Competitive Grants Deed

Innovation in Multicultural Cancer Control Grant

**Cancer Institute NSW ABN 48 538 442 594**

[insert name of Institution] ABN [insert]

Contentsto update table of contents - press F9

[1 Definitions and interpretation 4](#_Toc138229390)

[1.1 Definitions 4](#_Toc138229391)

[1.2 Interpretation 7](#_Toc138229392)

[2 Conduct of the Project(s) 8](#_Toc138229393)

[2.1 Term 8](#_Toc138229394)

[2.2 Conduct 8](#_Toc138229395)

[2.3 Notification 9](#_Toc138229396)

[3 Grant 9](#_Toc138229397)

[4 GST 9](#_Toc138229398)

[5 Use of Grant 10](#_Toc138229399)

[6 Financial reports 11](#_Toc138229400)

[7 Progress/final reports 12](#_Toc138229401)

[8 Access to information by Cancer Institute NSW 12](#_Toc138229402)

[9 Intellectual property 12](#_Toc138229403)

[9.1 Application of clause 12](#_Toc138229404)

[9.2 Background IP 12](#_Toc138229405)

[9.3 Licence to Cancer Institute NSW 12](#_Toc138229406)

[9.4 Project IP 12](#_Toc138229407)

[9.5 IP Warranties 13](#_Toc138229408)

[9.6 Deposit of Project Material 13](#_Toc138229409)

[9.7 Moral rights 13](#_Toc138229410)

[10 Commercialisation of Intellectual Property 13](#_Toc138229411)

[11 Personnel 14](#_Toc138229412)

[12 Acknowledgement and Participation 14](#_Toc138229413)

[13 Confidentiality 15](#_Toc138229414)

[13.1 Obligation of confidence 15](#_Toc138229415)

[13.2 Security and control 15](#_Toc138229416)

[13.3 Return and destruction 15](#_Toc138229417)

[13.4 No release 15](#_Toc138229418)

[14 Privacy 15](#_Toc138229419)

[14.1 Privacy obligations 15](#_Toc138229420)

[14.2 Data breaches 16](#_Toc138229421)

[15 Other funding & transfer of a grant(s) 16](#_Toc138229422)

[15.1 Other funding 16](#_Toc138229423)

[15.2 Transfer of a Grant and Project 16](#_Toc138229424)

[16 Suspension and reduction of Grant 17](#_Toc138229425)

[17 Termination for convenience 18](#_Toc138229426)

[18 Termination for cause 19](#_Toc138229427)

[19 Recovery of Grant 20](#_Toc138229428)

[20 Interest 20](#_Toc138229429)

[21 Liability 21](#_Toc138229430)

[22 Indemnity 21](#_Toc138229431)

[23 Insurance 22](#_Toc138229432)

[24 Disclosure of information by Cancer Institute NSW and publicity 22](#_Toc138229433)

[25 No employment and agency 23](#_Toc138229434)

[26 Institution conduct 23](#_Toc138229435)

[26.1 Conflict of interest 23](#_Toc138229436)

[26.2 Modern Slavery 23](#_Toc138229437)

[27 Adherence to relevant guidelines 24](#_Toc138229438)

[28 Equipment 24](#_Toc138229439)

[29 Continuing obligations 25](#_Toc138229440)

[30 Governing law 25](#_Toc138229441)

[31 Entire agreement 25](#_Toc138229442)

[32 Variation 25](#_Toc138229443)

[33 Waiver 25](#_Toc138229444)

[34 Inconsistencies 25](#_Toc138229445)

[35 Liaison officer 25](#_Toc138229446)

[36 Disputes 26](#_Toc138229447)

[37 Severability and partial termination 26](#_Toc138229448)

[38 Notices 26](#_Toc138229449)

[39 Further documents 27](#_Toc138229450)

[40 Relationship of the parties 27](#_Toc138229451)

[41 Assignment and subcontract 27](#_Toc138229452)

[Schedule 1 - Grant and Project Details 30](#_Toc138229453)

[Annexure A - Grant Summary 36](#_Toc138229454)

[Annexure B - Guidelines 37](#_Toc138229455)

[Annexure C - Funding Communication Policy 38](#_Toc138229456)

**Date Insert Date**

**Between**

**Cancer Institute NSW** ABN 48 538 442 594, a statutory corporation constituted by section 4 of the Cancer Institute (NSW) Act 2003 (NSW) of Level 4, 1 Reserve Road, St Leonards, NSW 2065 (**Cancer Institute NSW**).

[**insert name**] ABN [insert ABN], of [insert address] (**Institution**).

**Recitals**

A The Cancer Institute NSW has established the competitive grants program to deliver the best cancer results for the people of the State of New South Wales.

B The Institution has applied for, and been awarded, the Grant(s) under the competitive grants program.

C The Cancer Institute NSW has agreed to provide the Grant to the Institution and the Institution has agreed to accept the Granton the terms and conditions set out in this deed.

The parties agree

1. Definitions and interpretation
	1. Definitions

In this deed including the Recitals, unless the context otherwise requires:

**Administrative costs** means, in relation to a Project, any costs associated with the performance of the Project(s) of an administrative nature including overheads, staffing, levies, administrative support, information technology services, premises, resources and capital purchases.

**Application** means, in relation to a Grant, the application to the Cancer Institute NSW for funding under the competitive grants program signed by the Institution and referenced at Annexure A.

**Australian Disputes Centre** means the Australian Disputes Centre Limited ABN 87 003 042 840.

**Authorised Person** means in relation to a party:

1. the party;
2. the directors, secretary and any other person appointed to act as an authorised officer of that party;
3. the employees of that party;
4. the legal, financial and other advisers of that party; and
5. the respective officers and employees of those legal, financial and other advisers.

**Background Intellectual Property** or **Background IP** means information, techniques, know-how, software and materials (regardless of the form or medium in which they are disclosed or stored) that are provided by one party to the other for use in relation to this deed which were developed prior to the date of this deed.

**Business Day** means any day other than a Saturday, Sunday or public holiday in New South Wales.

**Cancer Institute NSW Purpose** means any one or more of the following purposes:

1. Cancer Institute NSW verifying and assessing funding proposals, including an Application;
2. Cancer Institute NSW monitoring, reporting on, auditing, publicising and evaluating a Grant or Project;
3. Cancer Institute NSW developing and publishing policies, programs, guidelines and reports;
4. Cancer Institute NSW research and education purposes; and
5. any other activity the Cancer Institute NSW undertakes that gives effect to a function of its responsible Minister or of the Cancer Institute NSW under the Cancer Institute (NSW) Act 2003,

but in all cases excludes commercialisation (being for-profit use) of the Project IP and the Institution’s Background IP (or any of its sub-licensees).

**Chief Financial Officer** means the person from time to time with principal responsibility for accounting and financial management within the Institution.

**Claim** means a claim, action, proceeding, judgment or demand made or brought by or against a party, however arising and whether present, unascertained, future or contingent.

**Commencement Date** means the date that this agreement is signed by the parties to the agreement and exchanged.

**Confidential Information** means Information which :

1. is by its nature confidential;
2. is designated as confidential by the Disclosing Party; or
3. the Receiving Party knows or ought to know is confidential,

but does not include information which:

1. the Receiving Party can prove by contemporaneous written documentation was in the lawful possession of the Receiving Party before the Disclosing Party had any dealings with the Receiving Party or was independently generated by the Receiving Party or on its behalf;
2. is or becomes public knowledge other than by breach of this Agreement; or
3. is in the lawful possession of the Receiving Party without restriction in relation to disclosure before the date of receipt of the information.

