



## AUSTRALIAN FLORA FOUNDATION INC.

### RESEARCH GRANTS – CONDITIONS OF AWARD

To be eligible for an Australian Flora Foundation Research Grant a project must first be approved by the Scientific Committee of the Foundation. Research Grants are awarded by the Council of the Foundation.

All awards made by the Foundation and grants accepted by the Grantee are subject to the following conditions.

#### DEFINITIONS

‘**Council**’ refers to the Council of the Australian Flora Foundation.

‘**Grantee**’ refers to the principal applicant for the grant for which an award has been made.

‘**Institution**’ refers to the institution that has accepted the conditions of the award in writing on behalf of the Grantee.

‘**Responsible officer**’ refers to the administrative head of the institution or their nominee.

‘**Intellectual Property**’ includes all copyright and all rights in relation to inventions (including patents), registered and unregistered trade marks, registered designs and circuit layouts and all other rights resulting from intellectual activity in the industrial, scientific or artistic fields.

‘**Pre-existing Intellectual Property**’ means Intellectual Property Rights in the project:

- (a) which were not specifically created as part of the project (this includes pre-existing Intellectual Property Rights of the Institution and Intellectual Property of third parties); and
- (b) which is identified in writing to the Council as Background Intellectual Property prior to, or contemporaneously with, its disclosure to the Council or which the Council knew, or should have reasonably known from the circumstances, was Pre-existing Intellectual Property.

‘**Developed Intellectual Property**’ means Intellectual Property in the project that is not background Intellectual Property

‘**Foundation**’ refers to the Australian Flora Foundation Inc.

#### GENERAL CONDITIONS

- 1.1 Grants may be awarded to an individual or through an institution. Where an institution is party to an award the conditions imposed on the responsible officer must be met.

- 1.2 The award of a grant is subject to receipt by the Council of the written acceptance of the grant and the conditions of the award by:
  - (a) the Grantee, and
  - (b) the responsible officer of the Institution.
- 1.3 The grant shall be used for the approved project in respect of which it is awarded and shall not be used for any other purpose.
- 1.4 The grant may be terminated by the Council at any time in writing:
  - (a) if in the opinion of the Council the conditions of the grant are not complied with or the project is not carried out with competence and diligence;
  - (b) if the circumstances change wherein satisfactory arrangements cannot be made for continuation of the approved project;
  - (c) on agreement of all parties
- 1.5 The Council shall have the right to make public details of grants awarded and, after consultation with the Grantee, to use information provided in reports required in clause 6 for the promotion of the objectives of the Australian Flora Foundation.

## **2 FINANCIAL PROVISIONS**

- 2.1 The grant shall be paid to either:
  - (a) the Institution which shall administer the funds on behalf of the grantee in accordance with these conditions of the award, or
  - (b) a nominated bank account established solely for the administration of the grant to be administered by the grantee in accordance with these conditions of the award
- 2.2 Grant money will be paid annually in advance provided that:
  - i) payments for second and subsequent years of grant will be subject to receipt by the Council of an annual progress report deemed satisfactory by Council or its nominee, and
  - ii) 10% of the total grant amount will be withheld until the final report as prescribed under condition 6.3
- 2.3 Grant money must be spent in accordance with the allocation to items specified in the approved budget unless the Council grants approval for transfer of funds between items.
- 2.4 GST payments associated with expenditure of the grant should be covered within the total granted funds as approved by the Council.
- 2.5 Grant money will be expended within the duration of the approved term of the grant unless approval of the Council is granted for funds to be carried forward.
- 2.6 Grant money not expended during the term of the grant or grant money not expended at the termination of the grant by the Council at any time, shall be repaid to the Council within three months of the termination of the grant.
- 2.7 All claims on the Foundation must be made by Grantees or administering Institutions within three years from the end of the final year of the project. Any liability of the Foundation for the particular grant will be deemed to be extinguished at the end of this three year period.

- 2.8 Within six months of the end of each twelve months of the grant, and at the termination of the grant, or at such other time as the Council may determine, the Grantee or the responsible officer of the Institution shall provide the Council with a statement of expenditure and commitment of all grant money. These financial statements shall bear a declaration by the Grantee or the responsible officer as to the correctness of the statement.

