**The Health Administration Corporation**

**ABN 45 100 538 161**

**and**

**[full legal name of Organisation]**

**[ACN/ABN]**

**FUNDING AGREEMENT: GRANT**

**Funds for NSW PhD Scholarship Program (2017)**

**FUNDING AGREEMENT – PART A**

This is a Funding Agreement between the NSW Health Entity and the Organisation as listed in the below Details on the terms of:

* + 1. this document including the Details and the Signing Page (**Part A**);
    2. the attached Schedule, including any Additional Conditions (**Part B**);
    3. the attached Standard Terms and Conditions [Version April 2016] (**Part C**); and
    4. any other document identified in the Schedule as forming part of this agreement.

The parties acknowledge and agree to comply with their respective obligations under the Funding Agreement.

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| --- | --- | --- |
| **Funding Agreement Details** | | |
| **NSW Health PhD Scholarship Program**  **[Organisation; application number; name of End Recipient]** | | |
| **Parties** |  |  |
| **NSW Health Entity** | **Name:** | **The Health Administration Corporation** as represented by the **Office for Health and Medical Research** |
|  | **Address** | Level 11, 73 Miller Street, North Sydney |
|  | **ABN** | 45 100 538 161 |
|  | **Position, name and contact details of Representative** | Dr Antonio Penna |
|  | **Position, name and contact details of Administrative Officer** | Brett Reed |
| **Organisation** | **Organisation Name** | **[full legal name of Organisation]** |
|  | **Business or Trading Name** | [business or trading name, if applicable] |
|  | **Incorporation Details** | Incorporated under [relevant Act] |
|  | **Australian Company Number (ACN) or other Incorporation Number** | [incorporation number of the Organisation] |
|  | **Australian Business Number (ABN)** | [ABN] |
|  | **Position, name and contact details of Representative** | [position, name and contact details of Representative] |
|  | **Position, name and contact details of Administrative Officer** | [position, name and contact details of Administrative Officer] |
| **Date of Agreement** | See Signing Page | |

**Signing Page**

**Executed by the parties as a Deed**

**Date of this Funding Agreement:** is the dateon which it is signed by the last party.

In signing this page the NSW Health Entity and the Organisation acknowledge and agree to be bound by and comply with the Funding Agreement.

**Signatures**

|  |  |
| --- | --- |
| Signed, sealed and deliveredfor and on behalf of the **Health Administration Corporation** as represented by the **Office for Health and Medical Research** ABN 45 100 538 161by its authorised officer:  ................................................................  Printed name of signatory  ................................................................  Position of signatory | ................................................................  Signature  ................................................................  Date |
| in the presence of:  …………………………………………. print name of witness | ................................................................  Witness signature  ................................................................  Date |
| Signed, sealed and deliveredby **[name of Organisation]** ABN [ABN] in accordance with section 127 of the Corporations Act 2001:  ................................................................  Printed name of signatory  ................................................................  Position of signatory | ................................................................  Signature  ................................................................  Date |
| in the presence of:  …………………………………………. print name of witness | ................................................................  Witness signature  ................................................................  Date |

|  |  |
| --- | --- |
| OR  Signed by **[name of authorised representative]** for **[name of Organisation]** ABN [ABN] in the presence of:  ................................................................  Signature of witness  ................................................................  Name of witness  ................................................................  Date | ................................................................  By executing this Funding Agreement the signatory warrants that the signatory is duly authorised to execute this Funding Agreement on behalf of **[name of Organisation]**  ................................................................  Date |

|  |  |
| --- | --- |
| OR  The common seal of **[name of Organisation]** ABN [ABN] is duly affixed in accordance with its constitution in the presence of:  ................................................................  Signature of authorised person  ................................................................  Name of authorised person  ................................................................  Date | ................................................................  Signature of authorised person  ................................................................  Name of authorised person  ................................................................ |

