



Locked Bag 8430
Canberra ACT 2601
Australia

[Grantee Nominated Representative]
[Address]

cc. [Project Chief Investigator Name] via email [\[Insert address\]](#)

Dear [Name]

Letter of Agreement – ID[Enter number]: [Enter project short title]

I am writing to offer you, [Grantee organisation] (ABN [Enter number]), an Australian Government scholarship grant under the National Blood Sector Research and Development Program. The offer is for a grant of \$[Amount] (excluding GST), (the 'Grant') to undertake the Grant Activity as set out in the attached Grant Schedule.

To accept this offer and enter into an agreement with the Commonwealth, represented by the National Blood Authority (ABN 87 361 602 478) in relation to the Grant, please sign two copies of the attached Grant Schedule and send it to the address below by [date] otherwise this offer will lapse.

Provided the signed copies of the Grant Schedule is received by the Commonwealth by this date, this letter and the Grant Schedule and the Commonwealth Letter of Agreement Conditions will form a legally enforceable agreement in relation to the Grant.

Please send two copies of the original signed and completed Grant Schedule to:

R&D Senior Program Officer
National Blood Authority
Locked Bag 8430
Canberra ACT 2601

A signed version of the contract will be returned to you for your records.

If you have any questions about this offer, please contact [name] on tel (02) [number] or by email at R&D@blood.gov.au.

Yours sincerely

Michael Stone
Deputy Chief Executive
National Blood Authority

[Enter date]

Grant Schedule ID[Insert No.]

1. Grant

- 1.1. The purpose of the Grant is to provide funding for a research project that aims to:
 - a. [Enter purpose]
 - b. [Enter purposes as required].
- 1.2. The amount of the Grant is \$[enter amount of grant] (excluding GST). The Grant will be paid in instalments by the Commonwealth on completion of the agreed Milestones, and compliance by the Grantee with its obligations under this *Commonwealth Letter of Agreement Conditions and the Grant Schedule Conditions*.

Payment Milestone Number	Payment Milestone	Anticipated date	Amount (excl. GST)	GST	Total (incl. GST)
1	[Enter milestone] (xx %)	[Enter date]	[\$[Enter amount]]	[\$[Enter amount]]	[\$[Enter amount]]
2	[Enter milestone(s) as required] (xx %)	[Enter date]	[\$[Enter amount]]	[\$[Enter amount]]	[\$[Enter amount]]
Total Amount			[\$[Enter amount]]	[\$[Enter amount]]	[\$[Enter amount]]

- 1.3. The parties acknowledge and agree that they are each registered for GST purposes, have each quoted the Australian Business Number to the other and must notify the other of any changes in their GST status.
- 1.4. Subject to the Grantee's compliance with this Agreement, payments will be made into the following bank account:

Account Number: [Insert details]
BSB Number: [Insert details]
- 1.5. The Grant must be held in an account in the Grantee's name and which the Grantee controls, with an authorised deposit-taking institution authorised under the *Banking Act 1959* (Cth).
- 1.6. Each payment will be made following submission by the Grantee of a correctly rendered invoice. To be correctly rendered the invoice must meet the requirements of a tax invoice as set out in *A New Tax System (Goods and Services Tax) Act 1999* (Cth), and sent to the Commonwealth's email address as set out in clause 5 of the *Grant Schedule*.

2. Grant Activity

2.1. Duration of the Activity

- 2.1.1. The Activity starts on [Enter date], (the commencement date) and ends on [Enter date], (the Completion Date). The Grantee must use reasonable endeavours to ensure that the Activity is undertaken so as to meet the following Project Milestones by the specified date.

Activity Schedule	
Project Milestone	Due Date
1. [Enter milestone]	[Enter date]
2. [Enter milestones as required]	[Enter date]
3. [Enter milestones as required]	[Enter date]

2.2 Reporting

2.2.1. The Grantee agrees to create and provide the following reports to the Commonwealth representative in the specified format:

- a. [Delete if not applicable]a Progress Report must be submitted using the Progress Report template provided at Schedule 1 in accordance with the Payment Milestones [Enter milestone numbers].
- b. a Completion Report using the Completion Report template provided at Schedule 1 in accordance with Payment Milestone [Enter final milestone number] or on early cessation of the Activity for any reason; and
- c. a signed Grant Expenditure statement prepared by the Chief Executive Officer or Chief Financial Officer of the Grantee, or a person authorised by the Grantee to execute documents and legally bind it by their execution, confirming that the Grant was spent in accordance with the Grant Details. The Grant Expenditure Statement must be submitted in accordance with Payment Milestone [Enter final milestone number] or on early cessation of the Activity for any reason.

2.3 This Agreement will end once the Commonwealth accepts a signed statement from the Grantee that meets the requirements of clause 5 of the *Commonwealth Letter of Agreement Conditions and the Grant Schedule Conditions*.

3. Governing law

This Agreement is governed by the law of the Australian Capital Territory.

