



Research Grant Agreement

Health and Wellbeing Queensland

[Insert Recipient name]

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Research Grant Agreement

INSTRUCTIONS FOR USING THIS DOCUMENT **(TO BE DELETED BEFORE SENDING TO RECIPIENT):**

This document is a template Research Grant Agreement for funding grants under the GenQ Health and Wellbeing Impact Grants Scheme and Health and Wellbeing Translational Grants Scheme.

Add Recipient name to front cover page.

Optional or variable text is **highlighted in yellow**. HWQId should **delete all highlighting** before the document is sent to the Recipient.

Date

Parties Health and Wellbeing Queensland ABN 95 443 756 818 (HWQId)

 [Insert name and ACN/ABN of Recipient] (Recipient)

Background

- A. HWQId has established the Health and Wellbeing Grants Program (the **Program**) which is part of HWQId's Generation Queensland (GenQ) initiative, an intergenerational opportunity to improve the health and wellbeing of Queenslanders, especially children.
- B. The Recipient plans to **[insert brief description of the project eg. undertake research into x, y, z]**, as further described in the definition of "Project".
- C. The Recipient and the Collaborators will contribute their respective cash and non-cash/in-kind contributions (if any) specified in this Agreement to assist in carrying out the Project.
- D. HWQId has agreed to provide the Funding to the Recipient for the Project on the terms of this Agreement.

Agreed terms

1. Definitions and interpretation

1.1 In this Agreement, unless the contrary intention appears:

Agreement means this agreement document and any schedules or attachments to it;

Agreement Start Date means the date this Agreement is signed by the last Party to sign this Agreement;

Approved Subcontractor means a subcontractor of the Recipient for which prior written consent is given by HWQId;

Asset means the items of property (if any) specified in the Budget;

Authorised Officer means authorised representative of the Recipient;

Background Material means Material, other than Project Material, that is disclosed, provided or made available by or on behalf of a Party for the purpose of carrying out the Project, whether before or after the date of this Agreement;

Budget means the budget for the Project in item 8 of Schedule 1 or, if no details are provided in item 8, means the budget set out in the Grant Application;

Business Day means a day that is not a Saturday, Sunday or public holiday in Brisbane;

Claim includes any claim, action, suit, proceeding, demand, liability, obligation for any cost, loss, injury, damage or expense of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent, whether at law, in equity, under statute or otherwise;

Collaborator means each person identified in Item 10 of Schedule 1;

Collaboration Agreement means an agreement between the Recipient and each Collaborator as further described in this Agreement;

Confidential Information of a Party (**Discloser**) means information in any form that is disclosed by or on behalf of the Discloser directly or indirectly to the other Party or its Personnel (**Disclosee**) that:

- (a) is by its nature confidential; or
- (b) is designated or marked by the Discloser as confidential; or
- (c) the Disclosee knows or ought to know is confidential,

and includes the terms of this Agreement but does not include information which:

- (d) is or becomes public knowledge other than by breach of this Agreement or any other confidentiality obligation;
- (e) the Disclosee can demonstrate was already in its possession or was independently developed by the Disclosee; or
- (f) the Disclosee receives from a third party, except through breach of a confidentiality obligation;

Conflict of Interest means having an interest (whether personal, financial or otherwise) which conflicts, or may reasonably be perceived as conflicting, with the ability of the Recipient (or Collaborator) to perform its obligations under this Agreement (or a Collaboration Agreement) fairly and objectively;

Contact Officer means the person specified as the contact officer for each Party in Item 1 of Schedule 1 or as otherwise notified to the other Party from time to time;

Contributions means those cash and non-cash/in-kind contributions made, or to be made to the Project by the Recipient and each Collaborator (if applicable) in accordance with the Contribution Schedule;

Contribution Schedule means the tables attached as Schedule 3 to this Agreement;

Deliverable means:

- (a) anything supplied or required to be supplied or achieved by the Recipient under this Agreement;

- (b) Project Material; or
- (c) an Asset;

Eligible Project Expenses means those expenses:

- (a) identified as eligible expenses in the Grant Guidelines;
- (b) approved as part of the Grant Application; or
- (c) included as part of the Budget,

but excludes expenses related to ineligible grant activities or identified as ineligible expenditure in the Grant Guidelines;

Final Report means a report presented in a format notified by HWQld to the Recipient from time to time, which includes the information specified in Item 2 of Schedule 5;

Financial Acquittal Report means a report presented in a format notified by HWQld to the Recipient from time to time, which includes the information specified in Item 4 of Schedule 5;

Force Majeure Event means fire, explosion, cyclone, hurricane, mudslide, flood, ionising radiation, earthquakes, war (declared or undeclared), armed conflict, terrorism, riot, droughts declared as a state of emergency, nuclear contamination and high seas inundation, but excluding:

- (a) any of the above events or occurrences which occurs or arises (directly or indirectly) as a result of the action of the Recipient or its Personnel or inaction of the Recipient or its Personnel and that inaction constituted a failure by the Recipient or its Personnel to act in accordance with industry practice; or
- (b) any of the above events or occurrences to the extent that it could have been reasonably avoided or mitigated by the Recipient.

Funding means the amount of funding (or part thereof) payable by HWQld for the Project as specified in Item 7 of Schedule 1;

Grant Application means the grant application submitted by the Recipient to HWQld and as approved by HWQld attached at Schedule 6;

Grant Guidelines means the guidelines for the relevant Grant Scheme as published or otherwise made available by HWQld;

Grant Scheme means one of the following:

- (a) GenQ Health and Wellbeing Impact Grants Scheme; or
- (b) Health and Wellbeing Translational Grants Scheme,

as specified in Item 2 of Schedule 1.

