

Agreement

Between:

The Research Foundation, Cerebral Palsy Alliance

And:

(Name of Institution)

Project:

(Name of project)

Contents

1. Defined meanings 1

2. Administration of Award 1

3. Funding..... 2

4. Use of funds..... 3

5. Accountability of Fundholder for funds 3

6. Reporting 4

7. Evaluation of Award 5

8. Award Material and Intellectual Property 5

9. Acknowledgments 5

10. Award Recipient..... 6

11. Termination for convenience 6

12. Termination and suspension 7

13. Recovery of funds 8

14. Use of information..... 8

15. Dispute Resolution 8

16. Notices..... 9

17. Definitions and interpretation 9

Schedule..... 12

Agreement dated:

Parties

1. **THE RESEARCH FOUNDATION, CEREBRAL PALSY ALLIANCE (ABN 45 000 062 288)** of 187 Allambie Rd, Allambie Heights NSW 2100 (“**The Research Foundation**”).
2. **Insert Name of Institution, Insert Address (“The Fundholder”)**
ABN:

Background

- A. Cerebral Palsy Alliance Research Foundation has been established to support research into cerebral palsy. The Research Foundation, through its Research Grants Program, aims to contribute to (a) a greater understanding of the causal pathways to cerebral palsy (b) reducing the incidence of cerebral palsy (c) evaluating the effectiveness of therapeutic approaches (d) developing new therapeutic approaches and (e) understanding the psychosocial aspects of having cerebral palsy.
- B. The purpose of the Research Grants Program is to stimulate cerebral palsy research by providing funding for researchers at all stages of a clinician/researcher career path.
- C. The Research Foundation provides funding for a variety of grant and fellowship types which are intended to maximize the opportunity for eligible clinicians/researchers to tap into the various funding options.
- D. The Fundholder has applied for funding under the Research Grants Program.
- E. The Research Foundation has agreed to provide the funding to the Fundholder provided the Fundholder executes this Agreement and complies with the legal obligations to use the Funds in support of the objectives of the Research Foundation’s Research Grants Program.

Operative provisions

1. Defined meanings

Words used in this document and the rules of interpretation that apply are set out and explained in the definitions and interpretation clause at the back of this document.

2. Administration of Award

- 2.1 The Fundholder shall ensure that spending in relation to the Award occurs only within the Period of Funding.
 - (a) The Fundholder shall, unless otherwise specified at Item D of the Schedule:

- (i) administer the Awards in accordance with the Award Purposes and with Item A and, in particular:
 - (A) comply with the objectives for the Award specified in the Application identified at Item D of the Schedule;
 - (B) undertake the activities specified in the Application identified at Item D of the Schedule;
 - (C) endeavour in good faith to achieve the expected outcomes for the Award specified in the Application identified at Item D of the Schedule; and
 - (D) notify the Research Foundation of any expected or actual delay or suspension (over six (6) months) in the progress of the Award;
- (b) where the Fundholder is an Institution, provide the Award Recipients with the necessary assistance, facilities and services for the efficient conduct of research;
- (c) where the Fundholder is an Institution, meet the normal overhead and operating expenses of the Fundholder as required to support the Award Recipients' research;
- (d) ensure that all relevant Institutional Approvals are obtained and maintained as required for the duration of the Award and the Fundholder must confirm this in every Progress Report; and
- (e) otherwise comply strictly with the terms and conditions of this Agreement.

3. Funding

- 3.1 The Research Foundation agrees to pay the Funds to the Fundholder in accordance with the payment schedule specified in Item E of the Schedule.
- 3.2 Payment of the Funds will be made according to the Payment Schedule – Item E (following receipt of approved progress report) in respect of all Approved Budget components.
- 3.3 The amounts to be contributed by the Research Foundation for the Award shall not exceed the Funds.
- 3.4 Payment of the Funds will not commence until satisfactory evidence is provided to the Research Foundation that all Institutional Approvals required for research under the Award have been obtained by the Fundholder. Where any Institutional Approvals necessary for the research are withdrawn or not renewed during the Period of Funding, the Fundholder must notify the Research Foundation as soon as practicable or within one (1) month after the withdrawal or expiration of the Institutional Approval and the Research Foundation may terminate this Agreement or suspend or terminate payment of the Funds for the Award pursuant to **clause 12**.
- 3.5 Payment of the Funds will only commence after the Fundholder has notified the Research Foundation of the proposed date of commencement for the Award. The

Award must commence by the final date of commencement specified in Item C of the Schedule, or Funding will be terminated unless the Fundholder has obtained the written approval of the Research Foundation for the continuation of Funding, prior to the final date of commencement.

