

## **MULTIPLE SCLEROSIS AUSTRALIA**

### **CONDITIONS OF AWARD**

#### **1. General conditions**

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- (a) A Project Grant, Targeted Call Grant, Postdoctoral Fellowship, Senior Fellowship, Paired Fellowship, Postgraduate Scholarship, Ian Ballard Travel Award or Incubator Grant is an award made available for a fixed term to provide Grant-In-Aid funding or stipend funding to support multiple sclerosis (MS) research in Australia.
- (b) The project is to be consistent with the strategic aims of MS Australia and those aims described in the funding application.
- (c) The Institution must conduct the project and research work in accordance with this Funding Agreement, and all applicable laws, regulations, guidelines and industry standards.
- (d) The research must be conducted within an Australian institution.
- (e) Grantees who are based overseas for the duration of the grant are not eligible to apply.
- (f) The grantee and primary supervisor (if applicable) actively working on the project must hold Australian or New Zealand citizenship or permanent residency. Either of these conditions must be fully met by the grantee and primary supervisor before taking up the grant.
- (g) For postdoctoral fellowships, the grantee must have had their PhD conferred and must not be more than 10 years post-PhD at the commencement of the fellowship.
- (h) The Institution must hold and maintain (and procure individuals working on the project to hold and maintain) all necessary permits, consents, authorisations, qualifications, certifications, and any other documentation required to conduct the research work.
- (i) The Grantee receiving MS Australia funding will not be regarded by MS Australia as an employee of the Institution merely because of their receipt of such funding in support of research work carried out at the Institution.
- (j) MS Australia does not intend to provide long-term salaries for support staff.
- (k) The research work is to be approved by the Institution (through the Delegated Research Officer, including relevant ethics committees) before the Grantee carries out all or any part of the research work.
- (l) The Institution (through the Delegated Research Officer and Financial Officer) is responsible for administration of the award.
- (m) Notwithstanding clause 1(k) above, the Grantee is responsible for assisting the Institution to manage disbursements of grant funding within the limits and for the purposes of the grant.



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- (n) The Institution remains responsible for normal overhead expenses including maintenance costs on equipment purchased with MS Australia funds and institutional maintenance charges.

## **2. Officers**

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- (a) The Institution must appoint and maintain a person or persons to each role of a Delegated Research Officer, Financial Officer, a Receivables Officer, and a Communications and Media Officer (each an **Officer**).
- (b) Each Officer is to assist the Institution and the Grantee as applicable with managing and facilitating the research and grant. The Institution must ensure each Officer carries out their respective responsibilities, as set out in the Funding Agreement Details.
- (c) At the date of this Funding Agreement, the Institution's Officers are the persons nominated in the Funding Agreement Details. If a vacancy occurs in the appointment of an Officer, the Institution must promptly appoint a replacement Officer and notify MS Australia by email of the change.

## **3. Purpose of the grant**

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- (a) The purpose of the grant is that which is described in aims and hypotheses of the Grantee's funding application.
- (b) The grant aims, hypothesis or completion date cannot be changed during the duration of the research, unless the change has been formally agreed by MS Australia using the Grant Change Request Form which is downloadable from the website [www.msaustralia.org.au/grant-report-templates](http://www.msaustralia.org.au/grant-report-templates).
- (c) Before the Grantee accepts any changes in duties or responsibilities that may alter their ability to deliver the research or outcome or deliver in the timescales described in their grant application, they must seek approval from MS Australia by completing the Grant Change Request Form described above.

## **4. Progress reporting responsibilities**

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- (a) Grantees who hold Project Grants, Postgraduate Scholarships, Postdoctoral Fellowships, Senior Fellowships, Targeted Call Grants, Paired Fellowships, or the Ian Ballard Travel Award must comply with the reporting schedule listed in their Funding Agreement and submit their Progress Report by **31 March** of each calendar year reporting on all progress up to 31 December of the calendar year before. For example, if you are awarded a grant starting 1 January 2024, MS Australia requires your first progress report by 31 March 2025 and a further progress report each 31 March until the end of the funding period.

Exceptions: For Incubator Grants, Progress Reports are due within eight (8) weeks of the end date stated on the Funding Agreement. However, if an extension is granted, awardees are expected to complete a Progress Report yearly. The final and only Progress Report for the Ian Ballard Travel Award is due within eight (8) weeks of travel being completed.

- (b) The Final Progress Report is to be submitted within two (2) months of the research concluding as detailed in the Funding Agreement.