**Conflict of Interest** means any conflict of interest that exists or may arise in relation to the Project Lead or any of the Institution's other Personnel involved in the Project engaging in any activity or obtaining any interest that is likely to conflict with or restrict the Project Lead’s or Institution’s performance of the Project independently and fairly.

**Deed** means this deed of agreement including the Schedules and Annexures.

**Disclosing Party** means a party who discloses its Confidential Information to the Receiving Party.

**End Date** means [insert date] or such other date as agreed in writing between the parties.

**Equipment** means any item of property, purchased, leased, hired, financed, created or otherwise brought into existence either wholly or in part with use of the Grant, but excluding real property and Intellectual Property.

**Event of Default** means the circumstances specified in clause 18(a).

**Execution Date** means the date on which the last party signs this deed.

**Funding Communication Policy** means the Cancer Institute NSW Funding Communication Policy as published by the Cancer Institute NSW from time to time, a copy of which as at the date of this deed is set out in **Error! Reference source not found.**.

**Funding Period** means, in relation to a Grant, the funding period specified in the Schedule.

**Grant(s)** means the monies provided by the Cancer Institute NSW for a Project approved by Cancer Institute NSW under this deed and specified in Schedule/s.

**Grant Application** means the grant application lodged by the Project Lead and/or the Institution with Cancer Institute NSW in relation to the Grant.

**GST, Input Tax Credit, Supply** and **Tax Invoice** have the meanings as given in the GST legislation.

**GST legislation** means A New Tax System (Goods and Services Tax) Act 1999, related legislation and any delegated legislation made pursuant to such legislation, as amended from time to time.

**Health Information** has the same meaning as in the Health Records and Information Privacy Act 2002 (NSW).

**Information** means information regardless of form.

**Insolvency Event** means a liquidation or winding up, the appointment of a controller, administrator, receiver, manager or similar insolvency administrator to a party or any substantial part of its assets or the occurrence of any event that has a substantially similar effect to any of the above events.

**Intellectual Property** includes all industrial and intellectual property rights whether created now or in the future, whether recognised in Australia or elsewhere, whether or not they are registered or capable of being registered, including copyright, patents, trade, business or company names, trademarks, designs, trade secrets, know-how, rights in relation to semi-conductors or circuit layouts, plant breeder’s rights and other proprietary rights.

**Interest Rate** means the interest rate as referred to in section 22 of the Taxation Administration Act 1996 (NSW).

**Last date for commencement** means, in relation to a Project, the last date for the commencement of work on the Project specified in the Schedule/s.

**Law** means all statutes, rules, regulations, proclamations, ordinances, by-laws, whether Commonwealth, State, local or otherwise.

**Loss** means any loss, liability, cost, expense, damage, charge, penalty, outgoing or payment, however arising and whether present, unascertained, future or contingent.

**Material** includes all forms of works and subject matter in which Intellectual Property may subsist, created or stored by any means, including documents, data, information, equipment, designs, templates, computer programs, software and applications, products, processes, devices, technologies, information and data.

**Modern Slavery Legislation** means the Modern Slavery Act 2018 (Cth).

**Modern Slavery Offence** means any conduct which would constitute ‘modern slavery’ under the Modern Slavery Legislation and any other conduct or practices which amount to an offence under any of the Modern Slavery Legislation.

**Other Property** means all property that is not Personal Property and all rights in relation to any of that property.

**Personal Information** has the same meaning as in Health Records and Information Privacy Act 2002 (NSW).

**Personal Property** means personal property (as defined in the Personal Property Securities Act and to which the Personal Property Securities Act applies) and all rights in relation to any of that personal property.

**Personal Property Securities Act** means the Personal Property Securities Act 2009 (Cth).

**Personnel** of a party means the officers, employees, volunteers, consultants, contractors (including subcontractors and their personnel) and agents of that party.

**Privacy Legislation** means legislation relating to the privacy of Personal Information and Health Information and which relates to a party including the Health Records and Information Privacy Act 2002 (NSW and includes any directions, regulations, codes of practice and guidelines made under that Act.

**Project** means the community or innovation project as identified in the Schedule/s. **Project Intellectual Property** or **Project IP** means all Intellectual Property in the Project Material.

**Project Lead** means the Project Lead identified in Schedule 1.

**Receiving Party** means a party who receives the Confidential Information from or on behalf of the Disclosing Party.

**Reimbursement Notice** has the meaning given in clause 19(b).

**Project Material** means, in relation to a Project, any Material created or otherwise brought into existence as a result of the Project.

**Security Interest** means:

1. in relation to any Personal Property, a security interest under the Personal Property Securities Act; and
2. in relation to any Other Property, means any right, interest or arrangement in relation to any asset that secures the payment of money or the performance of a debt, obligation or liability or which has the effect of giving a person a preferential interest or priority, including a mortgage, charge, lien, pledge, trust, deposit of money by way of security or flawed asset arrangement, right of set off or assignment of income; and
3. any agreement to create, grant or register any of the above or allow any of the above to exist.

**Third Party IP** means Intellectual Property used in connection with the Project which are not the Institution’s Background IP, Cancer Institute NSW’s Background IP, or the Project IP.

* 1. Interpretation
1. Except where the context otherwise requires:

(i) a reference to legislation (including subordinate legislation) is a reference to that legislation as amended, consolidated, re-enacted or replaced, and includes any subordinate legislation issued under it;

(ii) a reference to a person which has ceased to exist or has been reconstituted, amalgamated or merged, or other functions of which have become exercisable by any other person or body in its place, will be taken to refer to the person or body established or constituted in its place by which its functions have become exercisable;

(iii) where any time limit pursuant to this deed falls on a Saturday, Sunday or Public Holiday in the State of New South Wales then that time limit will be deemed to have expired on the next Business Day;

(iv) where the Institution is comprised of more than one person, each obligation of the Institution will bind those persons jointly and severally and will be enforceable against them jointly and severally;

(v) clause headings are for convenient reference only and are not intended to affect the interpretation of this deed;

(vi) where any word or phrase has a defined meaning, any other form of that word or phrase has a corresponding meaning;

(vii) any reference to a person or body includes a partnership and a body corporate or body politic;

(viii) words in the singular include the plural and vice versa;

(ix) a reference to ‘includes’ or ‘including’ means ‘includes, without limitation’ and ‘including, without limitation’ respectively;

(x) all references to currency or dollars are references to Australian dollars; and

(xi) a reference to any directions, directives, codes of conduct, guidelines, orders, rules, statements of principles or statements of policy means such instruments as amended or revised from time to time.

1. Where there is more than one Grant covered under this Agreement, the terms and conditions of this Agreement apply as if a separate agreement had been entered into in respect of each Grant.
2. Where there is more than one Project covered under this deed, the terms and conditions of this deed apply as if a separate agreement had been entered into in respect of each Project.
3. This deed may be executed in any number of counterparts. All of such counterparts taken together will be deemed to constitute one and the same deed.
4. Conduct of the Project(s)
	1. Term

The rights and obligations of the parties under this deed shall commence on the Execution Date and continue until the end of the latest relevant Funding Period, subject to the terms and conditions of this deed.