- 3.6 Entitlement to allowances, bridging support, reimbursement of expenses and reimbursement for specified leave, if any, will be specified at Item E of the Schedule.
- 3.7 Entitlement of award holders to additional earnings and additional awards, where relevant, are specified at Item A of the Schedule.
- 3.8 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 Award, the Fundholder must notify the Research Foundation as soon as possible after becoming aware of the delay or expected delay. The Fundholder must request and obtain the Research Foundation's written approval for the continuation of the Award. In the event of a delay or expected delay to the commencement or progress of the Award, the Research Foundation may suspend, reduce or terminate payment of the Funds for that Award or terminate this Agreement pursuant to **clause 12**. The Research Foundation pursuant to **clause 13**, may recover any Funds not expended in accordance with this Agreement or that remain unexpended, excluding allowable non-cancellable obligations.

4. Use of funds

- 4.1 The Fundholder shall not use the Funds for any purpose other than funding the Award in respect of the Award Recipient in accordance with the Application and the Approved Budget specified in Item E of the Schedule.
- 4.2 The Fundholder shall deposit all Funds into a bank account controlled solely by the Fundholder and keep proper accounts and records of its receipts and use of the Funds. The Fundholder must maintain individual ledgers within the bank account for each Award and use any apportioned interest earned on the Funds only for the purpose of Awards.
- 4.3 The Fundholder shall not use the Funds for the purposes of expenditure on any Administrative Costs associated with the Award or associated with any research conducted by the Award Recipient under the Award.

5. Accountability of Fundholder for funds

- 5.1 The Fundholder shall:
 - (a) ensure that proper accounting controls are exercised over the Funds; and
 - (b) maintain separate accounting records for all transactions in relation to each Award.
- 5.2 Where the Fundholder has not legally committed or expended the full amount of the Funds during the Period of Funding, the Fundholder shall, within six (6) months after the end of the Period of Funding, pay to the Research Foundation any amount not so committed or expended, unless the Fundholder prior to the end of the Period of Funding advises the Research Foundation of the reasons for the non-expenditure

and requests and obtains the Research Foundation's written approval for the unexpended part of the Funds to be carried forward and for the Period of Funding to be varied.

6. Reporting

Financial Reports - Annual

- 6.1 The Fundholder shall, by 28 February of each year, or upon written notice given by the Research Foundation or otherwise as specified in Item F, provide the Research Foundation with a written Annual Financial Report on each Award, relating to the previous calendar year. The report shall, at least, include:
- (a) a financial statement in a form to be stipulated by the Research Foundation, specifying the total Funds received and expended by the Fundholder;
 - (b) in the case of an Institution, certification by the Chief Operating Officer or their delegate that the Funds were expended in accordance with the Agreement.
- 6.2 In the case of an Institution, it shall, by 28 February of each year, or upon written notice given by the Research Foundation or otherwise as specified in Item F, provide the Research Foundation with an independent annual audit report for the Institution.

Financial Acquittal – End of Period of Funding

- 6.3 In the case of an Institution, the Institution shall, within six (6) months after the Period of Funding or at other times, as reasonably requested by the Research Foundation, provide a final Financial Acquittal that complies with Generally Accepted Accounting Principles, in a form to be stipulated by the Research Foundation. The acquittal must include:
- (a) a statement of income and expenditure for the Funds received and expended by the Institution for the entire period of Funding (or a time specified by the Research Foundation);
 - (b) the total interest attributable to the Funds under this Agreement.

Where the Fundholder is an Award Recipient, the Research Foundation shall provide the necessary reporting obligations that must be met.

- 6.4 The Financial Acquittal provided by the Institution under **subclause 6.3** shall be certified by the Chief Operating Officer or their delegate.

Progress Reports - Annual

- 6.5 The Fundholder shall, by 28 February of each year, or upon written notice given by the Research Foundation or otherwise as specified in Item F, provide the Research Foundation with a written report, in the form required by the Research Foundation, on the progress of the performance of the Award relating to the period 1 January to 31 December of the preceding year.

The Fundholder must include a copy of all publications and reports (as a PDF of the full text) and all conference presentations and seminars (in abstract format) utilising project data to the Research Foundation as part of the Annual Report.

Final Report – End of Period of Funding

- 6.6 The Fundholder shall provide the Research Foundation with a final report, in the form required by the Research Foundation, in respect of each Award by 31 March in the year following the final year of the Grant.

The Fundholder must include a copy of all publications and reports (as a PDF of the full text) and all conference presentations and seminars (in abstract format) utilising project data to the Research Foundation as part of the Final Report.