- (c) Progress Reports must be completed through the online form in the grant portal at <https://grants.msaustralia.org.au/>. The Progress Report task will be located within your awarded grant application. If this task is not visible in your awarded grant application, please email the Grants Coordinator ([grants@msaustralia.org.au](mailto:grants@msaustralia.org.au)).
- (d) MS Australia will summarise your progress and publish it at [www.msaustralia.org.au/projects/](http://www.msaustralia.org.au/projects/). You may be contacted by MS Australia to review the communication and provide additional information.
- (e) The Grant Change Request Form must be completed and submitted to the Grants Coordinator ([grants@msaustralia.org.au](mailto:grants@msaustralia.org.au)) when there is a change in grant completion date, change in assigned personnel, change in grant scope, change in Institution where the research is conducted at, a proposal to carry forward more than 20% of funding into the next calendar year or the Grantee is in the receipt of additional external funding for this project.
- (f) Emailing the Progress and/or Financial Reports will not be accepted (without prior agreement with the Grants Coordinator) and will be directed to the grant portal for completion.
- (g) **IMPORTANT NOTE:** Continued payment of the grant is contingent upon MS Australia receiving Progress and/or Financial reports according to the dates outlined in the Funding Agreement. **Should the Progress Report be late (after 31 March), MS Australia will strongly consider halting forthcoming grant payments.**

## **5. Payment of grants**

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- (a) Tax invoices from the Institution must be sent to MS Australia's Finance Team ([msaaccounts@msaustralia.org.au](mailto:msaaccounts@msaustralia.org.au)), by the dates listed in the Funding Agreement.
- (b) Upon receipt of an invoice, MS Australia will transfer funds to the grant administration bank account of the Institution at which the work is being performed.
- (c) **All grants are subject to funds being available.** Please note that MS Australia is committed to paying the agreed research grant, at these specified times over the life of the Funding Agreement. However, should unforeseen economic or other circumstances arise that limit MS Australia's ability to continue to pay the grant, MS Australia reserves the right to either delay or cease payments. If any such circumstances arise, MS Australia would undertake to inform you and your administering Institution well in advance.

## **6. Financial accounting for grants**

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- (a) Holders of Postdoctoral Fellowships, Senior Fellowships, Paired Fellowships and Postgraduate Scholarships receive a stipend only. A Financial Report is not required.
- (b) The Grantee is responsible for the management of salaries and other expenditure within the limits of the grant.



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- (c) The Institution remains responsible for normal overhead expenses including maintenance costs on equipment purchased with MS Australia funds and institutional maintenance charges.
- (d) The grant shall not be used for other purposes other than those outlined in the budget section of the original application for funding, without agreement in writing by MS Australia. If there is a need for variance, please complete a Grant Change Request Form. The request will be considered on a case-by-case basis by MS Australia.
- (e) The Financial Officer of the Institution should complete and submit the MS Australia Financial Statement, no later than 31 March of each grant year, reflecting financial status as of 31 December of the previous calendar year. Please append a copy of the General ledger account for this grant as of 31 December.
- (f) As above, the Financial Officer of the Institution should submit the MS Australia Final Financial Statement, within two (2) months of the Research End Date reflecting financial status at research conclusion.
- (g) In providing this report the Financial Officer certifies that the grant has been expended solely upon the work outlined in the hypothesis and aims contained in the original application form and has not been used for items other than those listed in the budget section of the original application.
- (h) Unspent funds at the conclusion of the project must be returned to MS Australia. Unspent monies should be detailed in the final Financial Statement. MS Australia will raise a tax invoice to reclaim any unspent funding.
- (i) Request for maternity/paternity leave must be agreed between the researcher and their Institution. MS Australia will pause payments, effective from the commencement of the leave and resume them upon the researchers return to work.
- (j) Any unspent monies carried forward into the next year of the budget may be carried forward into the following year but should not exceed 20% of that year's budget. A request to carry forward monies greater than 20% should be submitted by completing the Grant Change Request Form. This will be considered on a case-by-case basis by MS Australia.

## **7. Transfer of grants**

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- (a) MS Australia gives a grant for the period specified in the Funding Agreement Details. In some cases, the duration of a grant may be shorter than that requested in the original application.
- (b) If a Grantee leaves an Institution before the normal expiration of that grant, the Institution (by the Grantee) must notify MS Australia in writing. MS Australia may in its sole discretion decide to terminate or agree to transfer the grant to the Grantee's incoming Institution.