* 1. Conduct
1. The Institution must conduct the Project(s) as detailed in the Application and in accordance with the budget specified in the Application (or otherwise as varied from time to time with the agreement of the Cancer Institute NSW) and in accordance with the terms and conditions of this deed.
2. The Institution must ensure that the Project(s) is/are completed within the Funding Period or such other period and in accordance with the project plan and timelines as may be agreed to in writing between the parties.
3. The Institution must, in conducting the Project and using the Grant:

(i) use its reasonable endeavours achieve the expected aims for the Project(s) specified in the Application;

(ii) provide the assistance, facilities and services necessary for the efficient conduct of the Project(s);

(iii) meet the normal overhead and operating expenses of the Institution as required to support the Project(s);

(iv) ensure that all relevant institutional and regulatory ethical approvals are obtained and maintained if required for the duration of the Project(s);

(v) comply with and ensure that the Project Lead:

(A) complies with the applicable guidelines relating to the Application and/or the Project that were in place at the time of submission of the Application to the Cancer Institute NSW;

(B) comply with all applicable standards and Laws in conducting the Project(s) and otherwise in relation to this deed; and

(C) hold all other rights, consents and approvals required to conduct the Project(s) and perform this deed.

* 1. Notification

The Institution must promptly notify the Cancer Institute NSW of:

1. the occurrence of an Event of Default; and
2. any fact, or series of facts, which may affect the ability of the Institution to perform its obligations under this deed or materially affect or change the financial condition of the Institution.
3. Grant
4. The Cancer Institute NSW must pay the Grant to the Institution, in the amount, and in accordance with the timetable set out in the Schedule/s.
5. The Institution acknowledges that, in respect of a Project, it is only entitled to the Grant for that Project and no more than the Grant.
6. Payment of the Grant will only commence after the Cancer Institute NSW has received a duly executed copy of this deed, an invoice (or a Tax Invoice if a taxable Supply) for the first instalment from the Institution.
7. Unless the Institution has obtained the prior written approval of the Cancer Institute NSW to extend the Last date for commencement, work on the Project must commence by the Last date for commencement or this deed may be terminated by the Cancer Institute NSW under clause 18.
8. Payment of any subsequent instalments of the Grant is conditional on the Institution continuing to meet its obligations under this deed.
9. The Institution must promptly inform the Cancer Institute NSW in writing of any delay or suspension or an expectation or anticipation of a delay or suspension of more than six (6) months in the commencement or progress of the Project(s).
10. GST
11. Unless otherwise indicated, all consideration for any supply under this deed is exclusive of any GST imposed in relation to the Supply.
12. If,
	* + 1. despite any other provision of this deed, GST is imposed on any Supply by the Institution to the Cancer Institute NSW under this deed; and
			2. the Cancer Institute NSW, is or will be entitled to receive an Input Tax Credit in relation to that Supply,

the Cancer Institute NSW must pay to the Institution an additional amount equal to the GST imposed on that Supply, at the time and in the manner payment is otherwise payable under this deed in relation to that Supply on receipt of a Tax Invoice.

1. The Institution must be registered under the GST legislation at the time of making any Supply under this deed on which GST is imposed.
2. If the Institution is not registered under the GST legislation as required under the immediately preceding subclause, the Institution will not be entitled to receive any additional amount as provided under this clause and the Cancer Institute NSW will withhold part of the Grant payable at that time if required under the GST legislation.
3. If for any reason the Cancer Institute NSW pays to the Institution an amount under this clause which is more than the GST imposed on the Supply, the Institution must repay the excess to the Cancer Institute NSW on demand or the Cancer Institute NSW may set off the excess against any other amounts due to the Institution.
4. Use of Grant
5. The Institute must only use the Grant for the Project and in accordance with this deed.
6. The Institution must:

(i) deposit the Grant into an interest-bearing bank account controlled solely by the Institution unless it is prohibited from doing so by legislation or Government regulation in which case the control of the bank account must be approved in writing by the Cancer Institute NSW;

(ii) ensure that all interest earned on the Grant is applied to the Project(s) for which the Grant were provided;

(iii) keep proper accounts and records of its receipts and use of the Grant and provide a copy of those accounts and records to the Cancer Institute NSW upon request;

(iv) maintain individual ledgers within the bank account for the Project(s); and

(v) notify the Cancer Institute NSW of the details of that bank account.

1. The Institution must not use the Grant for the purposes of expenditure on any Administrative Costs associated with the Project(s) other than those set out in the budget specified in the Application (or otherwise as varied with the prior written agreement of the Cancer Institute NSW).
2. Subject to clauses 15.2(a) to 15.2(f) of this deed, the Institution must not transfer the Grant designated for a Project to any other programs or projects including, for the avoidance of doubt, any other project that may be covered under this deed.
3. The Institution must not create any Security Interest affecting or relating to the Grant without the prior written consent of the Cancer Institute NSW.
4. The Institution must only expend the Grant in the State of New South Wales unless otherwise detailed in the Application.
5. The Institution must:

(i) ensure that proper accounting controls are exercised over the Project(s) and the Grant(s);

(ii) maintain separate accounting records for all transactions in relation to the Project(s) and Grant(s).

1. Subject to clause 5(i), the Institution must only use the Grant during the Funding Period.
2. The Institution is responsible for ensuring the Project Lead(s) complies with the requirements set out in this clause 5 in relation to the use of the Grant.
3. Upon written request from the Cancer Institute NSW, the Institution must provide to the Cancer Institute NSW documentation to verify the Institution’s compliance with this clause 5.
4. Financial reports
5. The Institution must provide the Cancer Institute NSW with written financial reports on the Project(s) and Grant(s) by the dates specified in the Schedule. The financial report must include:

(i) a financial statement specifying the total Grant received and expended by the Institution;

(ii) any additional information or statements which may be specified from time to time by the Cancer Institute NSW in writing; and

(iii) a declaration by the Chief Financial Officer or his/her delegate certifying the correctness of the particulars provided in the financial report and including a statement that the Grant were expended solely for the purpose of meeting expenditure on the conduct of the Project.

1. If requested, the Institution must provide the Cancer Institute NSW with an audit report on the Project for each year of the Funding Period certified by an independent qualified accountant.
2. Within three (3) months after the conclusion of the relevant Funding Period the Institution must provide the Cancer Institute NSW with a final financial report detailing expenditure on the Grant. The financial report must include:

(i) a categorised financial statement specifying the total Grant received and expended by the Institution;

(ii) any additional information or statements which may be specified from time to time by the Cancer Institute NSW; and

(iii) a declaration by the Chief Financial Officer or their delegate certifying the correctness of the particulars provided in the financial report and including a statement that the Grant(s) were expended solely for the purpose of meeting expenditure on the conduct of the Project.

1. The Institution must provide within 10 Business Days upon written request from the Cancer Institute NSW, and the Cancer Institute NSW, its representatives and its auditor may examine and take copies of, the Institution’s:

(i) financial records and accounts relating to the Grant; and

(ii) any other records reasonably requested by the Cancer Institute NSW to be relevant to the Project or the Grant or the performance of the Institution's obligations under this deed.

1. The Institution must, during the Funding Period and for a period of six (6) years following the expiration or termination of this deed, at times agreed to by the parties but within twenty-eight (28) days of a request from the Cancer Institute NSW, permit the Cancer Institute NSW and/or its nominated auditor access to the Institution's premises, Personnel, data, records, accounts, financial material and other materials relevant to the performance of this deed, for the purposes of conducting an audit.
2. Progress/final reports

The Institution must provide progress reports and a final report on the conduct of the Project(s) by the dates specified in Schedule 1. Progress reports must include:

1. a summary of key outcomes of the Project achieved to date and where applicable, measured against any relevant performance milestones and targets;
2. highlights major breakthroughs and any difficulties encountered; and
3. any additional information specified by the Cancer Institute NSW.
4. Access to information by Cancer Institute NSW

Without derogating from any other rights under this deed, the Institution must provide the Cancer Institute NSW with such information relating to the Project(s)or the Grant(s) as the Cancer Institute NSW reasonably requests for the purpose of auditing and evaluating the Project(s), and must provide access on reasonable terms to all written, electronic and other records (including copies thereof) required to carry out such audit and evaluation.