7. Evaluation of Award

- 7.1 The Fundholder shall provide to the Research Foundation such information relating to the Award as the Research Foundation may reasonably request for the purpose of auditing and evaluating the Award.

8. Award Material and Intellectual Property

- 8.1 The Fundholder will own the Award Material and the Research Results upon creation including the Intellectual Property in the Award Material and the Research Results.
- 8.2 (a) The Fundholder may, in its absolute discretion, commercialise the Research Results, including by applying for patent protection in respect of some or all of the Research Results, during or after the Award period.
- 8.2 (b) In the event the Fundholder exercises its discretion under clause 8.2(a), the Fundholder will be entitled to retain all payments it receives as a result of the commercialisation of the Research Results and will have no obligation to provide records or an accounting of such payments to the Research Foundation.
- 8.3 Prior to making public any aspect of the Award or the Research Results, the Fundholder will notify the Research Foundation of the content of any disclosure of any findings regarding the Award or the Research Results.

9. Acknowledgments

- 9.1 Where the Research Foundation has granted the Fundholder its permission to make public any aspect of the Award or the Research Results, the Fundholder shall properly acknowledge the contribution of the Research Foundation to the Award(s) and Research Results in any relevant correspondence, public announcement, advertising material, research reports or other material produced by, on behalf of or through the Fundholder in any manner relating to the Awards and Research Results.
- 9.2 All Award Recipients receiving funding from the Research Foundation must acknowledge such funding as a "Research Foundation, Cerebral Palsy Alliance Project Grant or Career Development Grant". The statement of acknowledgement will be worded as follows:

"Supported by a Project Grant [or] Career Development Grant awarded by the Research Foundation, Cerebral Palsy Alliance"

All manuscripts, conference presentations, seminars and reports utilising project data supported by a Project Grant or Career Development Grant must acknowledge the funding sources using the following words:

“We acknowledge funding support from a Project Grant [or] Career Development Grant awarded by the Research Foundation, Cerebral Palsy Alliance”

All conference presentations, seminars and reports utilising project data supported by a Project Grant or Career Development Grant must acknowledge the funding sources by including the logo for the Research Foundation, Cerebral Palsy Alliance in the presentation or report.

9.3 In the event that the Fundholder produces advertising material related to the Award it will liaise with the Research Foundation prior to publication of the Award Material or Research Results to seek and confirm the logo to be inserted into the acknowledgement referred to in clause 9.2.

9.4 This clause 9 will survive the expiration or early termination of this Agreement.

10. Award Recipient

10.1 The Fundholder shall ensure that the Award Recipient specified in Item B performs the activities specified in the relevant Application in relation to the Award and in accordance with this Agreement.

10.2 Where an Award Recipient is unable to perform, or to continue to perform, activities in relation to an Award, the Fundholder shall notify the Research Foundation immediately.

10.3 The Research Foundation may request the Fundholder to make available to the Research Foundation, the services of Award Recipients for the purposes of reviewing or assessing applications made under the Research Grant Program during the Period of Funding, and the Fundholder will use its best endeavours to facilitate compliance by the Award Recipient.

10.4 If:

(a) an Award Recipient is unable to perform the activities in relation to an Award;
or

(b) the Fundholder otherwise does not comply with this clause;

the Research Foundation may terminate an Award or this Agreement whereupon the provisions of **clause 12** shall apply.

11. Termination for convenience

11.1 The Research Foundation may, at any time by written notice, suspend or defer any payment of the Funds or terminate this Agreement. If this Agreement is terminated or reduced in scope, the Research Foundation shall, subject to **subclause 11.3** and **subclause 11.4**, be liable only for:

- (a) Funds payable under this Agreement up to the effective date of termination or reduction.
- 11.2 Upon receipt of a notice of termination, or reduction the Fundholder must:
- (a) stop work as specified in the notice;
 - (b) take all available steps to minimise loss resulting from that termination or reduction;
 - (c) in the case of reduction in the scope of the Award, continue work on any part of the Award not affected by the notice; and
 - (d) immediately repay to the Research Foundation so much of the Funds not spent or acquitted to the satisfaction of the Research Foundation as relate to any part of the Award affected by the notice as at the date of the notice.
- 11.3 In the event of reduction in the scope of the Award, the Research Foundation's obligation to pay Funds shall abate proportionately to the reduction in the Award.
- 11.4 The Research Foundation is not liable to pay any other amount in respect of a termination or reduction under clause 11.