## **8. Termination of agreement and consequences of termination**

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- (a) MS Australia may terminate the Funding Agreement immediately by written notice upon the occurrence of one of the following events:
  - (1) if either the Grantee or the Institution is in breach of the Funding Agreement and fails to remedy that breach within the reasonable period as set out in a written notice to it from MS Australia, specifying the breach and requiring it to be remedied;
  - (2) an Insolvency Event occurs in respect of the Grantee or the Institution;
  - (3) the Grantee or the Institution is in breach of the Funding Agreement and that breach is not capable of being remedied; or
  - (4) the Grantee has failed to provide a suitably informative Progress Report reflecting the research progress.
- (b) MS Australia may terminate this Funding Agreement for convenience on 30 days' written notice to the Grantee and the Institution.
- (c) The Grantee and the Institution jointly (and not severally) may terminate the Funding Agreement immediately by written notice to MS Australia upon the occurrence of one of the following events:
  - (1) if MS Australia is in breach of the Funding Agreement and fails to remedy that breach within the reasonable period as set out in a written notice to it from either the Grantee or the Institution, specifying the breach and requiring it to be remedied;
  - (2) an Insolvency Event occurs in respect of MS Australia; or
  - (3) MS Australia is in breach of the Funding Agreement and that breach is not capable of being remedied.
- (d) Termination shall not prejudice or affect any right or action which shall have accrued or shall thereafter accrue to either party.
- (e) Upon termination or expiry of the Funding Agreement:
  - (1) the Grantee must provide MS Australia with all Deliverables in any format as reasonably requested by MS Australia (whether complete or incomplete); and
  - (2) unless as otherwise provided by the terms of the Funding Agreement, each party must return to the other party or (if requested by the other party) destroy all Confidential information belonging to that party.



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## **9. Equipment**

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- (a) Equipment purchased with an MS Australia grant will normally become the property of the host Institution subject to the following conditions:
  - (1) The Grantee will have free use of it during the tenure of the grant from MS Australia or any subsequent grants in connection with research relevant to multiple sclerosis.
  - (2) The Institution will be responsible for installing, accommodating, maintaining and insuring equipment.
  - (3) In particular circumstances, and as specified at the time of purchase MS Australia may retain ownership of equipment.

## **10. Communication responsibilities upon publication of research**

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- (a) The Grantee and the Institution must ensure that MS Australia is appropriately named and recognised in all internal and external communication relating to the publication and presentation opportunities of the grant.
- (b) The Grantee and the Institution must ensure that MS Australia is listed as a funding contributor in any publication arising from or relating to the grant.
- (c) The Grantee and the Institution must notify MS Australia of any publications or any significant developments (including after the funding period concludes) that arise as a result of this grant. Examples would be a significant discovery, a media opportunity, a directly related article in a prestigious journal or a significant competitive commonwealth or large philanthropic grant. The notification and a copy of the publication can be provided to MS Australia by email: [research@msaustralia.org.au](mailto:research@msaustralia.org.au).

## **11. Intellectual Property**

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- (a) Intellectual property resulting from MS Australia funded research normally belongs to the administering or host Institution and must be handled in the national interest.
- (b) The Grantee must immediately notify, or must procure the responsible Officer of the host Institution to immediately notify, MS Australia in writing of any patentable discoveries, inventions, processes or improvements arising from MS Australia supported research.
- (c) The Institution is authorised to conduct all necessary negotiations concerning the patent proceedings.
- (d) Any revenue derived from commercial exploitation of inventions arising from MS Australia funded research must be disclosed (in confidence, if required) to MS Australia at the time of submission of progress reports and may be considered when funding of subsequent grants is being determined.



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## **12. Liability**

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- (a) Subject to subclause (b), and to the extent permitted by applicable laws, neither party will be liable to the other for any Consequential Loss arising out of or in connection with this Funding Agreement.
- (b) Subclause (a) does not limit the Grantee's liability arising from any breach of clause 1616 (Confidentiality), or clause 11 (Intellectual Property).
- (c) Unless otherwise specified, neither party is liable to third parties regarding or arising out of or in connection with this Funding Agreement.

## **13. Indemnity**

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The Institution must indemnify (and keep indemnified) MS Australia and its Personnel against any Claim or Loss suffered by MS Australia or its Personnel, arising from any breach by the Institution or the Grantee of this Funding Agreement. The Institution's liability under this clause 13 will be reduced by the extent to which (if any) MS Australia caused or contributed to the breach or event giving rise to the indemnified Claim or Loss.