1. Intellectual property
	1. Application of clause

This clause 9 applies subject to anything to the contrary in the Schedule/s..

* 1. Background IP

Each party shall continue to own the Intellectual Property of their Background IP.

* 1. Licence to Cancer Institute NSW

The Institution grants to the Cancer Institute NSW a permanent, irrevocable, royalty-free, world-wide, non-exclusive licence (including the right of sub-license) to use, reproduce, communicate, modify, adapt and perform any other right (including any right comprising copyright), in respect of the Institution’s Background IP and the Project IP solely for a Cancer Institute NSW Purpose.

* 1. Project IP
1. The parties acknowledge that Institution is, and remains at all times, the owner of the Project IP.
2. The Cancer Institute NSW makes no claim regarding the ownership of the Project IP.
	1. IP Warranties

The Institution warrants that:

1. it has all necessary licences and permissions to use its Background IP, the Project IP and Third Party IP in the Project; and
2. its Background IP, the Project IP and any Third Party IP used in the Project will not infringe any third party’s Intellectual Property.
	1. Deposit of Project Material
3. If required by the Cancer Institute NSW in writing, the Institution must deposit a copy of all Project Material, and any related data (including any publication containing the Project Material), with the Cancer Institute NSW.
4. Any Project Material that has been, or will be, deposited in a repository in accordance with clause 9.6(a) by the due date for a final report for the Project(s), must be identified in that final report.
	1. Moral rights
5. The Institution must hold and obtain written consents from all authors of Project Material to its use and adaptation by the Cancer Institute NSW in accordance with clause 9.3, without restriction and without any requirement to attribute the Project Material to its authors.
6. The Institution must, upon request by the Cancer Institute NSW, provide a copy an author’s consent referred to clause 9.7(a) to the Cancer Institute NSW.
7. Clauses 9.7(a) and 9.7(b) do not apply to any of the Cancer Institute NSW’s Background IP that is incorporated into the Project Material.
8. Commercialisation of Intellectual Property
9. The Institution may only commercialise the Project IP in accordance with this clause 10.
10. If the Institution believes any Project IP has the potential for commercial exploitation including registering a patent or any other registrable right, the Institution must promptly notify the Cancer Institute NSW in writing of the commercialisation opportunity for the Project IP
11. Within 21 days of receiving the notification from the Institution specified in clause 10(a) the Cancer Institute NSW will advise the Institution in writing as to which one of the following financial arrangements will apply in relation to commercialisation of the Project IP:

(i) all of the costs associated with commercialising of the Project IP (including patent and legal costs) will be paid by the Institution. Out of any gross proceeds received by the Institution from commercialising the Project IP, the Institution will pay 10% of all gross commercialisation proceeds to the Cancer Institute NSW, until such time as the Cancer Institute NSW has received an amount equal to the amount of Grant provided under this deed ; or

(ii) such other arrangement agreed between the Cancer Institute NSW and the Institution in writing.

1. Personnel
2. The Institution must ensure that the Project Lead(s) conducts the Project(s) in accordance with this deed.
3. Where a Project Lead is unable to conduct or continue to conduct the Project(s), the Institution must promptly inform the Cancer Institute NSW in writing of the same, in which case the Cancer Institute NSW may:

(i) approve of the substitution of another person to act in place of the out-going Project Lead;

(ii) terminate this deed under clause 18 or reduce or suspend payment of the Grant; or

(iii) take other such action as agreed between the parties.

1. Acknowledgement and Participation
2. The Institution must acknowledge receipt of the Grant and the Cancer Institute NSW in all public statements about the Project including any public announcements, advertising material, websites, research reports or other material produced for distribution by, or on behalf of the Institution in the following form or as otherwise agreed between the parties in writing:

“*This [insert description] project was conducted with the support of Cancer Institute NSW]”.*

1. Neither party will use the logo of the other party without that other party’s written permission.
2. The Institution agrees that if requested to do so during the Funding Period, the Institution will participate in, and present at, any annual forum organised by the Cancer Institute NSW or other NSW Government funding body.
3. The Institution must not and must take all reasonable steps to ensure that the Project Lead does not, during the Funding Period and for a period of 12 months following the end of the Funding Period, make any statements or other public comment in relation to this deed without the prior written consent of the Cancer Institute NSW.
4. Without limiting the application of clause 12(d), if requested to do so by written notice from the Cancer Institute NSW, the Institution must not, and must procure that the Project Lead does not, make any public announcement, press release or other public comment or advertisement of any kind, relating to the Project (the ‘media embargo’). The media embargo will apply:

(i) for the period specified in the notice; or

(ii) if no period or end date is specified in the notice, until such time as the Institution receives written notice from the Cancer Institute NSW specifying that the media embargo imposed by the Government regarding announcing the grants no longer applies.

1. Confidentiality
	1. Obligation of confidence

Subject to clause 24, the Receiving Party must:

1. maintain the confidential nature of the Confidential Information;
2. only disclose Confidential Information;

(i) to an Authorised Person where the Authorised Person has a need to know and after the Receiving Party has made the Authorised Person fully aware of the confidential nature of the Confidential Information;

(ii) with the prior written consent of the Disclosing Party; or

(iii) as required by Law, provided that the Receiving Party must give the Disclosing Party reasonable prior notice of the proposed disclosure;

1. not use the Confidential Information for the Receiving Party’s own or another’s advantage, or to the competitive disadvantage of the Disclosing Party; and
2. not copy or duplicate or allow the copying or duplication of any Confidential Information.
	1. Security and control

The Receiving Party must:

1. take all reasonable proper and effective precautions to maintain the confidential nature of the Confidential Information; and
2. immediately notify the Disclosing Party of any potential, suspected or actual unauthorised access, disclosure, copying or use or breach of this clause 13.
	1. Return and destruction

If requested to do so by the Disclosing Party, the Receiving Party must immediately cease all use of the Confidential Information and must, at its own expense:

1. return to the Disclosing Party or destroy, as the Disclosing Party directs, all Documentation, whether prepared by the Receiving Party or for the Receiving Party as is in the possession, power or control of the Receiving Party or the Receiving Party’s Authorised Persons; and
2. provide to the Disclosing Party a statutory declaration duly executed by the Receiving Party confirming that the Receiving Party has complied with all of its obligations under this clause 13.
	1. No release

Return or destruction of Documentation and Confidential Information does not release the Receiving Party from its obligations of confidence under this clause 13.

1. Privacy
	1. Privacy obligations
2. In performing this deed, each party must:

(i) comply with the Privacy Laws that applies to that party;

(ii) collect, use and disclose Personal Information obtained during the course of performing this deed, only for the purposes of fulfilling its obligations under this deed (as the case may be) and not use or provide such information for direct marketing whether to the benefit of the party or third parties; and

(iii) take all reasonable measures to ensure that Personal Information in its possession or control in connection with this deed is protected against misuse, interference, loss, unauthorised access, modification or disclosure.

* 1. Data breaches

If the Institution becomes aware of a data breach in relation to this deed it must notify the Cancer Institute NSW as soon as possible but not later than five (5) Business Days upon becoming aware if it is aware of an Eligible Data Breach in relation to this deed by providing to the Cancer Institute NSW details of the breach as reasonably requested by the Cancer Institute NSW, including a copy of the notification made by the Institution which must be made under the relevant Privacy Laws.

1. Other funding & transfer of a grant(s)
	1. Other funding
2. Unless otherwise agreed by the Cancer Institute NSW in writing, no Grant will be provided pursuant to the Project(s) where the Institution receives funding for the same or a similar activity from another source including Commonwealth, State, Territory or local government.
3. The Institution agrees to inform the Cancer Institute NSW in writing within 28 days of entering into any arrangement (whether contractual or statutory) under which the Institution is entitled to receive funding from any other source for the same or a similar activity in respect of which the Project(s) are provided.
	1. Transfer of a Grant and Project
4. If the Institution wishes to transfer all or part of a Grant and/or transfer the conduct of the respective Project to another institution, the provisions of this clause will apply.
5. The Institution must notify the Cancer Institute NSW of the application to transfer the Grant and/or transfer the conduct of the Project(s) to another institution and provide such details of the proposed transfer as the Cancer Institute NSW may reasonably request.
6. If the Institute transfers all or a part of the Grant without the prior written consent of the Cancer Institute NSW, the Cancer Institute NSW may, in its absolute discretion:

(i) terminate this Agreement under clause 18; or

(ii) suspend or reduce payment of the Funds.

1. The Institution must not transfer a Grant and/or transfer the conduct of the respective Project unless the Cancer Institute NSW has approved the transfer in accordance with clause 15.2(e).
2. The Cancer Institute NSW may by written notice to the Institution approve the transfer of a Grant and/or the transfer of the conduct of the respective Project to another institution.
3. Cancer Institute NSW may impose conditions on the approval granted to the Institution under clause 15.2(e), and the Institution must comply with any such conditions. The Cancer Institute NSW may impose such conditions on that approval as it sees fit, including:

(i) the transfer of any unexpended amount of the Grant to the new Institution;

(ii) to the extent possible, the transfer of any goods or equipment, in excess of $5,000 purchased utilising the Grant to the new Institution; and/or

(iii) the execution of a new agreement in relation to the ongoing conduct of the Project(s) by the new Institution.

1. Suspension and reduction of Grant
2. If the Institution wishes to suspend the conduct of the Project(s), the Institution must seek the prior written agreement of the Cancer Institute NSW.
3. The Cancer Institute NSW may, by notice to the Institution, suspend payment of the Grant or any instalments thereof if:

(i) the Cancer Institute NSW approves a deferment of the Last date for commencement or agrees to the Institution's request to suspend the conduct of the Project;

(ii) the Cancer Institute NSW is not satisfied that the Institution is conducting the Project in accordance with the terms and conditions of this deed; or

(iii) the Cancer Institute NSW considers the progress reports provided by the Institution in accordance with clause 7 to be unsatisfactory, provided that:

(A) the Cancer Institute NSW has provided the Institution with notice of the unsatisfactory progress report giving the Institution 28 Business Days to provide a rectified progress report; and

(B) the Institution has failed to provide to the Cancer Institute NSW a rectified progress report.

(iv) the Institution undergoes an Insolvency Event;

(v) the Cancer Institute NSW has a reasonable basis to believe that an Insolvency Event is likely to occur in relation to the Institution; or

(vi) an Event of Default occurs.

1. Any suspension of payment of the Grant will be effective:

(i) on and from the date specified in the notice; and

(ii) if payment of the Grant is suspended under clause 16(b)(i), for the period specified in the notice; or

(iii) if payment of the Grant is suspended under clause 16(b)(ii), until such time as the Institution performs its obligations under this deed to the satisfaction of the Cancer Institute NSW or the Cancer Institute NSW otherwise elects to terminate this deed under clause 18(a).

1. Without limiting its rights to suspend payment of the Grant, the Cancer Institute NSW may, by notice to the Institution, reduce the amount of Grant to be provided under this deed:

(i) if the Cancer Institute NSW is satisfied that there is a reduction in the scope of the Project; or

(ii) as a result of any change in government policy or lack of appropriation by the NSW Parliament, funds available for the Project(s) are to be reduced.

1. If the Cancer Institute NSW notifies a reduction of the Grant then on and from the date specified in the notice and subject to this deed, the Cancer Institute NSW will pay a reduced Grant for the remainder of the Funding Period.
2. Subject to clauses 16(c) and 16(e), the Cancer Institute NSW will have no liability:

(i) to pay any amount of a Grant that is outstanding by reason of the suspension of, or reduction in, that Grant under this deed; and

(ii) for any loss or costs incurred by the Institution as a consequence of a suspension of, or reduction in, the Grant.

1. Termination for convenience
2. The Cancer Institute NSW may, at any time terminate this deed in whole or in part, by giving not less than three (3) months prior written notice to the Institution, without the need to give reasons for such termination. Termination pursuant to this clause 17(a) will take effect on the date specified in the notice being a date not less than three (3) months from the date of the notice, or, if no date is specified, three months from the date the notice is issued by the Cancer Institute NSW.
3. The following will be deemed to be notices to terminate this deed for the purpose of clause 17(a):

(i) written agreement by the Cancer Institute NSW to suspend the conduct of the Project(s) in accordance with clause 16(a); and

(ii) a notice pursuant to clauses 16(b) and 16(d),

unless expressly specified otherwise in the notice.

1. If this deed is terminated for convenience, the Cancer Institute NSW will:

(i) pay any Grant payable under this deed up to the effective date of termination; and

(ii) reimburse the Institution all unavoidable costs and expenses reasonably incurred by the Institution that are directly attributable to the termination excluding:

(A) the amount (if any) in excess of the balance of the Grant payable at the effective date of termination had the Cancer Institute NSW not exercised its right of termination for convenience.

1. Upon receipt of a notice of termination for convenience, the Institution must take all reasonable steps possible to minimise or mitigate any losses resulting from the termination.
2. Except as set out in clause 17(c), the Cancer Institute NSW is not liable to pay any other amount in respect of a termination for convenience. The Institution must provide satisfactory written evidence of all costs and expenses claimed under clause 17(c).
3. Termination for cause
4. The Cancer Institute NSW may by written notice to the Institution immediately terminate this deed in whole or in part where any one or more of the following circumstances apply:

(i) where the Institution has breached any of the terms and conditions of this deed and such breach is not remedied within twenty-one (21) days of receipt of a written notice of the breach and requiring the breach to be remedied;

(ii) the Cancer Institute NSW is reasonably satisfied that the Project(s) is not being conducted in accordance with the Application or is not meeting its aims as specified in the Application;

(iii) the Institution fails to notify the Cancer Institute NSW of any delay or suspension of the Project(s) as required by clause 3(f);

(iv) the Project Lead is unable to conduct or continue to conduct the Project(s) under clause 11;

(v) the Cancer Institute NSW does not approve of any transfer of the Project(s) under clause 15;

(vi) a conflict of interest or potential conflict of interest arises which, in the reasonable opinion of the Cancer Institute NSW, cannot be satisfactorily resolved or lessened under clause 26;

(vii) subject to any stay on enforcement pursuant to the *Corporations Act 2001*, the Institution becomes bankrupt, insolvent or enters into a scheme or arrangement with its creditors or otherwise ceases to exist;

(viii) the Cancer Institute NSW is reasonably satisfied that any statement in the Application is incorrect or incomplete in a way which would have affected the original decision to approve the Grant;

(ix) the Institution is in breach of the provisions of clause 2;

(x) there are concerns regarding the conduct of the Project Lead or the Institution, including:

(A) safety concerns; or

(B) concerns regarding the authenticity of any data or information included in the Application or in any progress report, which concerns are not addressed or capable of being addressed to the reasonable satisfaction of the Cancer Institute NSW;

(xi) where an independent reviewer’s report concludes that the Project(s) is not being conducted in accordance with the Application or is not meeting its aims as specified in the Application; or

(xii) as a result of any change in government policy or lack of appropriation by the NSW Parliament, the Grant or the Project(s) are to cease.

1. Where the Cancer Institute NSW terminates this deed under clause 18(a), the Cancer Institute NSW is not be obliged to pay the Institution any outstanding amount of the Grant.
2. Recovery of Grant
3. The Administering Institute must, within one (1) month of the effective date of termination of this deed (or part of this deed) for any reason, refund to the Cancer Institute NSW any part of the Grant that have not been expended at the effective date of termination by the Institution for the purposes of the Project or otherwise that have not been expended in accordance with this deed.
4. In the event that this deed is terminated by the Cancer Institute NSW pursuant to clause 18(a)(i)), (viii), (x) (xi) or (xii), the Cancer Institute may issue a notice to the Institution seeking reimbursement of the whole or part of the Grant paid under this deed (Reimbursement Notice). The Institution will, within 20 Business Days of receipt of a Reimbursement Notice, reimburse the Cancer Institute NSW the amount sought in the Reimbursement Notice.
5. Without limiting the Cancer Institute NSW’s rights under this deed or otherwise at Law or in equity, if:

(i) at any time an overpayment of the Grant occurs; or

(ii) the Cancer Institute NSW is satisfied on reasonable grounds that the Institution has failed to comply with its obligations under this deed;

then this amount, or the amount which has been expended in breach of clause 5(a), must be repaid by the Institution to the Cancer Institute NSW within 10 Business Days of a written notice issued by the Cancer Institute NSW to the Institution.

1. Any amount due under this deed from the Institution to the Cancer Institute NSW may be offset against any other amount subsequently due to the Institution from the Cancer Institute NSW under this deed.
2. Where the Institution has not expended the full amount of the Grant during the Funding Period, the Institution must, within three (3) months after the end of the Funding Period pay to the Cancer Institute NSW any amount not so expended, unless the Institution had prior to the end of the Funding Period, advised the Cancer Institute NSW of the reasons for the non-expenditure and had obtained written approval from the Cancer Institute NSW for the Funding Period to be extended and the unexpended part of the Grant to be carried forward.
3. If any amount owed by the Institution to the Cancer Institute NSW is not repaid in accordance with this clause 19, then the Institution must pay interest to the Cancer Institute NSW in accordance with clause 20.
4. Any amount owed (including any interest payable) under this clause 19 is recoverable as a debt owed to the Cancer Institute NSW without any further proof of the debt by the Cancer Institute NSW.
5. Interest
6. This clause 20 only applies to amounts which have not been offset in accordance with clause 19(d).
7. The Institution must pay to the Cancer Institute NSW upon demand by the Cancer Institute NSW at any time interest (default interest) at the Interest Rate on any amount payable by Institution to the Cancer Institute NSW under this deed, including interest payable under this provision, which is unpaid.
8. Default interest at the Interest Rate accrues from day to day from and including the due date for payment up to the date of actual payment calculated on the basis of a year of 365 days.
9. The liability of Institution for default interest constitutes a liability of Institution separate and independent from any other liability under this deed, both before and after judgment.
10. Liability
11. The Institution bears all risk and will be solely liable for any Losses incurred by the Institution or any Claim made, arising from or otherwise in connection with the Project, including any Claim arising from or out of:

(i) loss of or damage to any property including that owned or controlled by the Cancer Institute NSW or any other person;

(ii) personal injury to or the death of any person;

(iii) the performance or non-performance by the Institution of its obligations under this deed; or

(iv) any malpractice, professional errors, omissions, negligence or recklessness of any Personnel of the Institution,

except to the extent such Loss is caused or contributed to by a negligent or unlawful act or omission or recklessness on the part of the Cancer Institute NSW or any Personnel of the Cancer Institute NSW (acting in their capacity as Personnel of Cancer Institute NSW), or default under this deed by the Cancer Institute NSW.

1. The Cancer Institute NSW accepts no liability for:

(i) any debts incurred by Institution;

(ii) any monies owing by Institution to its officers, employees, agents, contractors or subcontractors;

(iii) any budget or cost overruns in relation to the Institution;

(iv) any insufficient monies to operate the Institution; or

(v) any ongoing costs associated with the Institution.

1. Indemnity
2. The Institution must indemnify at all times the Cancer Institute NSW, its officers, directors, employees and agents (**Cancer Institute Indemnitees**) in relation to all Claims against a Cancer Institute Indemnitee and for any Loss incurred by a Cancer Institute Indemnitee (including the cost of defending or settling any Claim) arising from or in connection with one or more of the following:

(i) any infringement or alleged infringement of Intellectual Property arising from this deed including from any use by the Cancer Institute NSW (including use by its Personnel), of the Project Material;

(ii) any Event of Default or breach of the Institution's obligations under this deed;

(iii) any unlawful, wrongful, wilful or negligent act or omission of the Institution and/or the Project Lead(s) in connection with this deed;

(iv) any act or omission of the Institution or its Personnel in connection with the Project or the Grant; or

(v) any illness, injury to or death of any person caused or contributed to by the Institution or its Personnel in connection with this deed.

(vi) any loss or damage to real or personal property caused or contributed to by the Institution or its Personnel in connection with this deed.

1. The Institution’s liability to indemnify the Cancer Institute NSW under this deed will reduce proportionately to the extent that any negligent or unlawful act or omission of the Cancer Institute NSW contributed to the relevant liability, loss or damage or loss or expense.
2. The Institution’s liability to indemnify the Cancer Institute NSW under this clause does not exclude or reduce the liability of, or benefit to, a party that may arise by operation of the common law, statute or the other terms of this deed.
3. The Cancer Institute NSW’s liability under or in connection this deed is limited to the value of the Grant.
4. Insurance
5. The Institution must ensure that all appropriate insurances necessary to meet its obligations under this deed are maintained at all times including:

(i) worker’s compensation insurance as required by Law;

(ii) public liability insurance to a minimum of $10 million for any single occurrence and unlimited in the aggregate as to the number of occurrences for each Project;

(iii) professional indemnity insurance to a minimum value of $10 million per claim and in the aggregate per annum;

(iv) any additional insurance policies listed in the Schedule.

1. The Institution must, on request, supply evidence of such insurance to the Cancer Institute NSW.
2. The Institution satisfies the requirements of clause 23(a) if it is entitled to indemnity under a program or scheme of insurance or indemnity that is arranged by a State or Territory of the Commonwealth of Australia.
3. Disclosure of information by Cancer Institute NSW and publicity
4. The Cancer Institute NSW may disclose any information obtained from the Institution relating to this deed and the Application as required or requested by any judicial, parliamentary, investigatory or government body.
5. The Cancer Institute NSW may publicise and report on the awarding to, and the use of, the Grant to the Institution including through media releases, general announcements and annual reports.
6. No employment and agency

The Institution will not represent itself, and will ensure that its employees and agents and the Project Lead do not represent themselves as being employees or agents of the Cancer Institute NSW. Neither the Institution nor the Project Lead(s) will, by virtue of this deed, be an employee or agent of the Cancer Institute NSW.

1. Institution conduct
	1. Conflict of interest
2. The Institution warrants that, at the date of signing this deed, no Conflict of Interest or potential Conflict of Interest exists or is likely to arise in the performance of its obligations under this deed except as otherwise notified in writing to the Cancer Institute NSW.
3. The Institution must notify the Cancer Institute NSW of any Conflict of Interest or potential Conflict of Interest, of which the Institution becomes aware during the Funding Period.
4. The Institution must take such reasonable steps as required by the Cancer Institute NSW to resolve or lessen any Conflict of Interest or potential Conflict of Interest. If such Conflict of Interest or potential Conflict of Interest cannot be resolved or lessened to the reasonable satisfaction of the Cancer Institute NSW, the Cancer Institute NSW may terminate this deed under clause 18.
	1. Modern Slavery
5. The Institution must

(i) comply with the Modern Slavery Legislation to the extent that such legislation is applicable to the Institution;

(ii) facilitate the Cancer institute NSW complying with any of the Modern Slavery Legislation applicable to Cancer Institute NSW, by reporting in a timely manner and providing all information concerning its supply chain and that of its subcontractors, consultants and suppliers which Cancer Institute NSW may acting reasonably require, such reporting and other information being provided no later than 60 days after expiry of the period to which the reporting relates to, or earlier where required in order for Cancer Institute NSW to meet its obligations under the applicable Modern Slavery Legislation; and

(iii) ensure that such reporting and other information is accurate, complete and in such form as Cancer Institute NSW in its reasonable discretion requires.

1. The Institution represents and warrants to Cancer Institute NSW that, at the date of entering into this deed, the Institution:

(i) has no knowledge of any Modern Slavery Offence currently occurring within its organisation or supply chain; and

(ii) takes and will continue to take reasonable steps to identify the risk of, and prevent the occurrence of, Modern Slavery Offences within its organisation or supply chains.

1. Without limiting clause 26.2(a)(iii), the Institution represents and warrants to Cancer Institute NSW that in relation to any services or goods procured from or subcontracted or outsourced to third parties for the provision of services under this deed, the Institution has taken, or will, prior to procuring, sub-contracting or outsourcing any such goods or services from or to a third party, take, and will continue through the contract term to take all reasonable steps to confirm that such third party is not engaging in Modern Slavery Offences.
2. The Institution will notify Cancer Institute NSW in writing as soon as practicable and no later than 10 Business Days upon becoming aware of any Modern Slavery Offence (or of any charges laid or orders made in relation to a Modern Slavery Offence) within its organisation or supply chain.
3. If requested by Cancer Institute NSW, the Institution will, subject to any existing confidentiality requirements and any relevant law, take all reasonable steps to provide Cancer Institute NSW with any information, reports or documents in relation to any Modern Slavery Offence or any risk of a Modern Slavery Offence within the Institution’s organisation or supply chain. The Institution must ensure that such information provided under this clause 26.2(e) is accurate, complete and in such form as Cancer Institute NSW in its reasonable discretion requires.
4. Adherence to relevant guidelines

The Institution must ensure that, in the performance of the Project(s), it complies with:

1. all relevant Laws, directives, codes of practice and statements of policy relating to good scientific practice and research on human and animal subjects; and
2. the guidelines applicable to the Project(s) and set out or referred to in Annexure B, or as otherwise notified by the Cancer Institute NSW to the Institution from time to time.
3. Equipment
4. During the Funding Period, an item of Equipment must:

(i) be used solely for the purpose of carrying out the relevant Project, unless the Cancer Institute NSW grants its prior written approval for any other use;

(ii) not be sold, encumbered or otherwise disposed of without first obtaining the prior written consent of the Cancer Institute NSW;

(iii) be reinstated at the expense of the Institution if it is lost, damaged or destroyed;

(iv) be held securely and safeguarded against theft, loss, damage or unauthorised use;

(v) be maintained in good working order;

(vi) be insured to its full replacement value; and

(vii) upon conclusion of activities conducted pursuant to the relevant Project or upon termination or expiry of this deed, be dealt with in accordance with the reasonable directions of the Cancer Institute NSW.

1. The Institution is responsible for, and bears all risks relating to, the use or disposal of any Equipment during the Funding Period.
2. The Institution acknowledges and agrees that any Equipment is not intended to be provided or returned to the Cancer Institute NSW on the conclusion of activities conducted pursuant to the relevant Project or upon termination or expiry of this deed.
3. Continuing obligations

The expiration or termination of this deed will not affect such of its provisions as are expressed to operate or have effect thereafter. Without limiting the generality of the foregoing, the provisions of clauses 1 (definitions and interpretation), 6(c) (Financial reports), ,7 (progress/final reports), 8 (Access to information by Cancer Institute NSW), 9 (Intellectual Property), 10 (Commercialisation of Intellectual Property), 12 (Acknowledgement and Participation), 13 (Confidentiality), 14 (Privacy), 16(f) (Suspension & reduction of Grant), 17(e) (Termination for Convenience); 18(b) (Termination for Cause), 19 (Recovery of Grant), 20 (Interest), 21 (Liability), 22 (Indemnity), 23(a) (Insurance), 24 (Disclosure of information by Cancer Institute NSW and publicity), 28(b) (Equipment), 29 (Continuing obligations), 30 (Governing Law), 31 (Entire agreement), 32 (Variation), 33 (Waiver), 34 (Inconsistencies), 36 (Disputes), 37 (Severability and partial termination) 38 (Notices), 40 (Relationship of the parties), and 41 (Assignment and Subcontract) survive the termination or expiration of this deed.

1. Governing law

This deed is governed by the law of the State of New South Wales and the parties submit to the jurisdiction of the courts of that State.

1. Entire agreement

This deed comprises the entire agreement between the parties in relation to its subject matter.

1. Variation

No variation of this deed will be legally binding on either party unless executed by the parties in writing.

1. Waiver
2. If a party does not exercise (or delays in exercising) any of its rights under this deed or at law, that failure or delay does not operate as a waiver of those rights.
3. A single or partial exercise by a party of any of its rights under this deed or at law does not prevent the further exercise of any right.
4. Inconsistencies

If there are any inconsistencies between the clauses of this deed and any of its Schedules or Annexures, the clauses of this deed will prevail.

1. Liaison officer

The parties will notify each other of their respective liaison officer for the purposes of this deed prior to execution of this deed. The Institution’s liaison officer will liaise with the liaison officer for the Cancer Institute NSW as reasonably required by the Cancer Institute NSW.

1. Disputes
2. If a dispute arises in relation to this deed (a ‘Dispute’), a party must comply with this clause 36 before starting court proceedings except proceedings for urgent interlocutory relief.
3. A party claiming that a dispute has arisen must notify the other party in writing giving details of the dispute (a ‘Dispute Notice’) in accordance with the requirements of clause 38.
4. Following receipt of a Dispute Notice, each party must refer the Dispute to a senior representative, who:

(i) does not have prior direct involvement in the Dispute; and

(ii) has authority to negotiate and settle the Dispute.

1. If the Dispute is not resolved within 10 Business Days, from the date the Dispute Notice is received by the party to whom the Dispute Notice is given, the party which gave the Dispute Notice under clause 36(b) must refer the Dispute for mediation to the Australian Disputes Centre (‘ADC’) for resolution in accordance with the mediation rules of the ADC.
2. If the Dispute is not resolved within [50] Business Days after referral to mediation in accordance with clause 36(e) then either party may initiate proceedings in court.
3. Each party must pay its own costs of complying with this clause and split the costs of the mediator evenly.
4. Severability and partial termination
5. If any part of this deed is prohibited, void or voidable, illegal or unenforceable, then that part is severed from this deed but without affect the continued operation of the remainder of this deed
6. Where there is more than one Project covered under this deed and this deed is terminated in part under clause 17(a) or clause 18(a)(x) in relation to one of the Grants, the provisions of this deed continue to apply and will remain in full force and effect in relation to any surviving Project(s).
7. Notices
8. Unless otherwise stated in this deed, all notices to be given under this deed must be in writing, and hand-delivered, posted or emailed to the liaison officer appointed under clause 35 and as specified in the Schedule/s.
9. The receiving party will be deemed to have received the notice as follows:

(i) if hand-delivered, on the day on which it is delivered or left at the relevant address;

(ii) if posted, on the fifth Business Day after the day on which it is posted;

(iii) if sent by email, the first of the following occurring:

(A) when the sender receives an automated message confirming delivery; or

(B) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered.