12. Termination and suspension

- 12.1 Where:
- (a) the Research Foundation is reasonably satisfied that any of the terms and conditions of this Agreement have not been complied with by the Fundholder;
 - (b) the Research Foundation is reasonably satisfied that the terms of **clause 2.1(a)** or **clause 2.1(e)** have not been complied with by the Fundholder;
 - (c) the Research Foundation, by notice in writing, requests the Fundholder to take action to implement an expected outcome specified in the Schedule and, after one month from the date of the notice, the Fundholder has failed to take that action;
 - (d) the Research Foundation is reasonably satisfied that any statement made in the Application is incorrect or incomplete in a way which would have affected the original decision to approve the Funds;
 - (e) the Research Foundation is not reasonably satisfied that the purposes and activities of the Fundholder or the Award Recipient remain compatible with the objectives of the Award;
 - (f) the Fundholder, in the reasonable opinion of the Research Foundation, fails to adequately comply with its reporting obligations under **clause 6**;
 - (g) the Fundholder is using the Funds for purposes other than the relevant Award;
 - (h) the Research Foundation may, in its absolute discretion, by notice in writing given to the Fundholder:

- (i) terminate either a relevant Award or this Agreement; or
- (ii) suspend or reduce payment of the Funds, pending a review by the Research Foundation of the future performance of the Award.

12.2 Where the Research Foundation terminates an Award or this Agreement under **clause 12.1**, the Research Foundation shall not be obliged to pay to the Fundholder any outstanding amount of the Funds.

13. Recovery of funds

13.1 If at any time the Research Foundation is reasonably satisfied that any part of the Funds has been expended or committed by the Fundholder other than in accordance with this Agreement, the Research Foundation may recover that amount as a debt due to the Research Foundation.

13.2 If the Fundholder, in the reasonable opinion of the Research Foundation, fails to adequately comply with its reporting obligations under **clause 6**, the Research Foundation may recover, as a debt due to the Research Foundation, so much of the Funds as the Research Foundation considers reasonable, having regard to the decreased usefulness of the Award to the Research Foundation for:

- (a) analysis of the conduct and outcomes of the Award; and
- (b) further policy initiatives, and in this regard, the Fundholder acknowledges that the reports to be provided pursuant to this Agreement provide substantial value to the Research Foundation as a source of information for these purposes.

13.3 The Research Foundation may, following the submission of any report, or following the time that Financial Acquittal was due to be submitted under **subclause 6.3**, whichever is the earlier, recover from the Fundholder as a debt due to the Research Foundation any part of the Funds which:

- (a) the Research Foundation is not reasonably satisfied has been expended in accordance with this Agreement; or
- (b) remains unexpended.

14. Use of information

14.1 The Research Foundation reserves the right to publicise and report on the awarding of Funding to the Fundholder. The Research Foundation may do this by including general information about the Fundholder, the Funds, title and a brief description of the Award in media releases, general announcements about the Funding and in annual reports.

15. Dispute Resolution

15.1 Before resorting to external dispute resolution mechanisms (except for urgent interlocutory relief) the Parties must attempt to settle by negotiation any dispute in

relation to this Agreement, including by referring the matter to persons who may have authority to intervene and direct some form of resolution.

- 15.2 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.
- 15.3 Notwithstanding the existence of a dispute, the Fundholder must continue to perform its obligations under this Agreement.

16. Notices

- 16.1 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 Schedule under Item G [Notices] or such other address as a Party may notify the other party from time to time.
- 16.2 A notice, request or other communication will be deemed to be received:
- (a) if delivered by hand, upon delivery;
 - (b) if sent by pre-paid ordinary post, upon the expiration of seven (7) Working Days after the date on which it was sent;
- or
- (c) if transmitted electronically, upon receipt by the sender of an acknowledgment that the communication has been properly transmitted to the recipient.

17. Definitions and interpretation

17.1 Definitions

In this document unless the context otherwise requires:

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

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

“Application” means the application that was lodged with the Research Foundation and given the application number that appears at Item D;

“Approved Budget” means the budget approved by the Research Foundation, as specified in Item E;

“Award” means the award type and description of award undertaken by the Award Recipient as specified in Item A;

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

“Award Purposes” means the purposes for which the Funds are provided as specified in the Application identified in Item D;

“Award Recipient” means the person specified in Item B in respect of whom the Funds are provided and may also be the Fundholder; and **“Award Recipients”** means, as the context requires, each of the Award Recipients identified in the Schedules to this Agreement;

“Chief Operating Officer” means an authorized officer with principal responsibility for accounting and financial management within the Institution, or another person nominated by the Institution who is a qualified public accountant.