4. Record keeping

The Grantee agrees to maintain records under clause 7 of the Commonwealth Letter of Agreement Conditions for five years after completing the Grant Activity in accordance with the *Archives Act 1983 (Cth)*.

5. Other conditions

- 5.1. The Grantee must conduct the Activity substantially in accordance with the research methodology proposed by the Grantee in its grant funding application.
- 5.2. The Grantee must advise the NBA as soon as possible if the scholarship recipient ceases to undertake the Activity.
- 5.3. The Grantee agrees to use all reasonable endeavours to communicate the outcomes of any outcomes of the Activity by publishing the results of the research and making the publication openly accessible in an institutional repository or other acceptable location.
- 5.4. In relation to the individual researcher who is to be the recipient of a Scholarship Grant, the Grantee agrees to:

- (a) ensure that the researcher signs a researcher acknowledgement as specified in Schedule 2 prior to the commencement of the Activity and the payment of any part of the Grant;
- (b) ensure proper academic supervision of the researcher in respect of the Activity;
- (c) ensure the researcher applies the Grant only for the purpose of the Activity in accordance with this Agreement.

6. Party representatives and address for notices

Grantee's representative and address

Grantee's representative name	[Insert details]
Position	[Insert details]
Postal/physical address	[Insert details]
Business hours telephone	[Insert details]
Mobile	[Insert details]
Fax	[Insert details]
E-mail	[Insert details]
Scholarship recipient	[Insert details]

Commonwealth representative and address

Name of representative	Program Director
Position	Director Research and Product Review
Postal/physical address(es)	Locked Bag 8430, Canberra ACT 2601, Australia Level 2, 243 Northbourne Ave, Lyneham ACT 2602
Business hours telephone	02 6151 5030
Mobile	-
Fax	02 6151 5330
E-mail	r&d@blood.gov.au

The Parties' representatives will be responsible for liaison and the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant.

Commonwealth Letter of Agreement Conditions

1. Undertaking the Grant Activity

The Grantee agrees to use the Grant and undertake the Grant Activity in accordance with this Agreement.

2. Acknowledgements

The Grantee agrees to acknowledge the Commonwealth's support in any material published in connection with this Agreement and agrees to use any form of acknowledgment the Commonwealth reasonably specifies.

3. Notices

The Grantee agrees to promptly notify the Commonwealth of anything reasonably likely to affect the performance of the Grant Activity, including any actual, perceived or potential conflict of interest which could affect the Grantee's performance of this Agreement and to take action to resolve the conflict.

4. Payment of the Grant

4.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with this Agreement.

4.2 The parties agree that the amount of the Grant is inclusive of any GST payable and the Grantee agrees to pay all taxes, duties and government charges in connection with the performance of this Agreement. The Grantee must on request provide the Commonwealth with a tax invoice before the Commonwealth is obliged to pay any amount under this Agreement.

5. Spending the Grant

The Grantee agrees to spend the Grant for the sole purpose of undertaking the Grant Activity, and to provide a statement, in the form required by the Commonwealth and signed by the Grantee, verifying that the Grant Activity has been undertaken and the Grant was spent in accordance with this Agreement.

6. Repayment

If any of the Grant amount has been spent other than in accordance with this Agreement or on expiration or termination of this Agreement is additional to the requirements of the Grant Activity, the Grantee agrees to repay that amount to the Commonwealth, unless the Commonwealth agrees in writing otherwise.

7. Record keeping

The Grantee agrees to maintain records of the performance of the Grant Activity and the expenditure of the Grant for the period specified in the Grant Schedule and to make them available to the Commonwealth on request.

8. Privacy

When dealing with Personal Information (as defined in the *Privacy Act 1988*) in carrying out the Grant Activity, the Grantee agrees not to do anything which, if done by the Commonwealth, would be a breach of the *Privacy Act 1988*.

9. Grant Activity material

The Grantee gives (or procures for) the Commonwealth a non-exclusive, irrevocable, royalty-free licence to use, reproduce, communicate, publish and adapt all material that is provided to the Commonwealth under this Agreement. This includes a right to sub-license that material.

10. Confidentiality

A party agrees not to disclose the other's confidential information without its prior written consent unless required or authorised by law or Parliament.

11. Insurance

The Grantee agrees to maintain adequate insurance for the duration of this Agreement and provide the Commonwealth with proof when requested.

12. Licences and approvals

The Grantee must ensure that all persons engaged to work on the Grant Activity obtain and maintain all relevant licences, registrations or other approvals required by applicable laws or as directed by the Commonwealth, including but not limited to police checks, Working With Children checks and Working with Vulnerable People checks.

13. Dispute resolution

13.1 The parties agree not to initiate legal proceedings in relation to a dispute unless they have tried and failed to resolve the dispute by negotiation.

13.2 The parties agree to continue to perform their respective obligations under this Agreement where a dispute exists.

13.3 The procedure for dispute resolution does not apply to action relating to termination or urgent litigation.

14. Termination for default

The Commonwealth may terminate this Agreement by notice where it reasonably believes the Grantee:

- (a) has breached this Agreement; or
- (b) has provided false or misleading statements in their application for the Grant; or
- (c) has become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

The Commonwealth will not be required to make any further payments of the Grant after the termination of the Agreement.

15. General provisions

15.1 A party is not by virtue of this Agreement an employee, agent or partner of the other party.

15.2 This Agreement may only be varied by the parties' signed written agreement.

15.3 Clauses 5 (Spending of the Grant), 6 (Repayment), 7 (Record keeping), and 9 (Grant Activity material) survive the expiry or termination of this Agreement.

Signatures

Executed as an agreement:

[Enter name of Grantee] (ABN [Enter number]), (the 'Grantee') agrees to use the Grant to undertake the Grant Activity in accordance with this letter and the Grant Schedule and the enclosed Commonwealth Letter of Agreement Conditions, which together form the Agreement between the Grantee and the Commonwealth in relation to the Grant.

Grantee:

Signed for and on behalf of Macquarie University	
Name: (print) Position: (print) Signature and date:	
Witness Name: (print) Signature and date:	

Commonwealth:

Signed for and on behalf of the Commonwealth of Australia as represented by the National Blood Authority (ABN 87 361 602 478)	
Witness Name: (print) Signature and date:	

National Blood Sector R&D Program - PROGRESS REPORT

Project ID and Title:

Report Date:

Report for Milestone: [enter Milestone number]

Milestones

Milestone Number	Project Milestone	Planned Completion Date	% Complete at time of report	Actual Completion Date	Key achievements during reporting period	Key challenges and corrective actions

Finances (Please enter financial data for the entire project to date as a single line for the current milestone)

Milestone number	Budget		Receipts to date			Expenditure	Variance	
	Total project budget	Expected budget to date	Cash received from NBA Grant	Cash received from other contributors	In-kind received	Expenditure to Date	Expenditure less receipts to date	
								This whole column to be deleted
Please comment on any unexpected financial changes and their impact								

Risks

Risk Number	Risk Description	Mitigation Strategy	Comment on residual risk after mitigation

Completion Report

National Blood Sector R&D Program - COMPLETION REPORT

Project ID and Title:	
Report Date:	

1. Achievement against Project Objectives

Describe the research project's achievement against each of your study's objectives. If objectives have not been achieved wholly or partly, please describe what hindered the achievement of the objective and the actions you took to overcome these obstacles.

2. Financial outcomes

Please attach to this Completion Report a signed Grant Expenditure statement prepared by the Chief Executive Officer, Chief Financial Officer of the Grantee, or a person authorised by the Grantee to execute documents and legally bind it by their execution, confirming that the Grant was spent in accordance with the Grant Details, as required under clause E1(c) of the Grant Details.

Please note that:

- Grant expenditure may be subject to audit and records should be kept in accordance with Funding Agreement clause G3. Record Keeping.
- The final payment may be adjusted if any amount of the Grant is additional to the requirements of the Activity.

3. Study findings

Please provide a detailed description of your study's findings.

4. Lessons learned

Please describe the strengths and weaknesses of your study and provide details of lessons for future projects.

5. Publications and presentations

Please list the journal article publications based on the findings of this work. Please indicate their status (planned, in draft, under review, submitted, in-press, published).

Please indicate the conferences to which you have submitted abstracts and their status (i.e. accepted, oral presentation / poster presentation)

Please list any invitations for oral presentations where you have or plan to present the findings of this research.

6. Unanticipated effects

Please comment on any unanticipated or unintended effects such as changes in clinical or administrative practice beyond your *a priori* outcomes measures that were temporally associated with the conduct of your research.

7. Project management performance

Please describe:

- your management of Governance and Ethics requirements;
- contributions, from the research team and partner organisations;

- risk management – a summary of risks and how they were managed;
- performance against project timelines; and
- details of the final expenditure of the Grant and any other Contributions against each expenditure item in the Activity budget.

8. Feedback on R&D Program

Please provide feedback on the grant’s administration (e.g. grant communications, application form/process, grant administration, reporting). Suggestions for improvement are welcomed.

SIGNATURE:

Name	_____
Position	_____
Signature and date	_____

SCHOLAR ACKNOWLEDGEMENT STATEMENT

This Acknowledgement is given in relation to the following Scholarship Grant project which has been approved for funding under the National Blood Sector Research and Development Program:

Project:

Period:

Administering Institution:

I acknowledge that I have been provided a copy of, and have read and understood, the Grant Funding Agreement between the Administering Institution and the National Blood Authority in relation to the project above.

I undertake to conduct the Scholarship Grant project in accordance with the requirements of that Agreement and of the Administering Institution. I acknowledge that failure to do so may result in cessation, withdrawal, or repayment of the Grant.

Scholar Name: _____

Scholar Signature: _____

Date: _____