**FUNDING AGREEMENT: Schedule – Part B**

Activity

1. **Activity**
   * + - 1. The NSW Health Entity has established theNSW Health PhD Scholarship Programto:
     1. Attract high quality PhD students that strengthen successful research training programs
     2. Develop the capability and skill of the PhD candidate
     3. Encourage applications from clinicians and health professionals
     4. Build capacity in Health System in areas of identified need: epidemiology, bioinformatics, health economics and biostatistics, implementation science, health workforce, health systems research and ‘omics
     5. Improve efficiencies in the delivery of population health, health services and clinic care in NSW
     6. Provide support to projects that transfer and scale best practice processes
     7. Enhance health and medical research capability within the NSW health systemThe Organisation has applied for, and been awarded, the Funds under this competitive grants program.
        + 1. The NSW Health Entity has agreed to provide the Funds to the Organisation and the Organisation has agreed to accept the Funds on the terms and conditions set out herein.

Project name: [project name]

The purpose or objectives of the Funding Agreement: [description or summary of the objectives, aims and/or purposes of the funding which are to be linked to an Activity or Action Plan described below]

1. **Activity Period**

The Activity Period is from the Activity Commencement Date to the Activity End Date.

Activity Commencement Date: [Commencement Date for Activity]

Activity End Date: [End Date for Activity]

1. **Activity description and any Action Plan**

The Action Plan, including a detailed description of the research and translation activities to be undertaken; the skills development plan; the name of the End Recipient, their intended contribution to the research and translation activities and any planned activities to support them in this role; Milestones and deliverables against which progress can be assessed; and Budget for the Funding Agreement, including any amendments required by the NSW Health Entity, is annexed to this Funding Agreement and marked as Annexure 1.

1. **Compliance with specific Laws, standards, policies and guidelines**

In addition to complying with all Laws in carrying out an Activity, the Organisation agrees to comply with the ethical research policies of the National Health and Medical Research Council, the NSW Health Entity and the Commonwealth Government and its agencies and instrumentalities, particularly those pertaining to human research, including the *Australian Code for the Responsible Conduct of Research 2007,* the *National Statement on Ethical Conduct in Human Research 2007 (Updated May 2015),* the *National Principles of Intellectual Property Management for Publicly Funded Research (adopted April 2013)* and the *NSW Health Privacy Manual for Health Information.*

The Organisation must ensure that all relevant institutional and regulatory ethical approvals are obtained and maintained, if required, for the duration of an Activity.

1. **Subcontracting and Auspicing**

Subcontracting: [details of any agreed “material” subcontracting arrangements, including details of subcontractor]

End Recipient: [name and details of the PhD candidate and their role]

1. **Steering Committees Planning Meetings**

Reporting

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| 1. **Reports** |

The Organisation is required to prepare and submit the following Reports:

* + 1. for the period, and if the Funds is for part of the period, for that part of the period during which the Organisation is required to provide an Activity;
    2. containing the content and in the form and manner specified below; and
    3. otherwise as reasonably requested by the NSW Health Entity from time to time.

The Organisation agrees that the Reports are Confidential Information and agrees to treat the information as confidential in accordance with the Standard Terms and Conditions.

* + 1. **Progress Reports**

The Organisation will provide annual progress Reports on or before 30 October covering the previous financial year.

Each progress Report document must include, but need not be limited to, the following information for that reporting period:

* + - 1. clear summary of an Activity performed in the period, including provided by any subcontractors;
      2. details of progress against the agreed Action Plan;
      3. discussion and statement as to whether the Milestones and deliverables are being met within the anticipated timeframes and an explanation of any delays that have occurred, including reasons for those delays and any action the Organisation proposes to take to address the delay and expected effects (if any) the delay will have on an Activity;
      4. a statement as to whether the project is proceeding within Budget, and if it is not, an explanation of why the Budget is not being met and the action the Organisation proposes to take to address this;
      5. training and professional development received by the End Recipient through participation in an Activity;
      6. the End Recipient’s contribution to an Activity, mentoring and advising of other PhD students, and any other research projects and funding applications of the Organisation; and
      7. any plans to support the ongoing sustainability of the project, including any plans to support the End Recipient and/or an Activity beyond the Activity Period.