1. If any notice is received:

(i) after 5pm (local time of the recipient); or

(ii) on a day which is not a Business Day,

(iii) it will be deemed to have been received on the next Business Day.

1. Further documents

Each party will do anything (including executing any document), and will ensure that its Personnel do anything (including executing any document), that the other party may reasonably require to give full effect to this deed.

1. Relationship of the parties

Nothing in this deed creates a relationship of employer and employee, principal and agent, joint venture or partnership between the parties and no party will hold itself out as an agent for another.

1. Assignment and subcontract
2. The Institution must not assign, novate, or otherwise transfer its rights or obligations under this deed without the prior written consent of the Cancer Institute NSW.
3. The Institution must not subcontract its obligations under this deed (other than as stated in the Application) without the prior written consent of the Cancer Institute NSW.
4. If the Institution subcontracts its obligations under this deed:

(i) the Institution remains responsible for those obligations; and

(ii) the Institution must ensure any subcontract is consistent with the terms of this deed, including in relation to confidentiality, privacy and intellectual property.

**EXECUTED** as a **DEED**

|  |  |  |
| --- | --- | --- |
| **SIGNED SEALED AND DELIVERED** on behalf of **CANCER INSTITUTE NSW** by its authorised representative: |  |  |
|  |  |  |
| Signature  |  | Signature of Witness |
|  |  |  |
| Name *(please print)* |  | Name of Witness *(please print)* |
|  |

Date

|  |  |  |
| --- | --- | --- |
| **SIGNED SEALED AND DELIVERED** on behalf of **institution** by its authorised representative |  |  |
|  |  |  |
| Signature  |  | Signature of witness |
|  |  |  |
| Name  |  | Name of witness *(please print)* |
| Date |  |  |

1. - Grant and Project Details

Commencement date means [the date that this deed is signed by the parties to the deed and exchanged.]

Grant Application No: [Grant ID]

Grant Application Title: [insert]

Total of Grant (exclusive of GST): [total]

Grant breakdown

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Financial year** | **Salary/wages** | **Project Costs** | **Travel/accommodation** | **Training/education** | **Evaluation/monitoring** | **Marketing** | **Total** |
| [insert] | [insert] | [insert] | [insert] | [insert] | [insert] | [insert] | [insert] |
| Total: | [insert] | [insert] | [insert] | [insert] | [insert] | [insert] | [insert] |

**In-Kind Support**

|  |  |  |
| --- | --- | --- |
| **Financial year** | **In-Kind Budget Item Details** | **Amount** |
| [insert] | [insert] | [insert] |
| Total In-Kind Contributions |  | [insert] |

**Funding Period:**

[start date] to [end date]

**Last date for commencement of Project (clause 3(d)):**

February 2025

**Named Project Lead:**

[NAME]

**Description of funded project:**

[insert]

**Project Aim and Objectives:**

[insert]

**Grant to be provided in the following instalments in accordance with the terms (including conditions precedent) of the previous clause:**

The first instalment of the Grant is to be paid by the Cancer Institute NSW to the Institution within thirty (30) days of the Institution providing the Cancer Institute NSW with an invoice (or a Tax Invoice if a taxable Supply) under clause 4(d) of this deed.

Subsequent instalments of the Grant are payable by the Cancer Institute NSW to the Institution as per the deliverables outlined below within thirty (30) days of receipt by the Cancer Institute NSW of an invoice (or a Tax Invoice if a taxable Supply) from the Institution during the Funding Period.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Grant timeline | MMM YYYY |  |  |  |  |
| Activity/phase | Project start/Project planning  | Project Execution phase  | Project Completion  | Reporting phase  | Funding Agreement completion date |
| Funding | Payment 1 - $XXX. Paid upon signing of Agreement | Payment 2 $XXX. Paid upon submission of Progress Report  |  | Payment 3 - $XXX. Upon submission of final reporting |  |
| Deliverables | Signed Contract | Progress Report  | Notification of project completion  | Final Report  |  |
|  |  |  | Final Financial Report  |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **January-March** | **April-June** | **July-September** | **October-December** | **Total** |
| **2022** |  |  |  |  |  |
| **2023** |  |  |  |  |  |
| **2024** |  |  |  |  |  |
| **2025** |  |  |  |  |  |
| **Total**  |  |  |  |  |  |

**Financial reports to be submitted as follows (clause 6):**

Financial reports for the purposes of clause 6(a) are to be provided in line with the above schedule during the Funding Period with a final financial report being provided in accordance with clause 6(c) of this deed. Financial reports must be submitted in the format requested by the Cancer Institute NSW from time to time.

**Progress reports to be submitted as follows (clause 7):**

Progress reports must be submitted on the form available on the Cancer Institute NSW website.

Progress reports are to be provided in line with the above schedule. A final report is required within three (3) months of the conclusion of the Funding Period (project completion date). The Institution must also provide progress reports at such other times as reasonably requested by the Cancer Institute NSW.

**Additional insurance (clause 23):**

Not applicable.

**Liaison Officers (clause 35)**

**Cancer Institute NSW:**

The Grants Team

CINSW-Grants@health.nsw.gov.au

**[Institution] Contact Officer:**

[fullname]

[position]

[email]

[phone]

**Address for receipt of Notices (clause 38):**

**Cancer Institute NSW:**

Level 4, 1 Reserve Road

St Leonards, NSW 2065

**[Institution]:**

[Postal Address]

[Email Address]

**Objectives, Activities and Timeframe**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 1. Objective
 | 1. Planned Activities or Milestones
 | 1. Expected Date of Completion
 | 1. Expected Outcomes
 | 1. Evaluation Measures
 |
|  |  |  |  |  |
|  |  |  |  |  |

1. - Grant Summary

Grants covered by this deed between the Cancer Institute NSW and [insert name of Institution]

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Grant Application ID #** | **Grant Type** | **Project Lead** | **Grant Application Title** | **Project Summary** | **Schedule Number** |
|  |  |  |  |  |  |

1. - Guidelines

[insert or not applicable]

Annexure C - Funding Communication Policy

**Communicating Cancer Institute NSW Funding**

As a recipient of a Cancer Institute NSW grant, it is important to acknowledge funding support as outline in clause 12. *Acknowledgement and Participation.*

Acknowledgement of funding will enable the Cancer Institute NSW to measure the impact of its investment and demonstrate value for money.

**When to acknowledge receipt of funds**

The grant recipient should acknowledge the funding provided by the Cancer Institute NSW in any public facing statement about the program that the Grant is supporting, including:

* Public announcements
* Presentations – e.g., conferences, webinars, posters
* Advertising material – e.g., brochures, flyers, information sheets
* Newsletters
* Websites
* Research reports
* Scientific publications
* Programs of scientific meetings

**Recommended Text**

The following acknowledgement text is recommended:

“*This [insert description] project was funded by the NSW Government through the Cancer Institute NSW.”*

**Communications and Media**

Please inform the Cancer Institute NSW of any upcoming media releases or opportunities to promote your work. The Cancer Institute NSW’s Communications team is available to discuss communications plans and joint media releases.

**Permission and correct use of the Cancer Institute NSW logo**

Any digital or printed material must have the correct Cancer Institute NSW logo obtained from the Cancer Institute NSW, and approval on the size and placement of the logo must be sought prior to use from the Cancer Institute NSW.

**More information**

For further information on acknowledgment or communications, please liaise with the Cancer Institute Contact Officer for this Grant.