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

“Fundholder” means an Institution or Award Recipient;

“Funds” means funds provided by the Research Foundation for the Award, as specified in Item E;

“Institution” means the institution or organization or entity referred to at the commencement of this Agreement and in Item D of the Schedule;

“Institutional Approvals” means the statements of compliance and ethics clearances that the Institution or Award Recipient is required to obtain for the performance of the Award Purposes.

“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 and includes all rights to apply for registration of such rights;

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

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

“Research Foundation” means Cerebral Palsy Alliance Research Foundation Inc;

“Research Grants Program” means the research award and scholarship program operated by the Research Foundation;

“Research Results” means any material documents or software of any nature, including any Award Material, that is created or arises as a result of the Award or any research undertaken which in any way relates to the Award.

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

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

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

- 17.2 Except where the context otherwise requires:
- (a) words importing a gender include any other gender;
 - (b) words in the singular number include the plural and words in the plural number include the singular;
 - (c) clause headings are for convenient reference only and have no effect in limiting or extending the meaning of the provisions to which they refer;
 - (d) where any word or phrase is given a defined meaning, any other form of that word or phrase has a corresponding meaning; and
 - (e) a reference to a person or body includes a partnership and a body corporate or body politic.
- 17.3 The Schedules and any document attached to them by reference or otherwise shall be deemed to be substantive parts of, and be construed in accordance with, this Agreement.
- 17.4 This Agreement may be executed in any number of counterparts. All of such counterparts taken together shall be deemed to constitute one and the same Agreement.
- 17.5 Where any conflict arises between the terms and conditions contained in the clauses of this Agreement and any part of a Schedule (and attachments if any), the terms and conditions of the clauses prevail.
- 17.6 Where any conflict arises between any part of a Schedule and any part of an attachment, the Schedule prevails.
- 17.7 This Agreement comprises the entire agreement between the parties in relation to its subject matter.
- 17.8 No variation of this Agreement shall be legally binding on either party unless executed in the same manner as this Agreement.
- 17.9 If a party does not exercise (or delays in exercising) any of its rights under this Agreement or at law, that failure or delay does not operate as a waiver of those rights.

Schedule

(Note references are to clauses in the Agreement)

A. TYPE OF AWARD

Project Grant [or] Career Development Grant

The purposes of the Grant are to:

- Encourage researchers with diverse perspectives to build and maintain careers in the field of cerebral palsy research
- Facilitate basic science, epidemiological and clinical research into cerebral palsy

B. AWARD RECIPIENT

(Insert Name of recipient)

C. PERIOD OF GRANT

Start date: (usually 1 March but can differ to reflect a random grant?)

End date: (end of term – varies, 1 year, 5 years etc ...)

Date by which Award must commence: (Date usually 3months after start date)

D. AWARD PURPOSES

Fundholder: Insert Name of Institution

Application ID: (the CPA number assigned at the beginning of the application)

E. GRANT PAYMENTS and REPORTING

Total Grant amount is: AUD\$ + applicable GST

N.B. For international payments: all grants are awarded in Australian dollars only and will be subject to the currency exchange rate at the point of bank transfer; GST does not apply.

Grant Payments are scheduled:

Year	Report due	Payment due
2018	Payment made upon receipt of signed Agreement	March 2018: AUD\$
		September 2018: AUD\$
2019	28 February 2019 Progress & Financial Report	March 2019: AUD\$
		September 2019: AUD\$
2020	28 February 2019 Progress Report & Financial Report	March 2020: AUD\$
		September 2020: AUD\$

2019	Final Report and Final Financial Acquittal	N/A
-------------	--------------------------------------------	-----

NB: It is the responsibility of the administering institute to issue an invoice to Research Foundation, Cerebral Palsy Alliance for the amounts detailed above when scheduled. Grant payments will only be paid upon receipt of an invoice and scheduled financial reports and progress reports.

F. REPORTING

(clause 6) – Please refer to Section E above.

G. NOTICES

Research Foundation, Cerebral Palsy Alliance:

Zoe Burrell
 Executive Administration
 CPA Research Grants
 PO Box 6427, Frenchs Forest, NSW 2086

T: 02 9975 8061
 E: cparesearchgrants@cerebralpalsy.org.au

Institution:

Name of Administrator:
 Title of Administrator:
 Name of Institution:
 Address of Institution:

T:
 E:

Award Recipient Name:
 Project Title: (Application ID:)

Executed as an Agreement:

Signed on behalf of **Cerebral Palsy Alliance Research Foundation Inc** in the presence of:

Title:

Witness

Print name

Print name

Date:

Date:

Signed on behalf of
in the presence of:

Title:

Witness

Print name

Print name

Date:

Date: