terms 'related entity' and 'related body corporate' have the same meaning as in section 9 of the *Corporations Act 2001 (Cth)*);

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

"Asset" means:

- a. any item of personal property (including Equipment and animals) or real property which has a GST-exclusive cost of more than \$10,000; and
- b. any group or class of items of personal property (including Equipment and animals) or real property that as a group or class of items has a total GST-exclusive cost of more than \$10,000,

(other than Intellectual Property rights) which is purchased, leased, hired, financed, created or otherwise brought into existence either wholly or in part with use of the Funds. For the purpose of this definition, 'cost' includes any cost directly attributable to obtaining the Asset in the condition necessary for use in the relevant Project;

"Audited Financial Acquitall" means a statement of receipts and expenditure as specified in clauses 9.11 to 9.13;

"Australian Accounting Standards" refers to the standards of that name, as amended from time to time, that are maintained by the Australian Accounting Standards Board referred to in section 227 of the *Australian Securities and Investments Commission Act 2001 (Cth)*;

"Australian Auditing Standards" refers to the standards of that name, as amended from time to time, that are made by the Auditing and Assurance Standards Board created by section 227A of the *Australian Securities and Investments Commission Act 2001 (Cth)*;

"Bank" means an authorised deposit-taking institution authorised to carry on banking business in Australia under the *Banking Act 1959 (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 Administering Institution, or another person nominated by the Administering Institution who is a qualified public accountant and member of one of the following organisations, CPA Australia, the Institute of Chartered Accountants, or the Institute of Public 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 Administering Institution for the purposes of this Agreement, or derived at any time from such material, other than as Research Material;

"Commonwealth Purposes" means the following:

- a. Cancer Australia verifying and assessing funding proposals, including an Application to the Scheme;
- b. Cancer Australia administering, Monitoring, reporting on, auditing, publicising and evaluating the Scheme;
- c. Cancer Australia preparing, managing, reporting on, auditing and evaluating agreements under the Scheme, including this Agreement;
- d. Cancer Australia monitoring, reporting on, auditing, publicising and evaluating projects funded under the Scheme;
- e. Cancer Australia developing and publishing policies, programs, guidelines and reports, including Cancer Australia annual reports;
- f. Cancer Australia providing information about the Scheme, an agreement under the Scheme or a project funded under the

Scheme, including to:

- i. a Minister of the Australian Government or the Commonwealth Parliament; or
- ii. the public, including through Cancer Australia's website;
- g. Cancer Australia disclosing information that Cancer Australia is authorised or required by law to disclose;
- h. any other Cancer Australia activity that gives effect to a function of the Minister, the CEO or Cancer Australia under the Act, and
- i. Cancer Australia disclosing information to another Commonwealth agency for its internal purposes where this serves the Commonwealth's legitimate interests;

but, in all cases:

- j. excludes the commercialisation (being for-profit use) of the Project Material by the Commonwealth; and
- k. excludes Cancer Australia disclosing any Confidential Information contained in an Application or a Report except as permitted under clause 26.

"Confidential Information" means any information which the Parties agree in writing is confidential and that is by its nature confidential;

"Conflict-of-Interest" means the Administering Institution, a Participating Institution or Personnel working on a Project engaging in any activity or obtaining any interest that would interfere with or restrict the Administering Institution, Participating Institution or Specified Personnel performing a Project fairly and independently;

"Direct Research Costs" means direct research costs as described in the NHMRC Direct Research Costs Guidelines;

"Eligible Institution" means, in respect of the Scheme, an organisation that meets all of the requirements specified in the NHMRC Administering Institutions Policy;

"Equipment" means the specific apparatus, instruments, machines, tools, implements, devices and, where relevant, specialised software, required for the conduct of the Project and identified in the Approved Budget for that Project;

"Existing Material" means, in respect of a Project, all Material that is in existence prior to the commencement date specified in the Schedule for that Project or otherwise created independently of a Project;

"Final Report" has the meaning given in clauses 9.17 and 9.18;

"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" or "Funding" 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 Administering Institution, under advice from Chief Investigator A to collaborating researchers or institutions;

"Funded Project Period" means, in respect of a Project, the time period set out in Item B of the Schedule for the performance of the Project as may be amended or extended under clause 4 of this Agreement;

"Funding Scheme" means the Priority-driven Collaborative Cancer Research Scheme administered by Cancer Australia;

"Funding Policy" means, in respect of the Priority-driven Collaborative Cancer Research Scheme, the guidelines, policies, rules, information and instructions to applicants for the Scheme that are issued by Cancer Australia, as amended by Cancer Australia from time to time and to the extent that they are not inconsistent with the terms of this Agreement;

"Government Related Entity" has the meaning applied A *New Tax System (Goods and Services Tax) Act 1999 (Cth)* as in force and amended from time to time;

"Grant Review Committee" means the panel convened by Cancer Australia to review applicant responses to the Additional Questions criteria in the second stage of assessment of applications to the Scheme;

"Incorporated Material" means, in respect of a Project, Existing Material that is incorporated in, supplied with (or as part of), or required to be supplied with (or as part of), the Project Material for that Project;

"Information Commissioner" means any of the information officers appointed under the *Australian Information Commissioner Act 2010 (Cth)* when exercising the privacy functions set out in section 9 of that Act or, if that Act is repealed, the Commonwealth officer exercising similar functions;

"Institutional Approvals" means any statement of compliance or ethics clearance that the Administering Institution or a Participating Institution is required to obtain under the NHMRC Approved Standards and Guidelines for the performance of a Project;

"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 but excludes Moral Rights and rights in relation to Confidential Information;

"Interest" (in clauses 7.13, 14.2 and 15.6) means interest calculated at an

interest rate equal to the 90 day bank-accepted bill rate (available from the Reserve Bank of Australia) less 10 basis points, on a daily compounding basis;

"Item" refers to an item specified in a Schedule;

"Material" means anything in relation to which Intellectual Property rights arise;

"Minister" means the Commonwealth Minister from time to time responsible for the administration of the Act, and includes a delegate of the Minister;

"Misconduct" includes research misconduct, as defined in the *Australian Code for the Responsible Conduct of Research*, and fraudulent conduct;

"Misconduct Policy" means the document entitled *NHMRC Policy on Misconduct related to NHMRC Funding* issued, and amended from time to time, by NHMRC;

"Misleading Information" includes, but is not limited to, information that:

- a. is false, including making a false claim in relation to a publication record (e.g. describing a paper as being 'in press' or 'accepted' if it has only been submitted);
- b. is based upon a fictitious track record, fabrication or falsification of data (even if published) or plagiarism;
- c. inflates funds obtained from other sources; and/or
- d. omits or fails to disclose relevant information;

"Monitoring" means activities conducted by or on behalf of Cancer Australia for the purpose of creating data over time about trends, compliance, effects and outcomes of the Scheme so that Funding is properly managed;

"Moral Rights" includes the following rights of an author of copyright Material:

- a. the right of attribution of authorship;
- b. the right of integrity of authorship; and
- c. the right not to have authorship falsely attributed;

"New Institution" means the Eligible Institution to which a Project and its Funding are transferred as agreed by the Administering Institution, that Eligible Institution and Cancer Australia and Funding Partners (if any) in accordance with clause 4.17;

"NHMRC" means the Commonwealth of Australia, as represented by and acting through the National Health and Medical Research Council established by section 5B of the *National Health and Medical Research Council Act 1992*;

"NHMRC Approved Standards and Guidelines" are those listed as such on the NHMRC website and include, but are not limited to, the:

- a. Australian Code for the Responsible Conduct of Research (2007);

- b. Australian code for the care and use of animals for scientific purposes 8th edition (2013);
- c. National Statement on Ethical Conduct in Human Research (2007 – updated May 2015);
- d. Guidelines Approved under Section 95A of the Privacy Act 1988 (2014);
- e. Guidelines under Section 95 of the Privacy Act 1988 (2014);
- f. National Principles of Intellectual Property Management for Publicly Funded Research ;
- g. Policy on the Care and Use of Non-Human Primates for Scientific Purposes (2003);
- h. Values and Ethics: Guidelines for Ethical Conduct in Aboriginal and Torres Strait Islander Health Research (2003); and
- i. Ethical Guidelines on the Use of Assisted Reproductive Technology in Clinical Practice and Research (2007);
- j. Principles for accessing and using publicly funded data for health research (2016)

as may be introduced, amended or replaced from time to time by NHMRC;

"NHMRC Direct Research Costs Guidelines" means the guidelines of that name, which are published by NHMRC on its website and which describe direct research costs;

"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;

"Participating Institution" means, in respect of a Project, an organisation that contributes to the Project in accordance with its Formal Agreement with, and under the leadership of, the Administering Institution and; where the context permits, includes its employees, advisers, officers, agents and contractor staff;

"Party" means the party to this Agreement;

"Personal Information" has the same meaning as it has in section 6 of the *Privacy Act 1988 (Cth)*;

"Personnel" means a Party's officers, employees, advisers, contractor staff and agents and, in relation to the Administering Institution, includes any individuals involved in the management or performance of a Project including the Specified Personnel;

"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;

"Probity Event" means any event or occurrence which:

- a. has a material adverse effect on the integrity, character or honesty of the Administering Institution, a Participating Institution or Personnel involved in a Project; or
- b. relates to the Administering Institution, a Participating Institution or Personnel involved in a Project and has a material adverse effect on the public interest or public confidence in the Administering Institution, Participating Institution or Project;

"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 in relation to a Project, the Application, Summary and all of the Reports regarding that Research Activity;

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

"Progress Report" is defined in clause 9;

"Reports" means the reports referred to in clause 9;

"Responsible Officer" means the officer appointed by the Administering Institution for the purposes of the administration of the Funds;

"Research Misconduct" has the same meaning as in the *Australian Code for the Responsible Conduct of Research (2007)*;

"Rules for Applicants" means the documents prepared by Cancer Australia for each round of the Scheme and which details the application and assessment processes for the Scheme;

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

"Scheme" means the Priority-driven Collaborative Cancer Research Scheme administered by Cancer Australia;

"Specified Person" or "Specified Personnel" means in respect of a Project, the Chief Investigator(s) and Associate Investigators(s) Fellow(s), Scholar(s), and any other individual specified in Item I of the Schedule, as a person who is 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” in relation to the doing of any action in a place, any day other than a Saturday, Sunday, public holiday in that place or any other day on which Cancer Australia is closed for business to the public.