GST has the meaning given in the GST Legislation and includes any amount payable under or in accordance with the "GST equivalent" payments under the *GST and Related Matters Act 2000 (Qld)* or equivalent legislation;

GST Legislation means A New Tax System (Goods and Services Tax) Act 1999 (Cth);

infringement of Intellectual Property Rights includes unauthorised acts which would, but for the operation of section 163 of the *Patents Act 1990* (Cth), section 96 of the *Designs Act 2003*

(Cth), section 183 of the *Copyright Act 1968* (Cth) and section 25 of the *Circuit Layouts Act 1989* (Cth), constitute an infringement;

Intellectual Property Rights means all intellectual property rights, including but not limited to, the following rights:

- (a) patents, copyright, rights in circuit layouts, designs, trade marks (including goodwill in those marks) and domain names;
- (b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and
- (c) all rights of a similar nature to any of the rights in paragraphs (a) and (b) which may subsist in Australia or elsewhere,

whether or not such rights are registered or capable of being registered;

Key Personnel means the persons named in item 9 of Schedule 1;

Law means any law (including statute, regulation, by-law, ordinance or subordinate legislation, the common law and rules of equity) as applicable from time to time in Australia;

Losses means liabilities, expenses, losses, damages and costs (including legal costs on a full indemnity basis, whether incurred by or awarded against a Party);

Material means any thing in any form, including:

- (a) information, including know-how, data, methods, processes, techniques, algorithms, methodology, findings and conclusions;
- (b) documents, including any reports, user manuals, user guides, operations manuals, specifications, training materials, instructions; and
- (c) the subject matter of Intellectual Property Rights.

Moral Rights means the moral rights granted to creators under the *Copyright Act 1968* (Cth), and any similar rights existing under foreign laws;

NHMRC means National Health and Medical Research Council;

Party means HWQld or the Recipient as the context requires;

Payment Claim means a claim for payment including the information and material set out in Schedule 4;

Permitted Purposes means:

- (a) in the case of the Recipient, the purposes of performing this Agreement;
- (b) in the case of HWQld:
 - (i) the lawful objectives or functions of HWQld;
 - (ii) the purposes of this Agreement; and
 - (iii) the purposes for which Intellectual Property Rights licensed by the Recipient under this Agreement may be exercised;

Personal Information has the meaning given in the *Information Privacy Act 2009* (Qld);

Personnel means an employee, agent, officer, director, volunteer, contractor, subcontractor or other authorised representative of a Party;

Progress Report means a report presented in the format as notified by HWQld to the Recipient from time to time, and which includes the information specified in Item 1 of Schedule 5;

Project means the project described in Item 3 of Schedule 1 and includes the supply or of the Deliverables;

Project Commencement Date means the date specified in Item 4 of Schedule 1;

Project Completion Deadline means the date specified in Item 5 of Schedule 1;

Project Manager means the person identified in Item 6 of Schedule 1;

Project Material means any Material created or developed by or on behalf of the Recipient or its Personnel:

- (a) during the course of, or as a consequence of the Project; and
- (b) otherwise in the course of performing this Agreement,

and includes Material created or developed by or on behalf of a Collaborator or its Personnel;

Record includes any agreement, report, financial statement, transaction record and operating record relating to the Project, including all information and material necessary to prepare a Report or Payment Claim;

Report means a Progress Report, a Final Report, an Update Report or a Financial Acquittal Report as specified in Schedule 5;

Special Condition means any special condition forming part of this Agreement as set out in Item 12 of Schedule 1;

Standards means:

- (a) relevant industry standards and codes of practice; and
- (b) applicable requirements, guidelines, standards, statements and codes published or made available by the NHMRC from time to time, including on the NHMRC website;

Term has the meaning in clause 2;

Update Report means a report presented in a format notified by HWQld to the Recipient from time to time, which includes the information specified in Item 3 of Schedule 5.

1.2 In this Agreement:

- (a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

- (a) if more than one person is identified as the Recipient, then that expression refers to them, and the obligations of the Recipient under this Agreement bind them, jointly and severally;
- (b) "**person**" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;

- (c) a reference to a document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (d) a word importing the singular includes the plural (and vice versa) and a word indicating a gender includes any other gender;
- (e) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (f) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (g) a reference to the Recipient or any other person includes the person's executors, administrators, successors and permitted assigns, including persons taking by way of novation, in the case of a trustee, includes a substituted or an additional trustee;
- (h) a reference to a document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (i) a reference to a Party, clause, schedule, exhibit, attachment or annexure is a reference to a Party, clause, schedule, exhibit, attachment or annexure to or of this Agreement and a reference to this Agreement includes all schedules, exhibits, attachments and annexures to it;
- (j) "includes" in any form is not a word of limitation; and
- (k) a reference to "\$" or "dollar" is to Australian currency.

1.3 If any part of this Agreement conflicts with any other part, that part higher in the following list shall take precedence to the extent of the inconsistency:

- (a) the Special Conditions;
- (b) the clauses of the Agreement;
- (c) the Schedules (excluding the Grant Application);
- (d) the Grant Guidelines; and
- (e) the Grant Application.

2. Term

This Agreement commences on the Agreement Start Date and continues until completion of the Project, or earlier termination of the Agreement (**Term**).

3. The Project

3.1 Status of the Recipient

The Recipient must be, and maintain its status as, a NHMRC Administering Institution.

3.2 Conduct of Project

The Recipient must:

- (a) subject to clause 3.3(c), commence the Project by the Project Commencement Date;

- (b) conduct the Project:
 - (i) in accordance with this Agreement and applicable Laws and the Standards (if any);
 - (ii) with due care and skill and meeting standards of professional care and diligence of the industry to which the Recipient belongs;
 - (iii) using Key Persons performing the roles in Schedule 1;
- (c) perform the Project and deliver the Deliverables in accordance with the timeframes in Schedule 2; and
- (d) complete the Project by or before the Project Completion Deadline;
- (e) provide the Recipient's Contribution, and ensure that each Collaborator provides the relevant Contributions (if applicable) to the Project in accordance with the Contribution Schedule and the funding principles in the Grant Guidelines;
- (f) ensure that the Project, Recipient and Collaborators (if applicable) remain eligible according to the eligibility criteria in the Grant Guidelines;
- (g) comply with HWQld's reasonable requests, directions and requirements; and
- (h) not do anything or become involved in any situation which, in the reasonable opinion of HWQld, reflects unfavourably on HWQld, the State of Queensland, and/or the Project.