### **3 PERSONNEL**

- 3.1 The Grantee or persons engaged by the Grantee or by the institution shall not, by virtue of the grant or of any conditions of the award, be in the service or employment of the Foundation and the Grantee or the Institution shall be responsible for affecting all insurances required under Worker's Compensation legislation and for taking all other actions as the employer of persons so engaged.
- 3.2 No commitment shall be given by the Grantee or the Institution to employ persons under the grant unless in accordance with the conditions of the grant and provided that all commitment for expenditure is within the money allocated for this purpose under the grant. Expenditure under this clause shall include all costs of recreation leave, sick leave, superannuation and any other conditions of employment.
- 3.2 Recruitment conditions and appointment conditions shall be:
- (a) in accordance with those of the Institution except as modified by the Council, or
  - (b) in accordance with those approved by the Council.

### **4 EQUIPMENT AND MATERIALS**

- 4.1 The procedures for purchasing, installing, maintaining and insuring items of equipment or material under the grant shall be:
- (a) those of the Institution, or
  - (b) as approved by the Council
- 4.2 Unless the Council otherwise determines, the property in all equipment purchased under the grant will be vested in the Institution. Where the Grantee is not affiliated with an institution, all property purchased under the grant will at the termination of the grant be disposed of as determined by the Council.
- 4.3 The Grantee or any other person engaged in carrying out the approved project shall have first priority in the use and operation of the equipment and the Grantee and the Institution shall so far as practical permit persons authorised by the Council to have reasonable access to the equipment.

### **5 COMMERCIAL AGREEMENTS**

- 5.1 The Council acknowledges that the Institution or Grantee as applicable retains all Pre-existing and Developed Intellectual Property in, and associated with, the project. The Institution or Grantee as applicable acknowledges that the Council is entitled to negotiate a reasonable share of any financial return from the Intellectual Property arising from the project.

- 5.2 The Owner of the Intellectual Property will grant the Council a perpetual, non-exclusive and non-transferable licence to use the Developed Intellectual Property in the project and any Pre-existing Intellectual Property incorporated in any Developed Intellectual Property to the extent necessary to use the Developed Intellectual Property for the Council's use and which is consistent with the purposes of the project.
- 5.3 The Grantee shall notify the Council of any product or processes arising from the project which may be patentable or subject to Plant Breeder's Rights.
- 5.4 Unless otherwise agreed in writing by the Council information arising from projects funded by the Council cannot be subject to any confidentiality agreements. Such agreement will not be unreasonably withheld subject to consideration of condition 5.1.

**6 REPORTS**

- 6.1 All requirements for publication of material arising from the project will be subject to the provision that such publication will not prejudice the rights of the Institution or the parties to patent or apply for Plant Breeders Rights within six months of termination of the grant.
- 6.2 The Grantee shall as such times as required and in such form as approved by the Council furnish to the Council reports on the progress of the work on the approved project.
- 6.3 Within 24 months of the end of the final year of the grant the Grantee shall furnish the Council with a final report of the work on the approved project in such a form as approved by the Council.
- 6.4 When at any time during or after completion of an approved project the Grantee publishes or presents in whatever form any material which relates to the approved project, the Grantee shall acknowledge in the publication or presentation the support of the Australian Flora Foundation.
- 6.5 Unless written notice to the contrary has been received by Council at the time of submission of a report, the Grantee gives copyright permission for the Foundation to publish the report on the Australian Flora Foundation's Website.

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**7. ACCEPTANCE OF AWARD**

Name of principal Grantee:

Title of approved project:

Amount of funds awarded:

Total funds approved \$xxxxxx (this amount includes GST) payable as follows:		
On signing of contract:	\$xxxxxx	available from 1/12/2014
On receipt of a suitable final report:	<u>\$xxxxx</u>	available from 1/1/2016
Total	\$xxxxxx	

The Research Grant offered by the Foundation is accepted subject to the above Conditions of Award.

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Signature of Responsible Officer

.....  
Signature of Grantee

.....  
Name of Responsible Officer

.....  
Date

.....  
Position held in Institution

Name and address of person/institution to whom the cheques should be paid:

.....  
Name of person/institution

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.....  
Address to which the cheques should be posted

Grantees initials .....