2. Interpretation

2.1 In this Agreement, unless the contrary intention appears:

- a. words in the singular number include the plural and words in the plural number include the singular;
- b. words importing a gender include any other gender;
- c. words importing persons include a partnership and a body whether corporate or otherwise;
- d. clause headings and words capitalised or in bold or italic format are inserted for convenience only, and have no effect in limiting or extending the language of provisions;
- e. all references to clauses are to clauses in this Agreement, and all references to items are references to items in the Schedule to this Agreement;
- f. all references to dollars are to Australian dollars and this Agreement uses Australian currency;
- g. reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation of the Commonwealth and, if it has been or is amended, replaced or supplemented, is a reference to that statute or other legislation as amended, replaced or supplemented;
- h. where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning; and
- i. to the extent that a clause in this Agreement requires a Project Funded under the Scheme to be conducted in accordance with the Application for that Project, that clause does not require the Administering Institution to comply with the Approved Budget for that Project.

2.2 The Parties intend and agree that each Schedule that they execute after the date they sign this Agreement is to be incorporated into, and form part of, this Agreement on and from the date that Cancer Australia signs that Schedule. The Parties may execute a separate Schedule for each Project under which Cancer Australia and Funding Partners (if any) provides Funding to the Administering Institution. If Cancer Australia and Funding Partners (if any) agrees to provide funds for a new research project under this Scheme:

- a. the Parties may execute a new Schedule that sets out, or refers to another Schedule that set outs, that project; or

- b. the Parties may execute a new Schedule for the Scheme, in which case that new Schedule will replace any earlier Schedule that was executed in respect of the Scheme.
- 2.3 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.
- 2.4 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.
- 2.5 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.
- 2.6 Any 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.
- 2.7 This Agreement is subject to the Act. To the extent of any inconsistency between this Agreement and the Act, the Act prevails.
- 2.8 The laws of the Australian Capital Territory apply to this Agreement.
- 2.9 This Agreement constitutes the entire agreement between the Parties in relation to its subject matter and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the Parties with respect to the subject matter of this Agreement.
- 2.10. If a requirement specified in the following list conflicts with any other requirement specified in the list, then the requirement that is specified earlier in the list shall take precedence in the event of any inconsistency between the two:
 - a. a clause of this Agreement;
 - b. an Item in a Schedule;
 - c. a statement in the Administering Institutions Policy;
 - d. a statement in the NHMRC Approved Standards and Guidelines;
 - e. a statement in the Funding Policy for the Scheme; and
 - f. a statement in the NHMRC's Breaches and Sanctions Policy.

3. Term

- 3.1. This Agreement commences on the date it is executed by the Parties and continues until it is terminated.

4. Performance of the Agreement and Project

- 4.1. The Administering Institution must fully comply, at all times during the term of this Agreement, with the NHMRC Administering Institutions Policy as may be amended from time to time by NHMRC.
- 4.2. The Administering Institution must ensure that each Project is carried out in an ethical, responsible, diligent and competent manner, and in accordance

with this Agreement, the Administering Institutions Policy, objectives of the Scheme as set out in the recitals to this Agreement, any Funding Conditions that apply to the Project and all applicable NHMRC Approved Standards and Rules of the Scheme (including obtaining, maintaining and complying with any Institutional Approvals).

- 4.3. The Administering Institution must also ensure that each Project is conducted in accordance with the Application for that Project, subject to any revisions to the Application approved or required by Cancer Australia, the objectives for the Project specified in the Application identified at Item C, and the activities specified in the Application identified at Item C.
- 4.4. The Administering Institution must 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 Scheme and notify Cancer Australia of any expected or actual delay or suspension (over six (6) months) in the progress of the Project.
- 4.5. Where the Administering Institution consists of more than one person, those persons agree to be jointly and severally bound by the terms of this Agreement.
- 4.6. The Administering Institution shall ensure that each Project is performed within the Funded Project Period for that Project. The Funded Project Period for any Project may not be varied by Cancer Australia without it giving reasonable advance written notice to the Administering Institution.
- 4.7. For each Project, the Administering Institution must ensure:
 - a. the provision of the assistance, resources, facilities and services specified in the Application or necessary for the efficient conduct of the Project including:
 - i. accommodation (e.g. a laboratory and office that is suitably equipped and furnished for the Project);
 - ii. access to a basic library collection, standard reference materials and funding for abstracting services;
 - iii. provision of computers, including laptops, and basic computing facilities such as printers, word processing and other standard software; and
 - iv. use of photocopiers, telephones, mail, fax, email and internet services;

and

- b. in addition to meeting all Direct Research Costs for the Project, that all other expenses are met as required to support the Project (including, but not limited to, administration, insurance, rent, taxes, repairs, salaries, communications and utility charges that relate to

the Administering Institution's or a Participating Institution's business as a whole but are not Direct Research Costs).

- 4.8. The Administering Institution represents and warrants that it will ensure that there are security policy and procedures in place to:
- a. prevent unauthorised access to all locations at which any part of a Project is conducted;
 - b. protect all information technology hardware and software associated with a Project; and
 - c. prevent unauthorised access to documents and data (including research information and experiment details) pertaining to a Project.

Commencement

- 4.9. The Administering Institution must ensure that a Project commences no later than the commencement date specified in the Schedule for that Project unless Cancer Australia has given its written approval to a deferral of that commencement date under clause 4.9.

Deferment

- 4.10. If an Administering Institution on behalf of a Chief Investigator or Chief Investigator A wishes to defer a commencement of a project beyond the commencement date specified in the Schedule for the Project, or the commencement date previously agreed in writing by Cancer Australia under this clause 4.9, the Administering Institution's Research Administration Officer or Chief Investigator A must submit a written request to Cancer Australia, prior to the existing commencement date for that Funded Project Period, explaining the special circumstances requiring the extension. Cancer Australia and Funding Partners (if any) may approve or reject a deferral request.

Extensions

- 4.11. If an Administering Institution on behalf of a Chief Investigator or Chief Investigator A wishes to extend a Project's Funded Project Period, the Administering Institution's Research Administration Officer or Chief Investigator A must submit a written request to Cancer Australia, a minimum of six (6) weeks prior to the existing completion date for that Funded Project Period, explaining the special circumstances requiring the extension. Cancer Australia and Funding Partners (if any) may approve or reject an extension request.
- 4.12. If the funded project aims and planned specific project activities outlined in the Schedule are not completed by the end of the Project's Funded Project Period, Cancer Australia and/or its Funding Partners may require the Administering Institution and Chief Investigator A to extend the Funded Project Period to allow completion of the Project Aims and planned specific project activities. Cancer Australia and Funding Partners will not award additional funding of an extension if an extension of the Funded Project Period is required.

Personnel

- 4.13. Unless the Chief Investigator (A) for a Research Activity is an employee of the Administering Institution or a Participating Institution, the Administering Institution must enter into a legally enforceable written agreement with the Chief Investigator (A) in respect of the conduct of the Research Activity and the expenditure of the Funds for the Research Activity which requires the Chief Investigator (A) to act in a manner that is consistent with, and enables the Administering Institution to give effect to, all of the Administering Institution's obligations under this Agreement.
- 4.14. The Administering Institution must ensure that the Specified Personnel for a Project perform the Project in accordance with the Application and this Agreement.
- 4.15. Where a Specified Person is unable to perform, or to continue to perform, all or part of a Project, Cancer Australia may request the Administering Institution arrange for a replacement Specified Person who is acceptable to Cancer Australia, to perform all or part of the Project at no additional cost to Cancer Australia and Funding Partners (if any) and the Administering Institution must promptly comply with any such request. If Cancer Australia does not consider a Project viable without the contribution of a particular Specified Personnel who ceases to perform all or part of a Project, Cancer Australia may take action under clause 15.
- 4.16. The Administering Institution must ensure that Personnel who are employed full-time on a Project, and in respect of whom a Salary Support Package is provided for that Project, do not accept any remuneration from any source other than the Administering Institution or a Participating Institution in respect of the Personnel's work on the Project without the prior agreement of Cancer Australia or unless otherwise permitted under the Scheme's Funding Policy. In this clause 4.16 'remuneration' excludes income generated from the exploitation of Intellectual Property rights in the Project's Existing Material.
- 4.17. In respect of Personnel:
- a. the provision of salaries, recreation leave, sick leave and other conditions of employment for those Personnel shall be determined by the Administering Institution or a Participating Institution; and
 - b. the provision of all salaries and related costs and expenses remains the responsibility of the Administering Institution or a Participating Institution.

Transfers

- 4.18. The Parties acknowledge that a Chief Investigator (A) for a Project that is Funded under this Scheme may, at any time, make a Transfer Application to his or her Administering Institution for the transfer of the conduct of that Project, and the Funding for that Research Project, to another Eligible Institution.
- 4.19. The Administering Institution must do all things necessary and complete and

sign all necessary documents to facilitate the making of a Transfer Application by a Specified Person referred to in clause 4.15. The Administering Institution will notify Cancer Australia of its receipt of a Transfer Application from a Specified Person. The Administering Institution may make its own submissions to Cancer Australia in relation to a Transfer Application.

4.20. Funding for a Project that is the subject of a Transfer Application will only be transferred from the Administering Institution to another Eligible Institution if Cancer Australia and Funding Partners (if any), the Administering Institution and the Eligible Institution each agree in writing to the Transfer Application, in which case:

- a. the Eligible Institution will become the New Administering Institution;
- b. Cancer Australia and Funding Partners (if any) will cease or reduce the Funding for that Project to the Administering Institution by such an amount as Cancer Australia, in its absolute discretion, thinks appropriate as a result of the Transfer Application;
- c. the Schedule for the Project will be amended by Cancer Australia to reflect the transfer of the Research Activity, and its remaining Funding, from the Administering Institution to the New Administering Institution in accordance with clause 17.2; and
- d. the Administering Institution:
 - i. must do all things necessary and complete and sign all necessary documents, including the Transfer Acquittal Statement to give effect to the Transfer Application (including providing the New Administering Institution with access to the Assets, records, Material and Intellectual Property rights necessary to enable the Project to be undertaken at the New Administering Institution and assisting the New Administration Institution enter into agreements with the Participating Institutions that are working on that Project that meet the requirements specified in the New Administering Institution's funding agreement with the Cancer Australia);
 - ii. must transfer to the New Administering Institution any Funds the Administering Institution has received in respect of the Project and has not spent or committed for the Project in accordance with this Agreement up to the date of the transfer; and
 - iii. remains responsible for the Funds it spent and committed for the Project prior to the date of the transfer.

4.21. Cancer Australia and Funding Partners (if any) shall not be liable to pay any costs or compensation to the Administering Institution resulting from any action it takes in relation to a Transfer Application.