3.3 **Research involving humans**

Where the Project includes research involving humans, the Recipient:

- (a) must obtain and maintain any statement of compliance or ethics approval required to conduct the Project, including as required by the National Statement on Ethical Conduct in Human Research 2007 (updated 2018) (**Ethics Approval**);
- (b) must, where applicable, comply with the National Safety and Quality Health Service (NSQHS) Standards, specifically the Clinical Governance Standard and Partnering with Consumers Standard; and
- (c) must not commence the Project until Ethics Approval has been obtained.

3.4 **Collaboration with others**

- (a) The Recipient must enter into a Collaboration Agreement with each relevant Collaborator for the Term including provisions that are consistent with this Agreement, and do not impede or prevent the Recipient from complying with this Agreement.
- (b) The Recipient must provide a copy of the executed Collaboration Agreement(s) to HWQld on request.

3.5 **Disclosure of material issues**

The Recipient must promptly notify HWQld:

- (a) of the amount, source and purpose of any additional funds received from a third party for meeting the costs of the Project;

- (b) if the Recipient is unable to carry out the Project within the monetary limit of the Funding or by the Project Completion Deadline;
- (c) of any termination or withdrawal of a Collaborator from the Project;
- (d) of any matter that may affect the Recipient's or a Collaborator's eligibility under the Grant Guidelines;
- (e) of any allegation of misconduct or dishonesty concerning the Recipient or its Personnel; or
- (f) of any other matter that the Recipient reasonably considers may affect the Recipient's ability to carry out the Project or meet any of the obligations under this Agreement.

4. Payment of Funding

4.1 Payment Claims

The Recipient may give HWQId a Payment Claim after satisfactory completion of the Project activities and delivery of the Deliverables for which a Funding instalment is payable.

4.2 HWQId's obligations

HWQId will pay the Funding to the Recipient:

- (a) in instalments, in the amounts and subject to the Recipient performing the Project and delivering the Deliverables in accordance with the timeframes in Schedule 2; and
- (b) within 30 days of receiving a valid Payment Claim.

4.3 Effect of breach on payment of instalments

- (a) If the Recipient breaches any term of this Agreement, HWQId may do any or all of the following:
 - (i) not pay the Recipient any Funding until the breach is remedied to the satisfaction of HWQId;
 - (ii) by notice to the Recipient, require the Recipient to repay any Funding that is unspent;
 - (iii) vary the amount of Funding; and
 - (iv) terminate the Agreement in accordance with clause 22.
- (b) If HWQId exercises its right under clause 4.3(a)(ii), then the Recipient must, within 20 Business Days of receipt of the notice, repay the relevant Funding.
- (c) HWQId's obligation to pay an instalment of the Funding is subject to all information contained in the Grant Application and all Reports being complete, accurate and not misleading.

4.4 Suspension of Funding

If, in HWQId's reasonable opinion, the Recipient:

- (a) is (or one of its personnel is) affected by an unresolved Conflict of Interest, or a Collaborator is, (or one of its personnel is) affected by an unresolved Conflict of Interest; or
- (b) has failed to comply with an obligation under this Agreement,

HWQId may suspend payment of all or part of the Funding to the Recipient for a period of time and on specified conditions as notified by HWQId, until HWQId's conditions are met to its reasonable satisfaction.

4.5 **No further obligation**

- (a) The Recipient acknowledges that HWQId is under no obligation to provide additional funding or assistance of any kind for the Project other than strictly in accordance with this Agreement.
- (b) The Recipient is responsible for acquiring and/or providing any Personnel, additional funds, services, premises, materials or equipment in excess of the Funding, and which is required to carry out or complete the Project.

5. **Personnel**

- (a) Each Party must nominate a Contact Officer responsible for receiving communications, issuing and signing notices and responding to requests or directions under the Agreement on behalf of that Party.
- (b) The Recipient will ensure the Project Manager is available to discuss and answer questions HWQId has about the Project.

6. **Use of the Funding**

6.1 **Expenditure of Funding**

The Recipient must, and must ensure that any Collaborator, uses the Funding:

- (a) only for the purposes of the Project and in accordance with this Agreement;
- (b) only on Eligible Project Expenses incurred on or after the Project Commencement Date; and
- (c) in accordance with the Budget.

6.2 **Misapplied Funds**

- (a) If the Recipient (or Collaborator) uses the Funding other than in accordance with this Agreement (**Misapplied Funds**):
 - (i) HWQId may, by notice to the Recipient, require the Recipient to repay the Misapplied Funds; and
 - (ii) If HWQId exercises its right under clause 6.2(a)(i), then the Recipient must, within 10 Business Days of receipt of the notice, repay the relevant Funding.
- (b) Nothing in this clause 6.2 affects the accrued rights or remedies of HWQId, including the right to terminate this Agreement in accordance with clause 22.

6.3 **Unspent Funds**

If, on expiry or termination of the Agreement, there remains an amount of the Funding that has not been acquitted or spent by the Recipient (or Collaborator) in accordance with the terms of this Agreement (**Unspent Funds**), then:

- (a) the Recipient must repay the Unspent Funds to HWQId within 10 Business Days of expiry or termination of the Agreement; and
- (b) notwithstanding clause 6.3(a), HWQId may by written notice, consent to the Recipient retaining all or part of the Unspent Funds and, if HWQId so consents, the Recipient must expend the Unspent Funds for an approved purpose on terms and conditions agreed in writing by HWQId (including as contained in the notice from the HWQId).

7. Reporting

- (a) The Recipient must provide the following to HWQId:
 - (i) the Reports in item 11 of Schedule 1; and
 - (ii) any other information or material about the Recipient, the Project, the Funding or any other matter in connection with this Agreement as requested by HWQId within a reasonable time following HWQId's request.
- (b) To the extent any Report or information provided to HWQId pursuant to this clause 7 comprises or contains Personal Information, the Recipient must obtain all written consents necessary for the Recipient and HWQId to use and disclose the Report or information for the Permitted Purposes.

8. Records

The Recipient must:

- (a) keep and maintain complete and accurate Records for the Project including, without limitation:
 - (i) records that allow the audit of all Project costs (including Eligible Project Expenses) incurred by the Recipient;
 - (ii) records that show any funding and Contributions made to the Project (including the source, amount and timing of such funding and Contributions);
 - (iii) records that track the Project activities, progress of the Project and all steps undertaken by the Recipient for the purposes of meeting its obligations under this Agreement; and
 - (iv) any other records relating to the Project which are reasonably required by HWQId from time to time,in secure storage for at least 7 years after the expiry or termination of the Agreement ; and
- (b) comply with any additional recordkeeping obligations specified in this Agreement.

9. Audit and access

- (a) The Recipient will give, and will procure that its Personnel give, upon at least 14 days' written notice and during normal business hours, full and free access and

reasonable assistance to HWQld, its Personnel and nominated auditors to documentation, material and the Recipient's Personnel to enable HWQld to verify that the Recipient is complying with its obligations under this Agreement.

- (b) When accessing premises and/or records in accordance with clause 9(a) HWQld will use its best endeavours to minimise interference to the Recipient and the conduct of the Project, and will comply with all reasonable security and workplace health and safety requirements.

10. Subcontracting

- (a) The Recipient may not subcontract any part of its obligations under this Agreement except to an Approved Subcontractor.
- (b) The Recipient remains responsible to HWQld for the performance of this Agreement including any obligations subcontracted to Approved Subcontractors, and must do all things reasonably necessary to give effect to this Agreement.
- (c) The Recipient is and will remain liable to HWQld for the acts, defaults or omissions of any Approved Subcontractor as if those acts, defaults and omissions were those of the Recipient.

11. Taxes and duties

- (a) Where GST is payable by an entity in relation to a supply that it makes under or in connection with this Agreement, and the consideration for that supply excludes GST, the party providing the consideration will pay an additional amount equal to the GST when any part of the consideration is first payable.
- (b) Except as provided by this clause 11, the Recipient must pay all taxes, duties and charges imposed or levied in connection with the performance of this Agreement.

12. Assets

- (a) If the Budget includes the purchase of Assets, this clause 12 applies.
- (b) The Recipient must be the legal and beneficial owner of any Asset purchased either in whole or in part with use of the Funding.
- (c) The Recipient must:
 - (i) only use an Asset in accordance with this Agreement and consistent with the purposes of the Project; and
 - (ii) maintain at its expense:
 - A. all Assets in good working order; and
 - B. registration and licensing of the Assets, if applicable.

13. Confidential information

13.1 No disclosure or use without authority

Subject to clause 13.2, the Disclosee must keep Confidential Information of the Discloser confidential and not, without the prior written consent of the Discloser:

- (a) disclose the Confidential Information or permit it to be disclosed to any person; or

- (b) use the Confidential Information other than for the Permitted Purposes.

13.2 Exceptions

- (a) The Disclosee may disclose Confidential Information of the Discloser:
 - (i) to the following persons (**Permitted Recipients**):
 - A. to a professional adviser, financial adviser, banker, financial or auditor if that person is obliged to keep the information confidential;
 - B. to any of its Personnel who are bound to keep information confidential and to whom is it necessary to disclose the information;
 - (ii) to comply with the Law, or a requirement of a regulatory body (including any relevant stock exchange), in which case the Disclosee must, if practicable, notify the Discloser prior to making the disclosure;
 - (iii) to comply with the Disclosee's obligations, or to exercise rights, under this Agreement;
 - (iv) in the case of HWQld, to:
 - A. HWQld's Research Advisory Committee;
 - B. any department, agency, authority, or Minister (including their personal and departmental advisers) of the Queensland or Commonwealth governments;
 - C. the Parliament or a Committee of the Parliament of the State of Queensland;
 - D. any person, where disclosure is consistent with established governmental policies, procedures or protocols or for public accountability purposes.
- (b) The Recipient agrees that HWQld may publicly disclose:
 - (i) the name of the Recipient and Collaborators;
 - (ii) a description of the Project; and
 - (iii) details of the Funding provided under this Agreement.

13.3 Breaches of confidentiality

If a Party becomes aware of a suspected or actual breach of this clause 13 by that Party or its Permitted Recipients, the Party will immediately notify the other Party.

13.4 Return of Confidential Information

The Disclosee will, upon demand by the Discloser, return or destroy (at the Discloser's discretion) Confidential Information and copies of Confidential Information, except for any Confidential Information required to be retained by Law or the rules of any stock exchange.

14. Privacy

- (a) If the Recipient collects or has access to Personal Information, the Recipient must:

- (i) comply with those parts of Chapter 2 of the *Information Privacy Act 2009* (Qld) that are applicable to HWQld in relation to the discharge of the Recipient's obligations under this Agreement, as if the Recipient was HWQld;
 - (ii) not use Personal Information other than for the purpose of performing the Project, unless required or authorised by Law;
 - (iii) not disclose Personal Information without HWQld's prior written consent, unless required or authorised by Law;
 - (iv) not transfer Personal Information outside of Australia without HWQld's prior written consent;
 - (v) ensure that all of its Personnel who have access to Personal Information comply with the obligations in this clause 14;
 - (vi) cooperate with HWQld to enable HWQld to respond to applications for access to, or amendment of a document containing an individual's Personal Information, and to privacy complaints; and
 - (vii) comply with such other directions and guidelines as HWQld reasonably notifies the Recipient from time to time.
- (b) The Recipient must immediately (and in any event within 24 hours) notify HWQld if the Recipient becomes aware of any breach or suspected breach of clause 14(a) or any loss, any unauthorised access, use, modification or disclosure, or any other misuse of Personal Information, provide all reasonable assistance requested by HWQld.

15. Intellectual Property

15.1 Ownership

- (a) This Agreement does not affect ownership of Intellectual Property Rights in Background Material.
- (b) Intellectual Property Rights in Project Material vest in or are assigned to the Recipient on creation.

15.2 Licenses

- (a) The Recipient grants HWQld an irrevocable, perpetual, non-exclusive, royalty free, worldwide licence (including the right to sublicense), to exercise Intellectual Property Rights in:
 - (i) the Project Material;
 - (ii) Background Material, including as part of Project Material (including any future development of it),
 for HWQld's non-commercial purposes.
- (b) If HWQld requests, the Recipient must promptly provide HWQld with a copy of the Project Material.