The Progress Reports are to be signed by the Organisation’s Representative.

* + 1. **Financial Information**

The Organisation will provide the financial information on or before 30 October of:

* + - 1. the end of each Financial Year in which the Organisation has received, expended or retained Funds under the funding Agreement; and
      2. if requested by the NSW Health Entity, the earlier termination of the Funding Agreement.

The financial information is to include:

* + - 1. (**Acquittal Statement**) an acquittal statement of the Funds for the period to date (or other period specified by NSW Health) that is signed by the Organisation’s Representative stating :
         1. the Funds have been used for the purpose for which they were provided;
         2. where a non-material amount of Funds has been transferred or reallocated in accordance with the Funding Agreement, the reasons for the transfer or reallocation of the Funds or why the Funds were not spent in accordance with the Funding Agreement and how the Funds will be utilised;
         3. all the terms and conditions of the Funding Agreement have been complied with; and
         4. any other matters reasonably required by the NSW Health Entity to meet its financial accountability management and accountability obligations; and
      2. (**Statement of Income and Expenditure**) a detailed statement of income and expenditure of Funds, including, but not limited to, the receipt, use, commitment and other expenditure of the Funds against the agreed Budget.
    1. **Final Report**

Within one (1) month of the Activity End Date or the earlier termination of the Funding Agreement, the Organisation will provide a final Report documenting completion of the project and is to include, but need not be limited to, the following:

* + - 1. a comprehensive report against an Activity and deliverables, including whether the Milestones and deliverables were achieved and, if not, reasons why they were not achieved;
      2. how successful the project was in achieving the project purpose and objectives;
      3. details about any Residual Funds which, unless authorisation has been or is being sought, must be returned to the NSW Health Entity;
      4. any support being provided to the End Recipient beyond the Activity Period;
      5. notification of the End Recipient’s applications for and success in obtaining an NHMRC fellowship or scholarships for the period following the Activity Period; and
      6. any project activities to be completed beyond the Activity Period, including knowledge translation and evaluation, and provisions being made to support the delivery of these activities.

The final report is to be signed by the Organisation’s Representative.

1. **Notifications**

In addition to notifications as set out in the Standard Terms and Conditions, the Organisation is to provide the NSW Health Entity with written notification of the following within the stipulated timeframe:

* + 1. when ethical approval has been obtained for an Activity as soon as practicable;
    2. if an ethical approval has been withdrawn or not renewed during the Activity Period immediately;
    3. if the End Recipient obtains another scholarship during the Activity Period immediately;
    4. if an End Recipient who is employed full-time on an Activity accepts any remuneration from any source other than the Organisation in respect of the End Recipient's work on that Activity without the prior agreement of the NSW Health Entity, as set out in **Item 19 Additional Conditions**: **Additional remuneration**, immediately;
    5. if the End Recipient can no longer carry out an Activity, as set out in **Item 19 Additional Conditions: Discontinuation of End Recipient**, immediately;
    6. if it becomes aware of any delay of six months or more that is likely to occur in relation to the performance of an Activity immediately;
    7. if it ceases to fully comply with any relevant Laws, standards, policies and guidelines immediately; and
    8. if it wishes to transfer the conduct of an Activity to another organisation, as set out in the **Item 19: Additional Conditions:** **Transfer of an Activity**, as soon as practicable.

The NSW Health Entity reserves its rights to exercise powers under clause 12 of the Standard Terms and Conditions in relation to any of the above notifications.

Financial

1. **Funds**

The maximum amount of Funds payable for an Activity is [amount] (exclusive of GST).

Indexation: the Funds are not subject to indexation.

The Organisation is required to ensure that the Funds are held in an Australian bank account: The Organisation’s nominated bank account into which the Funds are to be paid and kept is [bank account details].

1. **Payment Schedule**

Subject to the terms of the Funding Agreement, including that the Organisation has provided an Activity and all Reports in accordance with the Funding Agreement, the Funds will be paid during the Activity Period in the following predetermined quarterly instalments: [instalment dates]

1. **Budget**

The Organisation agrees to spend the Funds for an Activity in accordance with the Budget included in the Action Plan annexed to this Funding Agreement and marked as Annexure 1.

1. **Co-contributions**

The Organisation agrees to make or procure the Co-contributions specified in the Budget and to use the Co-contribution to provide an Activity.

1. **Invoices**

Subject to this Funding Agreement, each payment will be made within 30 days of receipt of a correctly rendered invoice. An invoice is correctly rendered if:

* + 1. it is fully completed and includes the Organisation’s name and ABN, the name of the project, the amount requested, the GST amount, if applicable, and the total amount requested; and
    2. it is signed by a person authorised by the Organisation.

General

1. **Assets**

The Assets to be purchased or leased, if any, are listed in the Budget.

1. **Intellectual Property**

The Organisation must adhere to an Intellectual Property policy, approved by the Organisation’s governing body, that:

* + 1. is congruent with the *National Principles of Intellectual Property Management for Publicly Funded Research (adopted April 2013);* and
    2. has as one of its aims the maximisation of benefits arising from research.

1. **Acknowledgement and Publicity**

The Organisation and, if applicable, the End Recipient, is to acknowledge the funding support of the NSW Health Entity in all publications, promotional and advertising Material, public announcements, products and activities in relation to an Activity;

The acknowledgement is to be in the following form or another form approved by the NSW Health Entity from time to time:

‘Funding to support this research was provided by the NSW Ministry of Health under the NSW Health PhD Scholarship Program.’

Any Material published in respect of an Activity must specify that the contents of the published Material are solely the responsibility of the Organisation or individual authors and do not reflect the views of the NSW Health Entity.

The Organisation will not use the NSW Health logo except with the prior written approval of the NSW Health Entity.

1. **Insurance**
2. The Organisation is required to have and maintain sufficient insurance coverage appropriate to an Activity, including the following:
   * 1. public liability insurance;
     2. professional indemnity insurance; and
     3. workers compensation insurance as required by Law.
3. **Dispute Resolution Officer**
4. The Dispute Resolution Officer is:

Position: Chief Health Officer and Deputy Secretary Population and Public Health, NSW Ministry of Health

1. Name: Dr Kerry Chant PSM
2. Address: Level 11, 73 Miller Street, North Sydney
3. **Additional Conditions**

**End Recipient**

The End Recipient, for the purposes of the NSW Health PhD Scholarship Program, is the PhD candidate who will carry out an Activity.

**Organisation**

The Organisation, for the purposes of the NSW Health PhD Scholarship Program, is the host organisation that will employ and support the End Recipient to carry out an Activity.

**Other obligations of the Organisation**

For an Activity, the Organisation must:

* + 1. ensure the provision of the assistance, resources, facilities and services specified in the Action Plan or necessary for the efficient and timely conduct of that Activity including, as relevant to that Activity:
       1. accommodation (e.g. a laboratory and office that is suitably equipped and furnished for that Activity);
       2. access to a basic library collection, standard reference materials and funding for abstracting services;
       3. provision of computers, including laptops, and basic computing facilities such as printers, word processing and other standard software;
       4. use of photocopiers, telephones, mail, fax, email and internet services; and
       5. professional support and mentoring for the End Recipient;
    2. ensure that all other expenses are met as required to support that Activity (including, but not limited to, administration, insurance, rent, taxes, repairs, salaries, communications and utility charges that relate to the Organisation’s business as a whole);
    3. if requested to do so during the Activity Period, participate in, and present at, any annual forum organised by the NSW Health Entity to facilitate research transfer or to inform health policy or practice;
    4. co-operate fully with the conduct of any evaluation of the NSW Health PhD Scholarship Program by responding to questionnaires, requests for interviews, or visits by evaluators (be it the NSW Health Entity or otherwise) to the Organisation’s premises; and
    5. support the End Recipient to meet their obligations as set out below.

**Other obligations of the End Recipient**

For an Activity, the End Recipient must:

* + 1. be available to provide advice to the NSW Health Entity on issues pertaining to their areas of expertise. The NSW Health Entity will provide as much notice as possible in relation to these requests for advice, however the End Recipient acknowledges that such requests may be ad hoc;
    2. be available to serve on public and government boards and committees where their experience and expertise would be of assistance to the board or committee in question, with due regard being given to other demands on their time;
    3. if requested to do so during the Activity Period, participate in, and present at, any annual forum organised by the NSW Health Entity to facilitate research transfer or to inform health policy or practice, and
    4. co-operate fully with the conduct of any evaluation of the NSW Health PhD Scholarship Programby responding to questionnaires or requests for interviews.

**Additional remuneration**

The Organisation must ensure that the End Recipient, if employed full-time on an Activity, does not accept any remuneration from any source other than the Organisation in respect of the End Recipient's work on that Activity without the prior agreement of the NSW Health Entity. In this clause 'remuneration' excludes income generated from the exploitation of Intellectual Property rights in an Activity's Existing Material.

**Success under other researcher support programs**

An End Recipient may not be in receipt of another scholarship during the Activity Period.

**Discontinuation of End Recipient**

Where an End Recipient is unable to perform, or to continue to perform, all or part of an Activity, the NSW Health Entity may request that the Organisation arrange for a replacement End Recipient who is acceptable to the NSW Health Entity, to perform all or part of that Activity at no additional cost to the NSW Health Entity and the Organisation must promptly comply with any such request. If the NSW Health Entity does not consider an Activity viable without the contribution of a particular End Recipient who ceases to perform all or part of an Activity, or if the NSW Health Entity does not consider, in its discretion, that the replacement End Recipient arranged by the Organisation is appropriate, the NSW Health Entity may take action under clause 12 of the Standard Terms and Conditions.

**Alleged Misconduct**

In addition to the definition provided in the Standard Terms and Conditions, Alleged Misconduct also includes research misconduct, as defined in the *Australian Code for the Responsible Conduct of Research.*

**Provision of access to data and publications**

If required by the NSW Health Entity, the Organisation must deposit any publication resulting from an Activity that is a research Activity, 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) in accordance with the timeframe reasonably requested by the NSW Health Entity having regard to the public nature and public purpose of the Funds.

Any research outputs from an Activity that is a research Activity that have been, or will be, deposited in such a repository by the due date for the next non-financial Report must be identified in that next non-financial Report.

**Transfer of an Activity**

If the Organisation wishes to transfer the conduct of an Activity to another organisation the Organisation must notify the NSW Health Entity of the application to transfer the conduct of that Activity to another organisation and provide such details of the proposed transfer as the NSW Health Entity may reasonably request.

In response to the Organisation’s notification under this **Additional Condition: Transfer of an Activity**, the NSW Health Entity reserves the right, in its absolute discretion:

* + 1. to suspend or terminate this Funding Agreement under clause 12 of the Standard Terms and Conditions; or
    2. to approve the transfer of the conduct of that Activity and impose such conditions on that approval as it sees fit, including:
       1. the transfer of any Unspent Funds to the new organisation;
       2. to the extent possible, the transfer of any Assets purchased utilising the Funds to the new organisation; and/or
       3. the execution of a new agreement in relation to the ongoing conduct of that Activity by the new organisation.

If the NSW Health Entity approves the transfer of the conduct of an Activity to another organisation, the Organisation agrees to:

* + 1. do all necessary things and sign all necessary documents to give effect to an approval by the NSW Health Entity for the transfer; and
    2. do all things reasonably required by the NSW Health Entity to facilitate the smooth and orderly transfer of the management and operation of that Activity to the new organisation as directed by the NSW Health Entity within the timeframe reasonably specified by the NSW Health Entity, including the transfer of any Unspent Funds and the transfer of any Assets.

**FUNDING AGREEMENT: Standard Terms and Conditions – Part C**

The Standard Terms and Conditions [Version April 2016] are attached here.

**FUNDING AGREEMENT: Annexure 1** – Action Plan

[Action Plan]