5. Formal Agreements with Participating Institutions and other third party agreements

- 5.1. Notwithstanding that the Administering Institution may have subcontracted some or all of its obligations under this Agreement (including to its Participating Institutions), the Administering Institution remains responsible to Cancer Australia for the performance of this Agreement (including the performance of the Project and the administration of the Funds) and is required to do all things incidental or reasonably necessary to give effect to this Agreement.
- 5.2. The Administering Institution must enter into a Formal Agreement with each Participating Institution that is performing any part of the Administering Institution's Project.
- 5.3. The Administering Institution acknowledges that it has an on-going obligation to monitor and report on each Participating Institution's adherence to the terms of its Formal Agreement with the Administering Institution.
- 5.4. Cancer Australia is under no obligation to assist with, participate in or facilitate any arrangements that the Administering Institution makes with a Participating Institution or any other third party in relation to a Project. The Administering Institution must not:
 - a. allow a Participating Institution to commence performing any part of a Project; nor
 - b. provide Funding to that Participating Institution for that Project, until the Administering Institution has entered into a Formal Agreement with that Participating Institution for that Project. The Administering Institution must retain a copy of each Formal Agreement it makes with a Participating Institution (and any other agreement it makes with a third party) in relation to its Project and make them available to Cancer Australia as and when required.
- 5.5. Subject to clause 5.7, each Formal Agreement that the Administering Institution has with a Participating Institution must require the Participating Institution to act in a manner that is consistent with, and enables the Administering Institution to give effect to, all of the Administering Institution's obligations under this Agreement. Without limiting the breadth of this clause 5.5, each Formal Agreement must:
 - a. specify the Funding to be provided by the Administering Institution to the Participating Institution for the Project as well as the role of, and any financial or in-kind contribution to be provided by, the Participating Institution for the Project;
 - b. outline the part of the Project to be undertaken by the Participating Institution;
 - c. outline each of the Administering Institution's and Participating Institution's responsibilities for the payment of salaries and any Stipends for the Specified Personnel for that Project;

- d. outline the respective roles and responsibilities of Personnel from the Administering Institution and the Participating Institution to ensure sound research governance, including notification of Misconduct in accordance with the NHMRC's misconduct policy and notification and management of breaches of the *Australian Code for the Responsible Conduct of Research (2007)*;
 - e. require the Participating Institution to deal with the Funds it receives from the Administering Institution in the same way as the Administering Institution is required to deal with the Funding under clause 7 of this Agreement (except that the Participating Institution is required to provide information to, and seek approval from, the Administering Institution rather than Cancer Australia);
 - f. require the Participating Institution to repay to the Administering Institution any Funds provided by the Administering Institution to the Participating Institution for a Project that the Participating Institution has not spent on the Project in accordance with its Formal Agreement;
 - g. require the Participating Institution to provide the Administering Institution with the information that the Administering Institution requires to provide the Reports required under clause 9 of this Agreement in relation to the Project;
 - h. require the Participating Institution to provide the Commonwealth with the access specified in clause 11 of this Agreement;
 - i. describe the Intellectual Property arrangements between the Administering Institution and the Participating Institution that will apply to the outcome or results generated by the Project. Such arrangements must comply with the National Principles of Intellectual Property Management for Publicly Funded Research (2013) and in a manner that is consistent with, and gives effect to, clause 12 of this Agreement;
 - j. require the Participating Institution to cooperate with the Administering Institution in relation to any allegations of Research Misconduct;
 - k. require the Participating Institution to use the Cancer Australia and Funding Partner (if any) logo and acknowledge the Funding consistently with the requirements in clause 20;
 - l. provide that if this Agreement is terminated or reduced in scope, the Formal Agreement will be similarly terminated or reduced in scope.
- 5.6. The Administering Institution must advise Cancer Australia if a Formal Agreement between the Administering Institution and a Participating Institution is terminated, suspended or expires.
- 5.7. Where a Participating Institution:
- a. is not incorporated or established in Australia;
 - b. will perform its part of a Project solely in a country other than

Australia; and

- c. will not receive any Funds for its performance of part of the Project, the Administering Institution need not comply with clause 5.5 in respect of the Participating Institution's involvement in that Project provided that the Formal Agreement between the Administering Institution and the Participating Institution:
- d. outlines the part of the Project that is to be undertaken by the Participating Institution;
- e. states that no Funding will be paid to the Participating Institution for its performance of that Project; and
- f. requires the Participating Institution to comply with either:
 - i. the NHMRC Approved Standards and Guidelines; or
 - ii. other research policies, standards and guidelines that apply in the country in which the Participating Institution is performing its part of the Project and which are acceptable to NHMRC and Cancer Australia.

6. Payment of Funds

- 6.1. Subject to Parliamentary appropriation and to the provisions of this Agreement, Cancer Australia agrees to pay its proportion of the Funds to the Administering Institution 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.
- 6.2. 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.
- 6.3. 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 Institution because of Project surpluses or underspends.
- 6.4. Without limiting its rights, Cancer Australia may at its discretion defer, reduce or not make a payment of Funds until the Administering Institution has performed all of its obligations that are required to be performed up to the date of that payment under this Agreement.
- 6.5. The Administering 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 Administering Institution for its use in relation to the Project up to the date of the next invoice.
- 6.6. Unless otherwise specified in Item E, payment of the Funds will be according to the payment schedule set out in Item E.
- 6.7. 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.

- 6.8. The Funds are made available for a particular Project and are not transferable between Projects.
- 6.9. Payment of the Funds will commence upon signing of this Agreement and upon submission of invoices in the manner specified in Item E. It is a requirement of funding that Administering Institutional Approvals required for the Project have been obtained by the Administering Institution. Satisfactory evidence of Administering 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 Administering Institutional Approvals. Where any Institutional Approvals necessary for the research are withdrawn or not renewed during the Period of Funding, the Administering 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.
- 6.10. The Chief Investigator A's Administering 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.
- 6.11. 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 Administering Institution must notify Cancer Australia as soon as possible after becoming aware of the delay or expected delay. The Administering 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.
- 6.12. 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.

- 6.13. The Administering Institution must inform Cancer Australia in writing within 10 Working Days of entering into any arrangement (whether contractual or statutory) under which the Administering Institution is entitled to receive any

Other Contributions related to the identified research project not identified in Item E of the Schedule.

- 6.14. 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 Administering Institution because of Project is in surplus or underspent or where the Administering Institution has received Other Contributions.

7. Use of and Accountability for Funds

- 7.1. The Institution shall use the Funds only for the purpose of performing the relevant Project in accordance with the Approved Budget as specified in Item D.
- 7.2. Funds provided for a Project under the Scheme may only be spent on the Project's Direct Research Costs (as agreed by the Administering Institution and the Project's Chief Investigator (A)). However, those Direct Research Costs may differ from those specified in the Approved Budget for that Project. The Administering Institution shall deposit all Funds into a bank account controlled solely by the Administering Institution unless it is prohibited from doing so by legislation or government regulation.
- 7.3. The Administering Institution must account for the Funds provided for each Project, and maintain up-to-date and accurate accounts and records for each Project, in accordance with applicable Australian Accounting Standards, and use any apportioned interest earned on the Funds only for the purposes of the Project.
- 7.4. The Institution shall not use the Funds for the purposes of expenditure on any Administrative Costs associated with the Projects.
- 7.5. The Institution shall only use the Funds during the Funded Project Period.
- 7.6. As and when requested by:
- a. Cancer Australia;
 - b. the Chief Investigator (A) for a Project funded under the Scheme,
- the Administering Institution must arrange for its and its Participating Institution's records for that Project to be made available to the requesting person.
- 7.7. The Administering Institution must identify any overpayment of Funds that it receives under this Agreement and must notify Cancer Australia of that overpayment within 20 Working Days of identifying the overpayment. Cancer Australia may recover the amount of any overpayment from the Administering Institution in accordance with clause 15.
- 7.8. The Administering Institution must advise Cancer Australia in a timely manner of any Other Contributions (including any other Commonwealth financial or in-kind assistance) that will be provided for a Project.
- 7.9. Cancer Australia may recover from the Administering Institution (under clause

- 15) any part of the Funding that has been provided for a particular purpose where Cancer Australia considers that the Administering Institution or Participating Institution is also receiving other Commonwealth assistance for that purpose.
- 7.10. The Administering Institution is responsible for monitoring the expenditure of Funds. If at any time, a Responsible Officer for the Administering Institution considers that Funds provided for a Project are not being spent for the purpose of the Project Research by the Administering Institution in accordance with this Agreement (or by a Participating Institution in accordance with its Formal Agreement), the Administering Institution must inform Cancer Australia immediately and, unless Cancer Australia directs otherwise, take all action necessary to cease or minimise further expenditure in relation to that Project.
- 7.11. Any Funds that have not been spent or legally committed for the Project by the Administering Institution in accordance with this Agreement (and, where the Funds for that Project have been provided to a Participating Institution, that Participating Institution in accordance with its Formal Agreement) as at the completion of the Funded Project Period must, at Cancer Australia's discretion, either be:
- a. repaid to Cancer Australia and Funding Partner (if any) within 20 Working Days after the date of a Cancer Australia notice requiring the Administering Institution to repay those Funds; or
 - b. off-set by Cancer Australia and Funding Partner (if any) against one or more further payments of Funds under this Agreement.
- 7.12. If Funds that are required to be repaid under clause 7.11 are not repaid by the Administering Institution within the timeframe specified in that clause, Interest will accrue on the outstanding amount until it is repaid in full to Cancer Australia. The Administering Institution agrees that any such Interest represents a reasonable pre-estimate of loss incurred by Cancer Australia and Funding Partners (if any). Any amount that is not repaid in accordance with clause 7.11 may, at the absolute discretion of Cancer Australia, be recovered as a debt due to Cancer Australia and Funding Partners (if any) without further proof of the debt being necessary.
- 7.13. Any expenditure incurred in respect of a Project that exceeds the amount of Funding approved for that Project is the responsibility of the Administering Institution. Cancer Australia and Funding Partners (if any) will not pay or reimburse any such excess costs under any circumstances.
- 7.14. The Administering Institution must ensure that any Other Contributions that are referred to in the Schedule for a Project are provided or received as specified in the Application for that Project (and, if additional Other Contributions details are set out in the Schedule, the Schedule).

8. Record Keeping

- 8.1. The Administering Institution must ensure that the appropriate Specified Personnel establish and maintain full and accurate records of the conduct of the Project including, the creation and disposal of Intellectual Property rights

and Assets and the use and management of the Funds provided for the Project.

- 8.2. Records maintained in accordance with this clause 8 must include such information as is necessary to ensure the completion, and any future transfer of, the Project.
- 8.3. The records for a Project referred to in the clause 8 must be retained for a period of no less than five (5) years after the end of the Funded Project Period.

9. Reports

- 9.1. The Administering Institution must submit the Reports specified in this clause 9 in respect of the Project in the manner, by the dates and containing the information specified in this clause 9 and in the form required by Cancer Australia.
- 9.2. Each Report must be prepared by the Personnel specified in this Agreement or, if no such Personnel is so specified, the Personnel so specified in the relevant Reporting template provided by Cancer Australia.

Financial Reports

Annual Financial Statements

- 9.3. The Administering Institution shall, 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 Statement on each Project, relating to the previous calendar year.
- 9.4. The Annual Financial Statement for a Project must be in the form stipulated by Cancer Australia, and show the Administering Institution's and its Participating Institution's receipt and expenditure of all of the Funding received during the previous calendar year for the Project.
- 9.5. The Administering Institution's Chief Financial Officer (or his or her authorised delegate) must certify in the Annual Financial Statement that it has been prepared using accounts and records that were properly maintained in accordance with applicable Australian Accounting Standards.
- 9.6. The Administering Institution's Responsible Officer (or his or her authorised delegate) must certify in the Annual Financial Statement for a Project that all Funds provided for that Project have been used for that Project in accordance with the terms of this Agreement.

Carry Over of Unspent Funds

- 9.7. Provided that the calendar year that is the subject of an Annual Financial Statement (Previous Year) is not the final year of the Project, the Administering Institution may carry over to the immediately following calendar year unspent Funds that were available for that Project in the Previous Year. The amount of unspent Funds that is being carried over from the Previous Year under this

clause 9.7 must be specified in the Annual Financial Statement for the Previous Year.

Transfer Acquittal Statements

- 9.8. The Administering Institution must provide Cancer Australia with a transfer acquittal statement (Transfer Acquittal Statement) in a form stipulated by Cancer Australia within 20 Working Days after Cancer Australia approves (and the Administering Institution and New Administering Institution agree to) the transfer of a Project to a New Administering Institution. The Transfer Acquittal Statement must state the amount of Funds received and spent or committed for that Project by the Administering Institution in accordance with the Agreement up to the effective date of the transfer.
- 9.9. The Administering Institution's Chief Financial Officer (or his or her authorised delegate) must certify in the Transfer Acquittal Statement that it has been prepared using accounts and records that were properly maintained in accordance with applicable Australian Accounting Standards.
- 9.10. The Administering Institution's Responsible Officer (or his or her authorised delegate) must certify in the Transfer Acquittal Statement that all Funds provided to the Administering Institution for that Project have been used for the Project, or transferred to the New Administering Institution for that Project, in accordance with the terms of this Agreement.

Audited Financial Acquittal

- 9.11. The Administering Institution shall, within three (3) months after the completion of a Project's Funded Project Period, and at any other time reasonably requested by Cancer Australia, provide an audited acquittal statement (Audited Financial Acquittal), for all of the Funding received by the Administering Institution for that Project. The Audited Financial Acquittal must show the income and expenditure in respect of the Funds and any Other Contributions received in respect of the Project for each calendar year of its Funded Project Period and include:
 - a. The Administering Institution's receipt and expenditure of the Funds provided for that Project; and
 - b. each of its Participating Institution's receipt and expenditure of the Funds for that.
- 9.12. Subject to clause 9.16, an Audited Financial Acquittal must:
 - a. use a financial statement that is prepared by the Administering Institution's Chief Financial Officer or other qualified accountant in accordance with applicable Australian Accounting Standards; and
 - b. be audited in accordance with Australian Auditing Standards by an Approved Auditor.
- 9.13. The Audited Financial Acquittal must be audited by an independent auditor unless Cancer Australia consents, at its absolute discretion and prior to the due date for the Audited Financial Acquittal, to the Administering Institution's internal auditor, who must be registered as a company auditor under the

Corporations Act 2001 (Cth) or an appropriately qualified member of the Institute of Chartered Accountants in Australia, the Institute of Public Accountants or of CPA Australia, preparing the Audited Financial Acquittal. If Cancer Australia so consents, the Administering Institution must ensure that:

- a. its internal auditor submits the Audited Financial Acquittal directly to Cancer Australia and certifies that this has occurred; and
- b. its internal auditor receives instructions directly from Cancer Australia on the conduct and scope of the audit.

- 9.14. The Administering Institution is required to include any interest it earned on the Funding in the 2017 or a later calendar year in any report it provides to Cancer Australia under this Agreement.

Non-Financial Reports

Progress Reports

- 9.15. Unless otherwise approved in writing by Cancer Australia, the Administering Institution must ensure that an annual progress report (Progress Report) is submitted in respect of the Project by the date(s) specified in the Schedule to this Agreement. The Progress Report must be in the form required by Cancer Australia, and detail progress of the performance of the Project relating to the previous 12 months.
- 9.16. If Cancer Australia is not satisfied with the completeness or accuracy of the information supplied in a Progress Report, or the Administering Institution fails to provide a Progress Report as and when required under this Agreement, Cancer Australia will provide reasons for the rejection and may require the Administering Institution to submit a more detailed, complete and accurate Progress Report within a timeframe specified by Cancer Australia and may withhold, in accordance with clause 15, any further payment of Funds until that report is provided and accepted by Cancer Australia. If the Administering Institution fails to provide the required complete and accurate Progress Report by the date specified by Cancer Australia, Cancer Australia may exercise any of its rights under clause 15.

Final Reports

- 9.17. The Administering Institution shall within the timeframe and in the format specified, provide Cancer Australia with a final report (Final Report) in respect of that Project in the form and containing the information specified by Cancer Australia.
- 9.18. If a Final Report for a Project is considered by Cancer Australia to be inadequate, Cancer Australia will provide reasons for the rejection and may seek further information (including a more detailed, complete and accurate Final Report) about the Project from the Specified Personnel who worked on that Project. If Cancer Australia requires the Administering Institution to provide a more detailed, complete and accurate Final Report by the date specified by Cancer Australia and the Administering Institution fails to do so, Cancer Australia may exercise any of its rights under clause 15.

Progress Reports and a Register of Cancer Research

- 9.19 The Administering Institution agrees that the Project title, Project abstract, Project synopsis, 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 Administering Institution, be included in any Annual Report given by Cancer Australia and/or its Funding Partners, pursuant to section 37 of the Act, and each Funding Partner (if any).
- 9.20 The Administering Institution agrees that information relating to the Project, and any other details relevant to qualifications or expertise, of the investigators be included on a website Register of Cancer Research.
- 9.21 The Administering Institution represents and warrants to Cancer Australia that either:
- a. The Administering 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 9.19 and 9.20; or
 - b. The Administering Institution:
 - i. has informed the Chief Investigator that the personal and Project information referred to in clauses 9.19 and 9.20, 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 9.19 and 9.20, may be included in any Annual Report and Research Register.

10. Provision of information and evaluation

- 10.1. In addition to any other requirement in this agreement, the Administering Institution must:
- a. provide information to Cancer Australia, as Cancer Australia reasonably requires, and agrees it may be used for Commonwealth Purposes;
 - b. comply with all reasonable requests, directions, or Monitoring requirements issued by Cancer Australia; and
 - c. co-operate with and assist Cancer Australia in any review or other evaluation that Cancer Australia undertakes of the Projects supported in the Scheme or the Funds awarded through the Scheme.
- 10.2. The Administering Institution agrees that Cancer Australia may conduct an evaluation of the outcome of a Project and shall provide Cancer Australia with any information relating to the Project as Cancer Australia may

reasonably require for the evaluation.

11. Access to premises and documents

- 11.1 The Administering Institution must, at all reasonable times, ensure that Cancer Australia or any person authorised in writing by Cancer Australia (including the Auditor-General and the Information Commissioner) has:
- a. access to:
 - i. the Administering Institution's and its Participating Institutions' employees, including but not limited to the Specified Personnel and any other Personnel working on a Project;
 - ii. premises occupied by the Administering Institution, a Participating Institution and any other premises at which any part of a Project is being conducted;
 - iii. information (including records and accounts) relevant to the Project and the Funds; and
 - iv. Assets, Project Material and Incorporated Material; and
 - b. reasonable assistance to:
 - i. inspect the performance of any or all Projects;
 - ii. locate and inspect information (including records, accounts, Project Material and Incorporated Material) relating to any Project or the Funds, the Administering Institution's compliance with this Agreement or a Participating Institution's compliance with its Formal Agreement; and
 - iii. make copies of any such information and remove those copies and use them for any purpose connected with this Agreement (including to confirm information contained in a Report, evaluate a Project or audit expenditure of the Funds).

For clarity, this clause 11.1 does not require the Administering Institution to disclose, or require a Participating Institution to disclose, information of a third party (other than the Administering Institution or the Participating Institution) that is by its nature the Confidential Information of that third party.

- 11.2. The access rights in clause 11.1 are subject to:
- a. the provision of any reasonable prior notice required by the Administering Institution (which must not exceed 5 Working Days); and
 - b. the Administering Institution's and/or a Participating Institution's reasonable security procedures.
- 11.3. If a matter is being investigated which, in the opinion of the CEO of Cancer Australia, or any person authorised in writing by the CEO of Cancer Australia, the Administering Institution or Participating Institution may be involved in an actual or suspected breach of the law in performance of the Project, clause 11.2 will not apply.

- 11.4. Nothing in clauses 11.1 to 11.3 inclusive affects the obligation of each Party to continue to perform its obligations under this Agreement unless otherwise agreed between them.

12. Intellectual Property

Intellectual Property policy

- 12.1. The Administering Institution must adhere to an Intellectual Property policy, approved by the Administering Institution's governing body, which has as one of its aims the maximisation of benefits arising from research.
- 12.2. The Administering Institution's Intellectual Property policy referred to in clause 12.1 must comply with the '*National Principles of Intellectual Property Management for Publicly Funded Research*' (available on the NHMRC website) as amended from time to time.

Commonwealth Material

- 12.3. Ownership of all Commonwealth Material, including Intellectual Property rights in that Material and the Cancer Australia logo referred to in clause 20, remains vested at all times in the Commonwealth. The Commonwealth's ownership of Commonwealth Material is not affected in any way by Cancer Australia consenting to the Administering Institution, Participating Institution or a Specified Personnel using Commonwealth Material under this clause 12.3 or clause 20. However, the Commonwealth grants the Administering Institution a licence to use, copy, reproduce, communicate and sub-licence that Material only for the purposes of this Agreement and in accordance with any conditions or restrictions the Commonwealth may notify to the Administering Institution including those specified in clause 20 in respect of the Cancer Australia logo.

Ownership of Material

- 12.4. Cancer Australia makes no claim on the ownership of:
- a. Intellectual Property brought into being as a result of the Project (including the Project Material); or
 - b. Existing Material (including the Incorporated Material).

Cancer Australia licence to use Project Material and Incorporated Material

- 12.5. The Administering Institution grants to Cancer Australia and/or Funding Partners (if any), or must procure for Cancer Australia and/or Funding Partners (if any), a permanent, irrevocable, free, world-wide, non-exclusive licence (including a right of sublicense) to use, reproduce, communicate, modify and adapt the Project Material and Incorporated Material (including any copyright in the Project Material and Incorporated Material) for the Commonwealth Purposes.

Moral Rights

12.6. In clause 12.7, 'Specified Acts' means any of the following classes or types of acts or omissions by the Commonwealth or its licensees for the Commonwealth Purposes:

- a. using, reproducing, communicating, modifying or adapting all or any part of the Project Material or Incorporated Material, with or without attribution of authorship;
- b. supplementing the Project Material or Incorporated Material with any other material;
- c. using the Project Material or Incorporated Material in a different context to that originally envisaged;

but does not include false attribution of authorship.

12.7. The Administering Institution agrees to:

- a. use its best endeavours to obtain from each author of any Project Material or Incorporated Material a written consent to the Specified Acts (whether occurring before or after the consent is given) which extends to the performance of the Specified Acts by Cancer Australia or any person claiming under or through Cancer Australia; and
- b. upon request, provide the executed original of each such consent to Cancer Australia.

If, despite its best endeavours, the Administering Institution is unable to obtain a consent referred to in clause 12.7.a, it must notify the Commonwealth as soon as the Administering Institution becomes aware of that inability.

12.8. Clauses 12.4 to 12.7 do not apply to any Commonwealth Material incorporated into the Project Material.

Provision of access to data and publications

12.9. If required by a Cancer Australia policy about the dissemination of research findings, the Administering Institution must deposit any publication resulting from a Project, and its related data, in an appropriate subject and/or open access repository (such as the Australian Consortium for Social and Political Research Inc. archive or databases listed under the National Centre for Biotechnology Information) in accordance with the timeframe and other requirements set out in that policy.

12.10. Any research outputs from a Project that have been, or will be, deposited in such a repository by the due date for the Final Report for that Project must be identified in that Final Report.

13. Assets (including equipment and animals)

13.1. An Asset purchased, leased or created with Funds provided for a Project must be used for that Project. The Administering Institution must ensure such use is

subject to the control and supervision of the Specified Personnel working on that Project and that the first priority for that Asset's use is the Project.

- 13.2. The ownership of any Asset purchased or created wholly or partly with the Funding shall be vested in the Administering Institution, located at its or a Participating Institution's premises and listed in the Administering Institution's assets register except to the extent:
- a. the Application specifies, or the relevant Schedule requires, otherwise or Cancer Australia otherwise agrees;
 - b. the Project or this Agreement is terminated, in which case Cancer Australia may, by notice in writing and at its absolute discretion, require the Administering Institution to:
 - i. if the Asset is purchased or created solely with the Funds, transfer the Asset to Cancer Australia and/or Funding Partners (if any) or other person specified in the notice; or
 - ii. sell the Asset for the best price reasonably available and pay to Cancer Australia and/or Funding Partners (if any) the proportion of the sale proceeds (minus reasonable sale costs) that reflects the proportion of the Asset's cost that was met by the Funds; or
 - c. the Asset is required to be transferred to a New Institution in accordance with clause 4.18. If the New Institution does not require the Asset, Cancer Australia may require the Administering Institution to:
 - i. if the Asset is purchased or created solely with the Funds, transfer the Asset to Cancer Australia and/or Funding Partners (if any) or other person specified in the notice; or
 - ii. sell the Asset for the best price reasonably available and pay to Cancer Australia and Funding Partners (if any) the proportion of the sale proceeds (minus reasonable sale costs) that reflects the proportion of the Asset's cost that was met by the Funds.
- 13.3. The Administering Institution must ensure that a Participating Institution does not use the Funds to purchase land or purchase or create any buildings or fixtures.
- 13.4. The Administering Institution must, during the Funding Period, ensure that each Asset is maintained in good condition.
- 13.5. Where ownership of an Asset vests in and/or Funding Partners (if any), the Administering Institution must at the completion of the relevant Project and at the discretion of Cancer Australia:
- a. sell the Asset and return the sale proceeds (minus reasonable sale costs) to Cancer Australia and/or Funding Partners (if any); or
 - b. return the Asset to Cancer Australia and/or Funding Partners (if any)

in the same condition in which it was received, fair wear and tear excepted.

- 13.6. At the end of a Project's Funded Project Period, or where a Project or this Agreement is terminated, Cancer Australia may give such directions as it, in its absolute discretion, thinks fit concerning the Assets created or purchased solely with the Funding provided for that Project or this Agreement (as the case may be) and the Administering Institution must comply with any such directions, including bringing into existence, signing, executing or otherwise dealing with any document which may be necessary or desirable to transfer ownership of those Assets in accordance with those directions.
- 13.7. Any Asset purchased, leased or created by the Administering Institution in whole or part with the Funds must meet any applicable State and Territory legislative requirements, and any modification to an Asset must also meet those requirements.
- 13.8. The Administering Institution must keep a register of all Assets acquired in whole or part with the Funding that contains the information specified in clause 13.9. On receipt of a written request from Cancer Australia, and the provision of reasonable notice, the Administering Institution must make its Assets register available for inspection by Cancer Australia.
- 13.9. The Asset register referred to in clause 13.8 must record the Grant Identification Number, date of purchase, lease or creation, purchase, creation or lease price, description (including any identifying marks and numbers) and location of each Asset. The Asset register must also record the details of any Asset disposal, including the sale price and to whom it was disposed.

14. Termination for convenience/Reduction in Scope

- 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.
- 14.2. Upon receipt of a notice terminating or reducing the scope of this Agreement, the Administering Institution must:
 - a. stop or reduce its performance of the Agreement 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 Agreement, continue to perform any part of the Agreement not affected by the notice; and
 - d. immediately, and in any event within 10 Working Days of the date of Cancer Australia's notice to the Administering Institution, repay to Cancer Australia and Funding Partners (if any) the Funding required under clause 14.3.e or 14.3.f (whichever applies) or deal with that Funding as otherwise directed by NHMRC. If Funds that are required to be repaid under this clause 14.2.d are not repaid by the Administering Institution within this timeframe, Interest will accrue on the outstanding amount until it is repaid in full to Cancer Australia

and Funding Partners (if any). The Administering Institution agrees that any such Interest represents a reasonable pre-estimate of loss incurred by Cancer Australia and Funding Partners (if any). Any amount that is not repaid in accordance with this clause 14.2.d may, at the absolute discretion of Cancer Australia, be recovered as a debt due to Cancer Australia and Funding Partners (if any) without further proof of the debt being necessary.

14.3. If this Agreement is terminated or reduced in scope by Cancer Australia under this clause 14:

- a. where this Agreement is terminated, Cancer Australia and Funding Partners (if any) will be liable only for payments of Funds due and owing to the Administering Institution under the payment provisions of this Agreement prior to the date of the notice;
- b. where this Agreement is reduced in scope Cancer Australia and Funding Partners (if any) will, in respect of the part of the Agreement that has been removed as a result of the reduction in scope (the Removed Part), be liable only for payments of Funds due and owing to the Administering Institution under the payment provisions of this Agreement in respect of the Removed Part prior to the date of the notice;
- c. Cancer Australia and Funding Partners (if any) will be liable to reimburse the Administering Institution for any reasonable costs it incurs that are directly attributable to the termination or reduction in scope of the Agreement (excluding costs arising pursuant to the termination of an employment contract which exceed the equivalent of four (4) weeks' salary);
- d. Cancer Australia and Funding Partners (if any) will not be liable to pay any amounts under this clause 14 that would, when added to any payments already paid to the Administering Institution under this Agreement, together exceed the total Funding specified in this Agreement;

and

- e. where the Agreement is terminated, Cancer Australia and Funding Partners (if any) will be entitled to recover from the Administering Institution any part of the Funds that:
 - i. is not due and payable by the Administering Institution in accordance with this Agreement (and, where the Funds have been provided to a Participating Institution, by that Participating Institution in accordance with its Formal Agreement) by the earlier of the date that the notice is received or is deemed by clause 30.3 to be received by the Administering Institution; or
 - ii. has, in Cancer Australia's opinion, been spent by the Administering Institution other than in accordance with this Agreement (or, where the Funds have been provided to a Participating Institution, by that Participating

Institution other than in accordance with its Formal Agreement); and

- f. where part of the Agreement has been removed as a result of the reduction in the scope of the Agreement (the Removed Part), Cancer Australia and Funding Partners (if any) will be entitled to recover from the Administering Institution any part of the Funds provided for the Removed Part that:
 - i. is not due and payable by the Administering Institution in accordance with this Agreement (and, where the Funds have been provided to a Participating Institution, by that Participating Institution in accordance with its Formal Agreement) for the Removed Part by the earlier of the date the notice is received or is deemed by clause 30.3 to be received by the Administering Institution; or
 - ii. has, in Cancer Australia's opinion, been spent by the Administering Institution other than in accordance with this Agreement (or, where the Funds have been provided to a Participating Institution, by that Participating Institution other than in accordance with its Formal Agreement).

14.4. Cancer Australia and Funding Partners (if any) liability to pay any compensation under or in relation to this clause 14 is subject to:

- a. the Administering Institution's compliance with this clause 14; and
- b. the Administering Institution's substantiation of any amount claimed under clause 14.3.c.

14.5. Cancer Australia and Funding Partners (if any) are not liable to pay any other amount to the Administering Institution in respect of a termination or reduction under this clause 14.

14.6. Notwithstanding any other provision of this Agreement, the Administering Institution is not entitled to any compensation for loss of prospective profits or loss of any benefits that would have been conferred on the Administering Institution but for the termination or reduction in scope of the Agreement.

15. Events of default and their consequences

15.1 Cancer Australia may, upon written notice to the Administering Institution, immediately take any of the actions specified in clause 15.2 if:

- a. it reasonably satisfied that any of the terms and conditions of this Agreement have not been complied with by the Institution;
- b. within the last 3 years a Specified Person has been found to have engaged in proven Misconduct related to PdCCRS funding;
- c. it reasonably considers that the Administering Institution or Specified Personnel have provided Misleading Information, including in an Application or a Report;
- d. it reasonably considers that the purposes and activities of the Administering Institution no longer remain compatible with the objectives of the Project;

- e. it reasonably considers the progress of a Project to be unsatisfactory;
- f. it has given the Administering Institution written notice to deliver an expected or overdue Project outcome specified in a Schedule and 20 Working Days after the Administering Institution receives that notice, that outcome has not been delivered;
- g. any Institutional Approval necessary for the performance of a Project has not been obtained by the time it is necessary for such performance, or is withdrawn or is not renewed during the Funded Project Period for that Project;
- h. a Probity Event occurs;
- i. the Administering Institution or a Participating Institution becomes unable to pay all its debts as and when they become due and payable;
- j. the Administering Institution or a Participating Institution has applied to come under, received a notice requiring it to show cause why it should not come under, or has otherwise come under one of the forms of external administration referred to in Chapter 5 of the Corporations Act 2001 (Cth) or equivalent provisions in legislation of the States and Territories pertaining to incorporated associations or Chapter 11 of the Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth) or an order has been made for the purpose of placing the Administering Institution or Participating Institution under external administration;
- k. the Administering Institution or a Participating Institution undergoes a Change of Control;
- l. co-funding is not provided for a Project as required in the relevant Schedule;
- m. another provision of this Agreement provides for the application of this clause 15; and/or
- n. the Administering Institution notifies Cancer Australia that it is ceasing a Project, withdrawing from this Agreement or wishes to be removed from the Register of Administering Institutions.