15.3 Warranties

The Recipient warrants that:

- (a) the Deliverables, and HWQId or another person authorised by or in accordance with this Agreement using or performing other acts in accordance with this Agreement in connection with a Deliverable, does not infringe the Intellectual Property Rights or Moral Rights, or breach the confidence, of any person; and
- (b) it has the necessary rights to grant the licences as provided in this clause 15.

15.4 Moral Rights

To the extent any individuals have Moral Rights in Project Material, the Recipient will procure consents or waivers from each individual substantially in the form required by HWQId, acting reasonably.

16. Acknowledgement of HWQId

16.1 The Recipient must acknowledge the Program and the Funding received from HWQId:

- (a) in any public statements and promotional materials about the Project; and
- (b) in accordance with any additional requirements reasonably requested by HWQId.

16.2 Before the Recipient may release a public statement or publish promotional material in any media about the Project, the Recipient must:

- (a) at least 10 Business Days before the proposed statement or publication, provide to HWQId a copy of the proposed statement or publication; and
- (b) comply with all requests, amendments or conditions that HWQId may reasonably require by written notice to the Recipient.

17. Liability

17.1 Release

To the full extent permitted by Law, the Recipient releases HWQId and its Personnel from all actions, claims, proceedings or demands and in respect of any loss, death, injury, illness or damage (whether personal or property, and whether special, direct, indirect or consequential, including consequential financial loss) arising from or in connection with the Project or this Agreement.

17.2 Limitation of liability

To the extent permitted by Law, the liability of HWQId to the Recipient under or in connection with this Agreement is limited in aggregate to the amount of the Funding.

17.3 No liability for consequential loss

HWQId and its Personnel will not in any circumstances (including for negligence) be liable for any loss of revenue, loss of profit, loss of anticipated savings or business, loss of bargain, loss or denial of opportunity (including opportunity to enter into or complete arrangements with third parties), loss of production, loss of data or goodwill or credit, loss of reputation or future reputation or publicity, loss of use, loss of interest, damage to credit rating or any indirect or consequential loss, whether arising in contract, tort (including negligence) or otherwise, in connection with this Agreement.

18. Indemnity

18.1 Indemnity

The Recipient indemnifies HWQId and its Personnel against Losses arising out of or in connection with:

- (a) any act or omission by the Recipient, its Personnel or a Collaborator in connection with this Agreement, where there was fault on the part of the person whose conduct gave rise to the Loss;
- (b) any breach of this Agreement by the Recipient or its Personnel;
- (c) breach of the Collaboration Agreement by the Collaborator or its Personnel;
- (d) any negligent, unlawful, wilfully wrong or fraudulent act or omission of the Recipient, or its Personnel or a Collaborator (including the Collaborator's Personnel);
- (e) any personal injury or death or loss of or damage to tangible property to the extent caused or contributed to by the negligence, breach or other wrongful act or omission of the Recipient, its Personnel or a Collaborator (including the Collaborator's Personnel); or
- (f) any actual or alleged infringement of any Intellectual Property Rights or Moral Rights by any person arising out of or in connection with the Project.

18.2 Contribution

The Recipient's liability to indemnify HWQId and its Personnel under clause 18.1 will be reduced proportionally to the extent that any negligent act or omission or breach of this Agreement by HWQId or its Personnel contributed to the Loss.

18.3 No limitation

Rights under this clause 18 are in addition to any other rights.

19. Insurance

19.1 The Recipient must effect and maintain the insurances for the types, amounts and for the periods as follows:

No.	Type of insurance	Minimum amount	Duration
1	Workers' compensation	As required by law	During the Term
2	Public liability	\$20M per occurrence with no aggregate limit	During the Term
3	Professional indemnity	\$1M per occurrence and in the aggregate per annum	During the Term and for 7 years after the expiry or termination of the Agreement

19.2 The Recipient must give copies of the certificates of currency for the insurance policies required by clause 19.1 to HWQId:

- (a) before commencing any work in relation to the Project;
- (b) otherwise within 10 Business Days of a written request by HWQId to do so.

20. Delay

- (a) The Recipient must take all reasonable steps to minimise delay in completing the Project.

- (b) If the Recipient becomes aware that:
 - (i) it will not be able to perform the Project or deliver a Deliverable in accordance with the timeframes in Schedule 2; or
 - (ii) the progress of the Project will be substantially delayed, for reasons other than Force Majeure,

the Recipient must provide HWQId with a written notice within 10 Business Days of becoming so aware which describes:

 - (iii) the reasons for the delay, the impact of the delay on the progress of the Project, the actions (if any) the Recipient has taken or intends to take to address the cause of the delay; and
 - (iv) if applicable, the projected date by which the Project activity will be performed or the Deliverable will be delivered.
- (c) Nothing in this clause 20 shall affect the right of HWQId to terminate this Agreement in accordance with its terms.

21. Force majeure

- (a) If a Party (**Affected Party**) is prevented from or delayed in performing their obligations (other than to pay money) because of a Force Majeure Event, the Affected Party must:
 - (i) notify the other Party as soon as possible after the Force Majeure Event occurs; and
 - (ii) do all things necessary to mitigate and/or remove the effects of the Force Majeure Event.
- (b) Notice of a Force Majeure Event must include:
 - (i) the full particulars of the Force Majeure Event;
 - (ii) the effect of the Force Majeure Event on the Affected Party's performance of their obligations;
 - (iii) the anticipated period for which the Force Majeure Event will continue; and
 - (iv) the action the Affected Party intends to take (if any) to mitigate or remove the effect of the Force Majeure Event.
- (c) Subject to compliance with clauses 21(a) and 21(b), the Affected Party is not liable for any failure to perform or a delay in performing its obligations (other than an obligation to pay money if that failure or delay has been caused by a Force Majeure Event.
- (d) If the Affected Party is prevented from or delayed in performing its obligations because of a Force Majeure Event for at least 20 Business Days, either Party may terminate this Agreement by 30 days written notice to the other Party.