15.2. Where an event specified in clause 15.1 occurs, Cancer Australia may take any of the following actions:

- a. temporarily withhold some or all of the Funds for the Project until that event is rectified to the satisfaction of Cancer Australia;
- b. impose a new Funding Condition in respect of a Project;
- c. terminate the Project on and from the date specified in the notice given by Cancer Australia under clause 15.1;
- d. terminate the Agreement (and thus the Project) on and from the date specified in the notice given by Cancer Australia;
- e. require the Administering Institution to repay by the date specified in Cancer Australia's notice referred to in clause 15.1 (or Cancer Australia may off-set against other Funds payable to the Administering Institution in the future):

- i. some or all of the Funds that are not due and payable by the Administering Institution in accordance with the terms of this Agreement (and, where the Funds have been provided to a Participating Institution, by that Participating Institution in accordance with its Formal Agreement) by the date that the Administering Institution receives the notice referred to in clause 15.1; and/or
 - ii. any Funds that have, in Cancer Australia's opinion, been spent by the Administering Institution other than in accordance with this Agreement (or, where the Funds have been provided to a Participating Institution, by that Participating Institution other than in accordance with its Formal Agreement); and/or
 - iii. in circumstances where Cancer Australia reasonably considers that:
 - (1) Specified Personnel have engaged in Misconduct related to PdCCRS funding;
 - (2) the Administering Institution or Specified Personnel have provided Misleading Information; or
 - (3) the Administering Institution has failed to adequately comply with its Reporting obligations under clause 9,
 any Funds provided to the Administering Institution including those that have been spent in accordance with this Agreement; and/or
 - iv. any amount that has been overpaid to the Administering Institution by Cancer Australia and Funding Partners (if any); and/or
 - v. any amount of the Funding that has been provided for a particular purpose where Cancer Australia considers that the Administering Institution or Participating Institution is also receiving other Commonwealth assistance for that particular purpose; and/or
 - f. any other action that is specified in Cancer Australia's Breaches and Sanctions Policy.
- 15.3. In addition, if Cancer Australia amends this Agreement or a Cancer Australia policy under clause 17 and the Administering Institution, acting reasonably, considers that it cannot comply with the Agreement or the Cancer Australia policy as so amended by Cancer Australia, the Administering Institution may, by signed, written and dated notice to Cancer Australia, terminate this Agreement and, subject to any other rights Cancer Australia has under clause 15.1:
- a. Cancer Australia will not be obliged to make any further payment to the Administering Institution in relation to this Agreement; and
 - b. the Administering Institution must repay to Cancer Australia and Funding Partners (if any):
 - i. any Funds that are not due and payable by the Administering Institution in accordance with the terms of this Agreement (and, where the Funds have been provided to a Participating Institution, by that

Participating Institution in accordance with its Formal Agreement) by the date of the Administering Institution's notice of termination; and

- ii. any Funds that have, in Cancer Australia's opinion, been spent by the Administering Institution other than in accordance with this Agreement (or, where the Funds have been provided to a Participating Institution, by that Participating Institution other than in accordance with its Formal Agreement).
- 15.4. Where a Project or this Agreement is terminated under this clause 15, the Administering Institution must provide, unless Cancer Australia advises otherwise, a Final Report and Audited Financial Acquittal for each Project affected by the termination.
- 15.5. In determining what, if any, action to take under this clause 15, Cancer Australia will have regard to, and act in accordance with, its Misconduct Policy.
- 15.6. If the Administering Institution is required to repay an amount of Funds to Cancer Australia and Funding Partners (if any) under clause 15.2.e or 15.3.b and the Administering Institution does not do so within the time period specified in that notice:
- a. Interest will accrue on the outstanding amount until it is repaid in full to Cancer Australia and Funding Partners (if any); and the Administering Institution agrees that any such Interest is a represents a reasonable pre-estimate of loss incurred by Cancer Australia and Funding Partners (if any); and
 - b. any amount remaining unpaid may, at the absolute discretion of Cancer Australia, be recovered as a debt due to Cancer Australia and Funding Partners (if any) without further proof of the debt being necessary.
- 15.7. The giving of a notice of termination of a Project, or this Agreement, under this clause 15 ceases any obligation that Cancer Australia and Funding Partners (if any) would otherwise have to make a payment of Funds in respect of that Project or this Agreement (as the case may be).

16. Misconduct related to PdCCRS Funding

- 16.1. If a complaint or allegation of Misconduct is made to the Administering Institution that relates to any Specified Personnel or Project, the Administering Institution must notify Cancer Australia in accordance with the Misconduct Policy.
- 16.2. The Administering Institution must, in all cases, conduct any investigation or inquiry into any alleged Research Misconduct in a manner that is consistent with the Australian Code for the Responsible Conduct of Research (2007).
- 16.3. The Administering Institution must notify Cancer Australia of the decision resulting from any preliminary investigation or formal inquiry into any alleged Research Misconduct, whether conducted internally or independently, and

reasons for that decision within ten (10) Working Days following the reaching of that decision.

- 16.4. Where an Administering Institution is conducting a preliminary investigation or formal inquiry into any alleged Research Misconduct, Cancer Australia may, at its absolute discretion and after consulting with the Administering Institution in relation to the allegation, withhold Funds, in accordance with clause 15.2.a, for any Project connected to the alleged Research Misconduct pending the outcome of that investigation or inquiry.
- 16.5. The Administering Institution represents and warrants to Cancer Australia that it:
- a. has informed the Specified Personnel prior to their involvement in the Project that their Personal Information may be disclosed to Cancer Australia under this clause 16; and
 - b. will inform any other person who may become Specified Personnel pursuant to this Agreement prior to their involvement in the Project that their Personal Information may be disclosed to Cancer Australia under this clause 16.

17. Variations

Variation of this Agreement by Cancer Australia

- 17.1. Cancer Australia may at any time vary any term or condition of this Agreement (or item of a Schedule) by giving the Administering Institution notice in writing of such variation and the Administering Institution agrees to be bound by such variation. Any variation made pursuant to this clause 17.1 shall take effect immediately upon receipt by the Administering Institution of the notice unless a different date is specified in the notice, in which case the date of effect shall be the date specified in the notice.

Variation of Cancer Australia policies

- 17.2. The Administering Institution acknowledges that Cancer Australia may, at any time during the term of this Agreement, vary the Cancer Australia Rules.
- 17.3. The Administering Institution will not be required to comply with any variation specified in clause 17.3 notified to it by Cancer Australia until the date specified in that notice or any other date specified in writing by Cancer Australia. This date will be determined by Cancer Australia having regard to the nature of the variation and the Administering Institution and its role in administering Funding under this Agreement.

Other variations

- 17.4. Except as otherwise provided in this Agreement, all variations to this Agreement are to be agreed in writing and signed by the Parties.

18. Indemnity

- 18.1 The Administering Institution indemnifies (and agrees to keep indemnified) Cancer Australia and each Funding Partner (if any) and Cancer Australia's

and each Funding Partner's (if any) Personnel (in this clause 18 referred to as 'those indemnified') from and against any:

- a. cost or liability incurred by those indemnified;
- b. loss of or damage to property of those indemnified; or
- c. loss or expense incurred by those indemnified in dealing with any claim against them, including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used, or disbursements paid by those indemnified,

arising from:

- d. any act or omission by the Administering Institution, its Personnel or a subcontractor (including a Participating Institution) in connection with this Agreement, where there was fault on the part of the person whose conduct gave rise to that cost, liability, loss, damage, or expense;
- e. any breach by the Administering Institution of the Agreement;
- f. any breach of a Formal Agreement by a Participating Institution;
- g. use or disposal of any Asset by the Administering Institution, its Personnel or a subcontractor (including a Participating Institution);
- h. the infringement of a person's Intellectual Property rights or Moral Rights by the Administering Institution, its Personnel or a Participating Institution in the performance, or as a result, of a Project; or
- i. the use of the Project Material or Incorporated Material, and the doing of any of the Specified Acts in clause 12.6, for the Commonwealth Purposes, including a claim in respect of:
 - i. Moral Rights relating to the use of the Project Material or Incorporated Material for the Commonwealth Purposes; or
 - ii. the ownership of Intellectual Property in the Project Material or Incorporated Material or any right or licence to use the Project Material or Incorporated Material for the Commonwealth Purposes.

18.2. In this clause 18 'fault' means any negligent or unlawful act or omission or wilful misconduct.

18.3. The Administering Institution's liability to indemnify those indemnified under this clause 18 will reduce proportionately to the extent that any act or omission involving fault on the part of those indemnified contributed to the relevant liability, cost, damage, loss or expense.

18.4. The right of those indemnified to be indemnified under this clause 18 is in addition to, and not exclusive of, any other right, power or remedy provided by law, but those indemnified are not entitled to be compensated in excess

of the amount of the relevant cost, liability, loss, damage or expense.

- 18.5 The Institution's liability to indemnify Cancer Australia and the Funding Partners (if any) under clause 18.1 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.
- 18.6 Cancer Australia will hold the indemnity rights of the Funding Partners (if any) under clause 18.1 on trust for them and may act as agent of the Funding Partners (if any) in any action under the indemnity.
- 18.7 This clause survives the expiration of the Funded Project Period or earlier termination of this Agreement.

19. Insurance

- 19.1 The Administering Institution must, for so long as any obligations remain in connection with this Agreement, effect and maintain the following insurances:
 - a. workers' compensation insurance as required by law;
 - b. a public liability insurance policy for an amount sufficient to cover all the obligations of the Administering Institution under this Agreement, including those which survive the expiration or termination of this Agreement; and
 - c. insurance to cover the replacement cost of all of the Assets acquired or created by the Administering Institution for the Project in the event they are lost or damaged; and
 - d. professional indemnity insurance for not less than \$10 million in respect of the advice and opinions contained in the Reports provided under this agreement; andupon request, provide proof of insurance acceptable to Cancer Australia.
- 19.2 All of the insurance required by clause 19.1 is to be taken out with an insurer recognised by the Australian Prudential Regulation Authority (APRA) or regulated by a State or Territory Auditor-General, except if the Administering Institution is a body that self-insures.