22. Termination

22.1 Termination for convenience

- (a) HWQld may terminate the Agreement in whole or in part for convenience, by giving the Recipient at least 30 days written notice.
- (b) If this Agreement is terminated by HWQld under clause 22.1(a), the Recipient will be entitled to the reasonable stranded costs (if any) incurred by the Recipient that are directly attributable to the termination and cannot be mitigated or avoided by the Recipient
- (c) HWQld's obligation to pay reasonable costs under this clause 22.1 is limited to the amount of the Funding.

22.2 Termination for breach

HWQld may immediately terminate this Agreement in whole or in part by written notice to the Recipient if:

- (a) the Recipient commits a material breach of this Agreement;
- (b) the Recipient breaches this Agreement and:
 - (i) the breach is not capable of being cured; or
 - (ii) the breach is capable of being cured, but the Recipient fails to remedy the breach within 10 Business Days after receiving a notice requiring it to do so; or
- (c) the Recipient:
 - (i) notifies HWQld that it is unable or unwilling to commence or continue with the Project;
 - (ii) fails to carry out the Project in accordance with this Agreement;
 - (iii) uses or applies any part of the Funding other than in accordance with this Agreement;
 - (iv) fails to refund Misapplied Funds following receipt of a notice, in accordance with clause 6.2;
 - (v) disposes of the whole or any part of its assets, operations or business other than in the ordinary course of business;
 - (vi) is or admits in writing that it is, or is declared to be, or is taken under any applicable law to be (for any purpose), insolvent or unable to pay its debts;
 - (vii) becomes subject to any form of external administration;
 - (viii) enters into an arrangement with the Recipient's creditors or otherwise takes advantage of any laws in force in connection with insolvent debtors;
 - (ix) is wound up, voluntarily or involuntarily;
 - (x) amends its constitution or operations, that results in the Recipient no longer being eligible for the Funding or no longer able to comply with this Agreement;
 - (xi) fails to resolve a Conflict of Interest in accordance with clause 24.

22.3 Pre-existing rights and survival

- (a) Termination or suspension of this Agreement does not affect any accrued rights or remedies of a Party.
- (b) Clauses 1, 6.2, 6.3, 7, 8, 9, 11, 13, 14, 15, 16, 17, 18, 19, 22, 25, 26, 27 and any Special Conditions survive termination or expiry of this Agreement for any reason.

22.4 Consequences of termination

- (a) On receipt of a notice under clause 22.1 or 22.2, the Recipient must cease carrying out its obligations in relation to the part of the Agreement that has been terminated.
- (b) If the Term or the scope of the Project has been reduced, HWQld may vary the Funding in accordance with the reduce scope of the Term or Project.
- (c) Within 3 months after the termination of this Agreement, the Recipient must deliver the following to HWQld:
 - (i) all Reports and documents due under this Agreement as at the date of termination; and
 - (ii) a Final Report.

22.5 Transition

The Recipient must, on request, provide all assistance requested by HWQld to facilitate the smooth transition of any relevant information, knowledge, systems or Assets from the Recipient to HWQld or to a third party nominated by HWQld, including (if requested by HWQld) development of and compliance with a transitional plan.

23. Warranty

23.1 The Recipient represents and warrants to HWQld that:

- (a) the representations and information contained in the Recipient's application for Funding are true, correct and do not contain any material omissions;
- (b) If at any time the Recipient's becomes aware that representations or information contained in the Recipient's application is no longer true and correct, or does contain a material omission, the Recipient will immediately notify HWQld;
- (c) it will obtain at its own cost all necessary consents, licences and authorisations to perform its obligations under this Agreement.

23.2 To the full extent permitted by law, HWQld excludes all conditions and warranties not expressly stated in this Agreement.

24. Conflict of Interest

- (a) The Recipient warrants that, except as notified to HWQld prior to the Agreement Start Date, neither the Recipient, the Recipient's Personnel nor any Collaborator, has or is likely to have a Conflict of Interest.
- (b) If a Conflict of Interest arises during the Term the Recipient will immediately notify HWQld and will promptly consult with HWQld to agree steps to resolve or otherwise deal with the Conflict of Interest. The Recipient must carry out, or must ensure the Collaborator carries out, the agreed steps within a reasonable timeframe to resolve or otherwise deal with the Conflict of Interest. If the Recipient fails to notify or consult with HWQld or carry out the agreed steps within a reasonable time, or the

Conflict of Interest is not capable of resolution, HWQld may suspend or terminate this Agreement in accordance with clause 22.2(c).

25. Dispute resolution

- (a) Subject to clause 25(c), the parties will adhere to the following procedure in relation to disputes arising from this Agreement, prior to the commencement of litigation or other external dispute resolution procedure:
 - (i) The Contact Officer for a party may notify the other of the occurrence of a dispute including its relevant details (**Dispute Notice**) and the Contact Officers will try to resolve the dispute through negotiation.
 - (ii) If the Contact Officers are unable to resolve the dispute within 20 Business Days from the receipt of the Dispute Notice, the dispute will be referred to:
 - A. for the Recipient, the person holding the position of Chief Executive Officer or their authorised delegate (or equivalent); and
 - B. for HWQld, a member of senior management or their authorised delegate, for resolution.
- (b) Notwithstanding the existence of a dispute, the Recipient must (unless requested by HWQld not to do so) continue to perform its obligations under this Agreement.
- (c) Nothing in this clause prevents either Party from commencing court proceedings relating to any dispute arising from this Agreement at any time where that Party seeks urgent interlocutory relief, or if an authority of the Commonwealth, a State or Territory is investigating a breach or suspected breach of the Law by the Recipient or Collaborators.

26. Notices

- (a) Any notice or other communication to be given under this Agreement must be:
 - (i) in writing, in English and authorised by the sender; and
 - (ii) hand delivered, sent by prepaid post prepaid express post, courier service or email to the recipient's address set out in Item 1 of Schedule 1 or any substitute address the recipient may notify the sender for the purposes of this clause.
- (b) A notice given in accordance with clause 26(a) takes effect when it is taken to be received (or at a later time specified in it), and is taken to be received:
 - (i) if delivered by hand or courier, on delivery;
 - (ii) if sent by pre-paid post, on the 5th Business Day after posting;
 - (iii) if sent by email, on the date recorded on the device from which the party sent the email, unless the sending party receives an automated message that the email has not been delivered,

provided that, if a notice is delivered, sent or emailed after 5.00 pm on any day, it will be deemed to be delivered, sent or emailed on the next Business Day.

27. General provisions

- 27.1 **Variation:** Except as provided otherwise by this Agreement, this Agreement may only be varied by written agreement signed by both Parties.
- 27.2 **Assignment and novation:** The Recipient may not assign, transfer or novate any of its rights or obligations under this Agreement with the prior written consent of HWQld. HWQld may assign, transfer or novate any of its rights or obligations under this Agreement to any other part of the Queensland government on written notice to the Recipient.
- 27.3 **Costs:** Each party must pay its own costs of negotiating, preparing and executing this Agreement.
- 27.4 **Entire Agreement:** This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.
- 27.5 **Further action:** Each Party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this Agreement and any transaction contemplated by it.
- 27.6 **Governing law and jurisdiction:** This Agreement is governed by the law of the State of Queensland and the Parties agree to submit to the jurisdiction of the courts of the State of Queensland.
- 27.7 **No merger:** The rights and obligations of the Parties under this Agreement do not merge on completion of any transaction contemplated by this Agreement.
- 27.8 **Relationship**
- (a) The Parties must not represent themselves, and must ensure that their Personnel do not represent themselves, as being an officer, employee, partner or agent of the other Party, or as otherwise able to bind or represent the other Party.
 - (b) This Agreement does not create an employment, fiduciary, agency, partnership or joint venture relationship between the Parties or their Personnel.
 - (c) The Recipient must not, and must ensure that its Personnel do not, represent to any person that HWQld is a party to the Project (other than as a financial contributor) or has guaranteed the performance or fulfilment of the objectives of the Project.
- 27.9 **Severability:** A term or part of a term of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of the terms of this Agreement continue in force.
- 27.10 **Waiver:** Waiver of any provision of or right under this Agreement must be in writing signed by the party entitled to the benefit of that provision or right and is effective only to the extent set out in any written waiver.

Schedule 1 – Details

1.	Party details:	<p>HWQId:</p> <p>Party Name: Health and Wellbeing Qld</p> <p>ABN: 95 443 756 818</p> <p>Street Address: 139 Coronation Drive, Milton, QLD 4064</p> <p>Contact Officer: [insert]</p> <p>Postal Address: [insert]</p> <p>Telephone: [insert]</p> <p>Email: [insert]</p> <p>Recipient:</p> <p>Party Name: [insert]</p> <p>ABN/ACN: [insert]</p> <p>Street Address:</p> <p>Contact Officer: [insert]</p> <p>Postal Address: [insert]</p> <p>Telephone: [insert]</p> <p>Email: [insert]</p>
2.	Grant Scheme: (clause 1.1)	[Insert GenQ Health and Wellbeing Impact Grants Scheme or Health and Wellbeing Translational Grants Scheme]
3.	Project: (clause 1.1)	[Insert details of the Project]
4.	Project Commencement Date: (clause 1.1)	<p>[Insert date the Project must start based on Grant Scheme, ie:</p> <ul style="list-style-type: none"> for GenQ Health and Wellbeing Impact Grants Scheme, insert "within 3 months after the Agreement Start Date" for Health and Wellbeing Translational Grants Scheme, insert "within 3 months after the Agreement Start Date"]
5.	Project Completion Deadline: (clause 1.1)	[Insert date by which Project must be completed]
6.	Project Manager	<p>Name: [insert]</p> <p>Postal Address: [insert]</p> <p>Telephone: [insert]</p> <p>Email: [insert]</p>
7.	Amount of Funding (exclusive of GST): (clause 1.1)	\$(insert)
8.	Budget: (clause 1.1 & 6.1)	[If the budget in the Grant Application will apply, leave this section blank. If a different budget will apply insert the details here]

9.	Key Personnel: (clause 3.1)	<p>[insert details for each person]</p> <table border="1"> <thead> <tr> <th>Title</th> <th>Name</th> <th>Role or duties</th> </tr> </thead> <tbody> <tr> <td>Project Manager</td> <td>[insert]</td> <td>Day to day management and oversight of the Project.</td> </tr> <tr> <td>Contact Officer</td> <td>[insert]</td> <td>As specified in clause 5.</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Title	Name	Role or duties	Project Manager	[insert]	Day to day management and oversight of the Project.	Contact Officer	[insert]	As specified in clause 5.			
Title	Name	Role or duties												
Project Manager	[insert]	Day to day management and oversight of the Project.												
Contact Officer	[insert]	As specified in clause 5.												
10.	Collaborators: (clause 1.1)	<p>[Insert, for each Collaborator:</p> <p>Name:</p> <p>Address:</p> <p>Key Contact:</p>												
11.	Reports: (clause 7)	<table border="1"> <thead> <tr> <th>Report</th> <th>Due date(s)</th> </tr> </thead> <tbody> <tr> <td>Progress Report</td> <td>On or before each relevant date in Schedule 2.</td> </tr> <tr> <td>Final Report</td> <td>On or before the date specified in Schedule 2, or if no date is specified, on completion of the Project.</td> </tr> <tr> <td>Financial Acquittal Report</td> <td>Within 3 months after the expiry or termination of the Agreement.</td> </tr> <tr> <td>[Insert any other reports required eg Update Report]</td> <td>[Insert timing to provide the report. For an Update Report add the following text (or similar) "Within 20 Business Days of a request by HWQld, which can be made at any time in the 2 year period following expiry or termination of the Agreement. HWQld may only exercise its right to make a request for an Update Report once during that period"]</td> </tr> </tbody> </table>	Report	Due date(s)	Progress Report	On or before each relevant date in Schedule 2.	Final Report	On or before the date specified in Schedule 2, or if no date is specified, on completion of the Project.	Financial Acquittal Report	Within 3 months after the expiry or termination of the Agreement.	[Insert any other reports required eg Update Report]	[Insert timing to provide the report. For an Update Report add the following text (or similar) "Within 20 Business Days of a request by HWQld, which can be made at any time in the 2 year period following expiry or termination of the Agreement. HWQld may only exercise its right to make a request for an Update Report once during that period"]		
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12.	Special Conditions: (clause 1.1)	<p>[insert if relevant.</p> <p>If the Budget includes a significant or valuable Asset, the following clauses could be added:</p> <p>(a) In respect of a Major Asset, the Recipient must:</p> <ul style="list-style-type: none"> (i) maintain all appropriate insurances for the Major Asset to its full replacement cost; (ii) if the Major Asset is lost, damaged or destroyed, promptly reinstate the Major Asset including from the proceeds of insurance; (iii) not Dispose of, encumber, use as a security or otherwise deal with the Major Asset without the prior written approval of HWQld. If the Recipient Disposes of the Major Asset contrary to that prohibition, HWQld may, in its discretion, 												

		<p>reduce the Funding by the value of the disposed Major Asset.</p> <p>(b) In paragraph 12(a):</p> <p>(i) Dispose means to sell, licence, lease or sublease, or to otherwise transfer or give up ownership, or enter into an agreement to do any of the preceding acts and 'Disposal' means the method of so disposing; and</p> <p>(ii) Major Asset means each of the following: [insert list]</p>
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Schedule 2 – Project and Payment Plan

NO	PROJECT ACTIVITIES	DELIVERABLES	DUE DATE	PAYMENT (EXC GST)	GST AMOUNT	PAYMENT (INC GST)
1	[insert the relevant activities to be performed by the Recipient]	[Insert the deliverables to be provided and outcomes to be achieved by the Recipient. This may include a requirement for the Recipient to provide a Progress Report or a Final Report]	[insert the date by which the Recipient must perform the activities, provide the deliverables or achieve the outcomes]	\$(insert)	\$(insert)	\$(insert)
2						
3						
4						
5						
6						
7						
			Total	\$(insert)	\$(insert)	\$(insert)

Schedule 3 – Contributions

[Insert details of the Recipient's Contribution, if any, including date(s) to provide such contribution. Amend the tables as required. If there is no Recipient Contribution, delete the table]

RECIPIENT contributions	Cash	Date to provide	In-kind	Date to provide	Total
Year 1 total					
Year 2 total					
Year 3 total					
PROJECT TOTAL					

[Insert total Collaborator Contributions (if any) to the Project. Amend the table as required. If there are no Collaborator Contributions, delete the table]

COLLABORATORS' total contributions	Cash	In-kind	Total
Year 1 total			
Year 2 total			
Year 3 total			
PROJECT TOTAL			

[Insert details of each Collaborator's Contribution, if any, including date(s) to provide such contribution. Amend the and add additional tables as required. If there are no Collaborator Contributions, delete the table]

COLLABORATOR contributions – [insert Collaborator name]	Cash	Date to provide	In-kind	Date to provide	Total
Year 1 total					
Year 2 total					
Year 3 total					
PROJECT TOTAL					

Schedule 4 – Information and material required for Payment Claims

- S4.1 A valid tax invoice for the amount of that Funding being claimed (plus GST).
- S4.2 A brief report signed by an Authorised Officer setting out, as relevant:
- (a) the payment or instalment number;
 - (b) a description of the Project activities performed and Deliverables delivered;
 - (c) the total expenditure by the Recipient on the Project claimed as Eligible Project Expenses to date;
 - (d) the amount of any unspent Funding;
 - (e) the reason why the unspent Funding has not been spent;
 - (f) a prediction of when the Recipient expects that the unspent Funding will be spent; and
 - (g) any adverse matter which may materially affect the Project or the Recipient.
- S4.3 Evidence of expenditure on the Project in the form of an official financial statement showing expenditure claimed as Eligible Project Expenses.
- S4.4 Details and evidence of the amount and type of financial contribution made by the Recipient and each of the Collaborators to the Project.
- S4.5 A declaration signed by the Authorised Officer testifying as to the truth and veracity of the information submitted in support of the claim.
- S4.6 Any other information and material reasonably requested by HWQld relating to the Project.

Schedule 5 – Information for Reports

Item 1— Progress Reports

A Progress Report must be in the format as notified or amended from time to time by HWQId and must include any other information and material reasonably requested by HWQId from time to time.

Item 2 — Final Report

The Final Report must include a report signed by the Authorised Officer setting out:

- (a) an outline of the work on the Project from the Agreement Start Date to the date of completion of the Final Report;
- (b) evidence of the Project's completion;
- (c) an evaluation of the Project's success, including:
 - (i) a summary of the key achievements of the Project;
 - (ii) an outline of how the Project has contributed to the objectives of the Program as set out in the Grant Guidelines;
 - (iii) a summary of the ongoing impact of the Project; and
- (d) any other information and material reasonably requested by HWQId.

Item 3 — Update Report

An Update Report shall include any information pertaining to the Project (including any Deliverable) that is reasonably requested by HWQId. The Recipient is only required to provide information which:

- (a) is readily available to the Recipient;
- (b) can be obtained using the Recipient's reasonable endeavours; and
- (c) is not subject to obligations of confidentiality owed to any third parties.

Item 4 — Financial Acquittal Report

The Financial Acquittal Report must be a report signed by the Authorised Officer which includes:

- (a) information accounting for how the Funding has been spent:
 - (i) on Eligible Project Expenses; and
 - (ii) otherwise in accordance with the Budget;
- (b) details and evidence of the amount and type of financial contribution made by the Recipient and each of the Collaborators to the Project;
- (c) the amount of any unspent Funding; and
- (d) any other information and material reasonably requested by HWQId.

Schedule 6 – Grant Application

[to be inserted/attached prior to Agreement finalisation]

Executed as an agreement.

Agreement by Recipient

Executed by [insert Recipient name and ABN]
in accordance with section 127 of the
Corporations Act 2001 (Cth):

Signature of director

Signature of company secretary/director [*delete
position as appropriate*]

Full name of director who states that they are a
director of [insert Recipient name and ABN]

Full name of company secretary/director [*delete
position as appropriate*] who states that they are
a company secretary/director [*delete position as
appropriate*] of [insert Recipient name and
ABN]

Date

Date

Agreement by HWQId

**Executed by Health and Wellbeing
Queensland ABN 95 443 756 818** by its
authorised representative:

Signature of authorised representative

Signature of witness

Full name of authorised representative

Full name of witness

Date