20. Acknowledgements of funding and use of logos

- 20.1. The Administering Institution must ensure that the Funding from Cancer Australia and Funding Partners (if any), for a Project is properly acknowledged in any correspondence, public announcement, advertising material, research report or other material produced by, on behalf of or through the Administering Institution or a Participating Institution that relates to that Project.
- 20.2. Any material published in respect of a Project must:
 - a. include the Grant Identification Number for the Project; and

- b. specify that the contents of the published material are solely the responsibility of the Administering Institution, a Participating Institution or individual authors and do not reflect the views of Cancer Australia.
- 20.3. The Administering Institution must ensure that the Cancer Australia and Funding Partners (if any) logo is not used without Cancer Australia and Funding Partners (if any) prior written consent to that specific use of the logo, which Cancer Australia and Funding Partners (if any) may give, refuse or revoke in its absolute discretion. Cancer Australia may give consent subject to any terms or conditions that it considers reasonable.
- 20.4. The Administering Institution must comply, and must ensure that each of its Participating Institution's complies, with Cancer Australia and Funding Partners (if any) rules regarding the use of the logo including its font, colour, size and placement.
- 20.5. Cancer Australia confirms that if the Administering Institution is a non-government organisation, subject to clause 20.6:
 - a. no right or obligation arising under this Agreement should be interpreted as limiting the Administering Institution or its Personnel from commenting on, advocating support for or opposing change to any matter established by law, policy or practice of the Commonwealths; and
 - b. Cancer Australia does not require the Administering Institution to obtain advance approval of any involvement by it or its Personnel in any activity referred to in clause 20.5.a.
- 20.6. Nothing in clause 20.5 limits or derogates from the Administering Institution's obligations, arising under this Agreement or otherwise, to not disclose confidential information as defined in the *Not-for-profit Sector Freedom to Advocate Act 2013 (Cth)* or personal information.

21. Use of Information

- 21.1. If any agency or body of the Commonwealth receives information from the Administering Institution in relation to the Project, the Administering Institution consents to that agency or body providing that information to Cancer Australia.
- 21.2. The Administering Institution acknowledges that Cancer Australia may be required to provide information in relation to the Project, the Funds or this Agreement, as required by the operation of any law, judicial or parliamentary body or government agency.
- 21.3. Cancer Australia and Funding Partners (if any) reserve the right to publicise and report on the awarding of Funding for a Project to the Administering Institution and, where relevant, its Participating Institutions. Without limiting the preceding sentence, Cancer Australia and Funding Partners (if any) may do this by including general information about the Administering Institution, its Participating Institutions, the Funds and their disbursement between the Administering Institutions and Participating Institutions, the title and a brief

description of the Project (including its duration and location) in media releases, general announcements, Cancer Australia's and Funding Partner's (if any) annual reports and on Cancer Australia's and Funding Partner's (if any) website.

Use of Information in the Cancer Australia Annual Report

- 21.4. The Administering Institution agrees that the name, and any other details relevant to qualifications or expertise, of Specified Personnel may, at the absolute discretion of Cancer Australia and without notice to or consultation with the Administering Institution, be reported under clause 21.3 and included in an Cancer Australia's annual report that is required under section 37 of the Act.
- 21.5. The Administering Institution represents and warrants to Cancer Australia that:
- a. it has obtained the consent of the Specified Personnel to the inclusion in any Cancer Australia annual report of the Personal Information referred to at clause 21.4; or
 - b. it:
 - i. has informed the Specified Personnel prior to their involvement in the Project that their Personal Information referred to in clause 21.4 may be included in any Cancer Australia annual report; and
 - ii. will inform any other person who may become Specified Personnel pursuant to this Agreement prior to their involvement in the Project that their Personal Information referred to in clause 21.4 may be included in any Cancer Australia annual report.

22. Negation of Employment, Partnership and Agency

- 22.1. The Administering Institution is not by virtue of this Agreement an officer, employee, partner or agent of the Commonwealth, nor does the Administering Institution have any power or authority to bind or represent the Commonwealth.
- 22.2. The Administering Institution agrees not to represent itself, and to ensure its Personnel, Participating Institutions and any other subcontractors do not represent themselves, as being an officer, employee, partner or agent of the Commonwealth, or as otherwise able to bind or represent the Commonwealth.

23. Participation in peer review and assessment of funding applications

- 23.1. It is a condition of this Agreement that, notwithstanding the negation of employment under clause 22, during the term of this Agreement, the Administering Institution must make available to Cancer Australia, free of charge but subject to Cancer Australia providing reasonable notice to the Administering Institution, the services of Specified Personnel as part of a Grant Review Committee, to provide professional input into reviewing or assessing

applicant responses to PdCCRS Questions required for applications made under the Scheme, in the Personnel's area of expertise, as required by Cancer Australia. Each Specified Person may be required to review up to a maximum fifteen (15) PdCCRS Questions forms from applications to the Scheme in each round of the Scheme.

24. Compliance with laws and NHMRC Approved Standards and Guidelines

24.1. In carrying out this Agreement, the Administering Institution must comply, and require its Participating Institutions to comply, with:

- a. the provisions of any applicable statutes, regulations, by-laws, and requirements of the Commonwealth and any State, Territory or local authority; and
- b. the NHMRC Approved Standards and Guidelines.

25. Protection of Personal Information

25.1. The Administering Institution agrees, in conducting the Project:

- a. not to do any act or engage in any practice which, if done or engaged in by Cancer Australia, would be a breach of the requirements of Division 2 of Part III of the Privacy Act 1988 (Cth);
- b. ensure that any person under the control of the Administering Institution who has access to any Personal Information is made aware of, and undertakes in writing, to observe the Administering Institution's obligations under this clause 25;
- c. to comply with any directions, guidelines, determinations or recommendations of Cancer Australia, to the extent that they are consistent with the Administering Institution's obligations under clause 25.1.a;
- d. not to transfer Personal Information held in connection with this Agreement outside Australia, or to allow parties outside Australia to have access to it, without the prior approval of Cancer Australia; and
- e. to comply with any policy guidelines laid down by the Commonwealth or issued by the Information Commissioner from time to time relating to the handling of Personal Information.

26. Confidential Information

Confidential Information not to be Disclosed

26.1. Subject to clause 26.3 and 26.4, a Party must not, without the prior written consent of the other Party, disclose any Confidential Information of the other Party to a third party.

Written Undertakings

26.2. The Administering Institution must, at the request of Cancer Australia, arrange for:

- a. its Personnel;
- b. an employee of a Participating Institution; or
- c. any other person with an interest in the Funding,

to give a written undertaking in a form acceptable to Cancer Australia relating to the use and non-disclosure of Cancer Australia's Confidential Information.

Exceptions to Obligations

26.3. The obligations on the Parties under this clause 26 will not be taken to have been breached to the extent that Confidential Information:

- a. is disclosed by a Party to its Personnel solely in order to comply with obligations, or to exercise rights, under this Agreement;
- b. is disclosed by a Party to its internal management Personnel, solely to enable effective management or auditing of Agreement-related activities;
- c. is disclosed by the Administering Institution to a Participating Institution in order to comply with the Administering Institution's obligations, or to exercise the Administering Institution's rights, under this Agreement;
- d. is disclosed by Cancer Australia to the responsible Minister or another Australian Government Minister;
- e. is disclosed by Cancer Australia in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
- f. is shared by Cancer Australia within Cancer Australia, or with another Commonwealth agency, where this serves the Commonwealth's legitimate interests,
- g. is disclosed to State or Territory governments for particular purposes;
- h. is authorised or required by law to be disclosed; or
- i. is in the public domain otherwise than due to a breach of this clause 26.

26.4. Where a Party discloses Confidential Information to another person pursuant to clauses 26.3.a to 26.3.g, the disclosing Party must notify the receiving person that the information is confidential.

26.5. In the circumstances referred to in clauses 26.3.a, 26.3.b 26.3.c and 26.3.f, the disclosing Party agrees not to provide the Confidential Information unless the receiving person agrees to keep the information confidential.

26.6. The Administering Institution agrees to secure all of Cancer Australia's Confidential Information against loss and unauthorised access, use, modification or disclosure.

26.7. A Summary must not contain any Confidential Information.

Period of Confidentiality

26.8. The obligations under this clause 26 will continue, notwithstanding the expiry or termination of this Agreement for the period agreed by the Parties in writing in respect of an item of Confidential Information.

No reduction in obligations relating to Personal Information

26.9. This clause 26 does not detract from any of the Administering Institution's obligations under the *Privacy Act 1988 (Cth)* or under clause 25, in relation to the protection of Personal Information.

27. Taxes and Duties

27.1. Except as provided by this clause 27 or otherwise specified in the Schedule, the Administering Institution must pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement.

27.2. The following terms have the meanings respectively given to them in the GST Act: consideration; GST; input tax credit; supply; taxable supply; and tax invoice.

27.3. Unless otherwise indicated, any consideration for a supply made under this Agreement is exclusive of any GST imposed on the supply.

27.4. 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.

27.5. No Party may claim or retain from the other Party any amount in relation to a supply made under this Agreement for which the first Party may claim an input tax credit or decreasing adjustment.

27.6. If either clause 27.6.a or 27.6.b applies to a supply made in connection with a Project, then the Parties rely on section 9-17 of the GST Act for no GST being imposed in connection with that supply under this Agreement:

- a. the Funding for the Research Activity:
 - i. is paid to a Government Related Entity for a supply;
 - ii. is covered by an appropriation under an Australian law; and
 - iii. is calculated on the basis that the sum of:
 - A. the Funding relating to the supply; and
 - B. anything that the Administering Institution receives from another entity in connection with, or in response to, or for the inducement of, the supply, or for any other related supply,

does not exceed the Administering Institution's anticipated or actual costs of making those supplies; or

- b. the Funding for the Project is paid to a Government Related Entity and the Funding payment is of a kind specified in regulations made for the purposes of s9-17 of the GST Act.

28. Conflict of Interest

28.1. The Administering Institution warrants that, at the date of signing this Agreement and to the best of its knowledge after making reasonable inquiries, either:

- a. no Conflict of Interest exists in its or a Participating Institution's or the Specified Personnel's performance of this Agreement; or
- b. it has fully declared to Cancer Australia the details of each Conflict of Interest that it, a Participating Institution or the Specified Personnel has in relation to this Agreement and obtained Cancer Australia's written consent to the Administering Institution, Participating Institution or the Specified Personnel performing this Agreement notwithstanding that declared Conflict of Interest.

28.2. If during the term of this Agreement, a Conflict of Interest arises in respect of the Administering Institution, or a Participating Institution, the Administering Institution must:

- a. immediately notify Cancer Australia in writing of the full details of that Conflict of Interest and of the steps the Administering Institution proposes to resolve or otherwise deal with the Conflict of Interest;
- b. take such steps as Cancer Australia may reasonably require to resolve or otherwise deal with that Conflict of Interest; and
- c. if the Administering Institution fails to notify Cancer Australia under paragraph 28.2.a, or is unable or unwilling to resolve or deal with the Conflict of Interest as required by Cancer Australia under paragraph 28.2.b, Cancer Australia may take any of the actions specified in clause 15.

29. Dispute Resolution

29.1. 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, and may agree to do so by referring the matter to persons who have authority to intervene and direct some form of resolution.

29.2. 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.

- 29.3. Notwithstanding the existence of a dispute, the Administering Institution must continue to perform its obligations under this Agreement.

30. Notices and Research Administration Officer

- 30.1. Any notice, request or other communication to be given or served pursuant to this Agreement shall be in writing and addressed to the other Party at the address as set out in the Agreement or such other address as a Party may notify the other Party from time to time.
- 30.2. The Research Administration Officer shall be the Administrative Institution's primary contact person for administrative matters relating to this Agreement.
- 30.3. 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 Administering 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.
- 30.4. The Administering Institution must immediately notify Cancer Australia in writing if:
- a. it ceases to fully comply with the NHMRC Administering Institutions Policy, the NHMRC Approved Standards and Guidelines, the NHMRC Direct Research Costs Guidelines, a Funding Policy that applies to the Project, or any other requirement specified in this Agreement;
 - b. it becomes aware that a Participating Institution has ceased to fully comply with the NHMRC Approved Standards and Guidelines, the NHMRC Direct Research Costs Guidelines, a Funding Policy that applies to the Project, or any other requirement specified in its Formal Agreement;
 - c. it becomes aware of any failure to obtain an Institutional Approval necessary for the performance of a Project, or the withdrawal or non-renewal of any Institutional Approval necessary for the performance of a Project during the Funded Project Period for that Project;
 - d. it changes its trading or business name or legal status;
 - e. it or a Participating Institution becomes unable to pay all its debts as and when they become due and payable;

- f. it or a Participating Institution has applied to come under, received a notice requiring it to show cause why it should not come under, or has otherwise come under one of the forms of external administration referred to in Chapter 5 of the *Corporations Act 2001 (Cth)* or equivalent provisions in legislation of the States and Territories pertaining to incorporated associations or Chapter 11 of the *Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)* or an order has been made for the purpose of placing the Administering Institution or Participating Institution under external administration;
 - g. it or a Participating Institution undergoes a Change of Control;
 - h. it becomes aware of a Probity Event, or a Conflict of Interest;
 - i. it becomes aware of any delay of six months or more that is likely to occur in relation to the performance of a Project,
 - j. it determines that it will cease a Project, withdraw from the Agreement, request its removal from the Register of Administering Institutions or terminate the Agreement under clause 15.3;
 - k. it (or a Participating Institution) does not spend all of the Funds provided to it for a Project;
 - l. a Specified Person is unable to perform, or to continue to perform, all or part of a Project; or
 - m. the Administering Institution becomes aware of a breach or possible breach of any of its obligations under clause 25.
- 30.5. In addition to any other requirement in this Agreement, if the Administering Institution notifies Cancer Australia under clause 30.4, the Administering Institution must provide to Cancer Australia any further information reasonably requested by NHMRC.

31. Responsible Officer(s)

- 31.1. The Administering Institution shall notify Cancer Australia in writing of the name and title of each of its Responsible Officers and the business matters for which each is responsible. All correspondence and reports relating to the Funds shall be provided to Cancer Australia by or through the Responsible Officers and all documents signed by the Responsible Officers shall be binding on the Administering Institution.
- 31.2. A Responsible Officer must supply all necessary information reasonably requested by Cancer Australia in relation to the use of the Funds in a timely and responsive manner within ten (10) Working Days of receipt of the request.

32. Assignment and Encumbrances

- 32.1. The Administering Institution must not without the prior written consent of Cancer Australia assign, mortgage, charge or encumber this Agreement or any benefit, moneys or rights obtained under this Agreement. This clause does

not apply to Intellectual Property rights, provided the encumbrance does not obstruct the operation of clause 12.

33. CEO may act

- 33.1. The CEO, or the CEO's delegate, may exercise, on behalf of Cancer Australia, any of the powers conferred upon Cancer Australia by this Agreement and by the Act.

34. Counterparts

- 34.1. 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.

35. Survival of Provisions

- 35.1. Clauses:

- a. 7 to 9 (Administering Institution's Use of and Accountability for Funds and Other Contributions, Record Keeping and Reports);
- b. 10 and 11 (Provision of information and evaluation, Access to premises and documents);
- c. 12 (Intellectual Property);
- d. 13 (Assets);
- e. 14 (Termination for Convenience/Reduction in Scope) and 15 (Events of default under this Agreement and their consequences);
- f. 16 (Misconduct related to PdCCRS funding);
- g. 18 (Indemnity);
- h. 19 (Insurance);
- i. 20 (Acknowledgement of PdCCRS Funding and use of logo);
- j. 21.3 to 21.5 (Use of Information);
- k. 25 (Protection of Personal Information);
- l. 26 (Confidential Information); and
- m. 33 (CEO may act),

survive the expiration or earlier termination of this Agreement.

SCHEDULE FOR GRANT FUNDED BY CANCER AUSTRALIA

(Note references are to clauses in the Funding Agreement)

APPLICATION ID:

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. FUNDED PROJECT PERIOD

(subclause 1.1)

This Schedule must be signed by (INSERT NAME) returned to Cancer Australia by DD/MM/YY or the Offer will lapse.

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

Please indicate the start and end date of your project below. Please note the start date cannot precede the execution of the Funding Agreement by Cancer Australia. Please ensure the start date of the project is a minimum of two weeks after the date of signing of the Funding Agreement by your Administering Institution.

Project Start date: dd/mm/yy

Project End date: dd/mm/yy

Please note the:

Final date by which Project must commence: dd/mm/yy

Final date by which Project must be completed: dd/mm/yy

C. PROJECT & PROJECT PURPOSES

(subclause 1.1 and clause 4)

Application ID:

Institution:

Is institution a commercial entity?

Project title:

Is this project a cancer clinical trial?

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.

Lay summary

Project Synopsis and Aims

Include here.

Planned Specific Project Activities

For each research aim specified in your grant applications, briefly identify the specific planned activities for each year (as relevant) of the funded project.

Aim 1:			
Planned Activity	Year 1	Year 2	Year 3

Aim 2:			
Planned Activity	Year 1	Year 2	Year 3

Aim 3:			
Planned Activity	Year 1	Year 2	Year 3

Please add more tables of activities as required

D. APPROVED BUDGET (GST-exclusive)

(subclause 1.1 and clause 6)

		Final planned expenditure for PdCCRS-funded project (to be completed by Chief Investigator A)		
Years of funding	Total funding awarded	Year 1	Year 2	Year 3

E. FUNDING AND CO-FUNDING

(subclause 1.1 and clause 6)

The maximum funding for this application is: \$xxx,xxx GST-excl.

This application will be fully funded by [insert name/s of relevant funding partner/s]. Funds will be paid by this/these organisation/s in the following instalment/s against the following deliverables and timeframe.

Payments	
20xx/20xx Financial year	
On execution of Agreement, and receipt of certificates of currency for the required insurances for the 20xx/xx financial year.	
20xx/20xx Financial year	
Certificates of currency for the required insurances for the 20xx/xx due dd/mm/yy.	
On receipt and acceptance of Year 1 Annual Progress Report and Financial Statement, due dd/mm/yy. Certificates of currency for the required insurances for 20xx/xx financial year, due dd/mm/yy.	
20xx/20xx Financial year	
20xx/20xx Financial year	
On receipt and acceptance of Final Report and Financial Acquittal due 3 months after the end of the funded project period	

Note:

For funds claimed from Cancer Australia, a correctly rendered tax invoice should be sent to Cancer Australia, as detailed below. A correctly rendered tax invoice for Cancer Australia is one that contains:

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

The due date for payment is 30 days after receipt of a correctly rendered tax invoice by Cancer Australia.

Note:

Administering Institutions may only proceed to invoice Cancer Australia and/or relevant Funding Partners for payments due under this Schedule once notification has been given that deliverables stipulated in Table 1 above have been received (executed Funding Agreement) or received and accepted (Progress and Final Reports).

If there are unexpended funds reported in a financial statement then Cancer Australia 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. FUNDS FOR COLLABORATORS

(subclause 1.1 and clause 6)

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. REPORTS

(subclause 1.1 and clause 9)

Annual Financial Statement (using the financial statement template provided by Cancer Australia)

Date(s) due: for calendar year ending 31 December by end February following.

Progress Report (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 Acquittal

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 clauses 12 and 13)

I. SPECIFIED PERSONNEL

(clause 4)

Chief Investigators

Chief Investigator A (CIA):

Named Collaborators (CI/AI):

J. COMMONWEALTH'S RESPONSIBLE OFFICER

(subclauses 1.1 and 31)

The Commonwealth's Responsible Officer shall be the person holding, occupying or performing duties of: Senior Project Officer, Research and Clinical Trials, Cancer Australia. This position is currently occupied by:

K. ACKNOWLEDGEMENTS

(clause 20)

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 supported by grant (ID number) awarded through the 2017 Priority-driven Collaborative Cancer Research Scheme and funded by Cancer Australia"

"This project was supported by grant (ID number) awarded through the 2017 Priority-driven Collaborative Cancer Research Scheme and co-funded by Cancer Australia and Funding Partner/s names"

"This project was supported by grant (ID number) awarded through the 2017 Priority-driven Collaborative Cancer Research Scheme and funded by Funding Partner/s names with the support of Cancer Australia"

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

L. ASSETS (INCLUDING EQUIPMENT AND ANIMALS)

(as stated in clause 13)

M. INSURANCE

(clause 19)

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 ten million dollars (10,000,000).

Note:

- Certificates of currency are to be provided to Cancer Australia as per Schedule (Item E) above

N. COMPLIANCE WITH LAWS AND POLICIES

(clause 24)

The Institution must comply with laws and policies, as stated in clause 24.

SIGNATURE BLOCK FOR SCHEDULE

(Note references in the Schedule are to clauses in the Priority-driven Collaborative Research Scheme Agreement Version 4)

This Funding Agreement and Schedule is made on the day of 201...

The parties agree to be bound by the terms and conditions set out in the Agreement
Dated:

IN WITNESS WHEREOF the Parties have executed this Schedule as an AGREEMENT
SIGNED, SEALED AND DELIVERED

on behalf of the COMMONWEALTH
OF AUSTRALIA by:

.....
(print name)

.....
(Signature)

.....
(position)

in the presence of:

.....
(print name)

.....
(Signature)

.....
(position)

SIGNED for and on behalf of:

(Institution Name)

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

.....
(Signature)

.....
(position)
in the presence of:

.....
(print name)

.....
(Signature)

.....
(position)