## **14. Insurance**

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- (a) The Institution must, at all times during the term of this Funding Agreement maintain:
  - (1) the insurance cover relevant and necessary in relation to the grant and project, including without limitation:
    - (A) public and products liability insurance in the amount of \$10 million per occurrence and in the aggregate;
    - (B) worker's compensation insurance as required by law; and
  - (2) any other insurance as required by Law.
- (b) The Institution must, on request by MS Australia, produce evidence of the insurance required under clause 14(a).

## **15. Warranties**

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- (a) Each party warrants to the other party that it has the full right and title to enter into this Funding Agreement, and to grant the rights set out in the same.
- (b) The Grantee warrants that:
  - (1) the Grantee will perform the research with due care, diligence and skill;
  - (2) the research will be fit for the purpose described in the aims of the Grantee's funding application; and
  - (3) the Grantee will provide the research by no later than the Research End Date.



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## **16. Confidentiality**

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- (a) A party must not, without the prior written approval of the other party, disclose the other party's Confidential Information.
- (b) Each party must take reasonable steps to ensure that its Personnel do not make public or disclose the other party's Confidential Information.
- (c) A party is not in breach of this clause in circumstances where it is legally compelled to disclose the other party's Confidential Information.
- (d) Notwithstanding any other provision of this clause, the parties may disclose the terms of the Funding Agreement (other than Confidential Information of a technical nature) to their respective Personnel.
- (e) Each party must on demand, and on termination or expiry of the Funding Agreement, return to the other party or destroy any Confidential Information supplied by the other party in connection with the Funding Agreement.

## **17. Survival**

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The following clauses shall survive termination or expiry of the Funding Agreement: Clauses 11 (Intellectual Property Rights); 16 (Confidentiality); 12 (Liability) and this clause 7 (Termination or transfer of grants).

## **18. Definitions; Interpretation**

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- (a) **Confidential Information** means in relation to each party (for the purposes of this definition, Discloser), all information disclosed by or on behalf of the Discloser, concerning or relating to:
  - (1) know-how, trade secrets, ideas, marketing strategies, operational information, technical information and financial information;
  - (2) information, which, by its nature or by the circumstances of its disclosure, is or could reasonably be expected to be regarded as confidential; or
  - (3) personal information (having the meaning given in the *Privacy Act 1988* (Cth)),but excluding any such information:
  - (4) which is publicly known;
  - (5) which is disclosed to the other party without restriction by a third party (other than the Discloser) and without any breach of confidentiality by that third party; or
  - (6) which is developed independently by the other party without reliance on any of the Confidential Information.





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- (b) **Consequential Loss** means any loss of business opportunity; loss or use or amenity, or loss of anticipated savings; special, exemplary or punitive damages; and any loss which does not directly and naturally flow in the normal course of events from the occurrence of the event giving rise to the liability for such loss, whether or not such loss was in the contemplation of the parties at the time of entry into the Funding Agreement.
- (c) **Claim** means, in relation to a person, any action, allegation, claim, demand, judgment, liability, proceeding, remedy, right of action or right of set-off made against the person concerned however it arises whether it is present, unascertained, immediate, future or contingent, based in contract, tort, statute or otherwise, or it involves a third party or a party to the Funding Agreement.
- (d) **Data Breach** means any failure, act, or omission (whether accidental or otherwise, and no matter by whom it was committed) which has caused, or has the potential to cause, an unauthorised access to or misuse, interference, modification, disclosure or loss of any systems or data used or held in connection with the Funding Agreement.
- (e) **Funding Agreement Details** means the schedule at the beginning of this Funding Agreement.
- (f) **Grantee** means an individual who has been awarded a grant from MS Australia.
- (g) **Insolvency Event** means an event of bankruptcy or insolvency, an assignment for the benefit of creditors, the appointment of an administrator, receiver, receiver and manager, provisional liquidator, liquidator and official manager or any similar person to any assets of a person, a failure to comply with a statutory demand, or anything else which occurs which is analogous or has a substantially similar effect, under the laws of any relevant jurisdiction, or the person is otherwise insolvent or unable to pay its debts as and when they fall due.
- (h) **Loss** means any loss (including Consequential Loss), diminution in value or deficiency of any kind whether indirect or otherwise.
- (i) **Related Entity** has the meaning given in the *Corporations Act 2001* (Cth).
- (j) **Personnel** means in relation to a party, any Related Entity, employee, officer, agent, contractor or professional adviser of that party.
- (k) Where a term used in this Funding Agreement appears in bold type in the Funding Agreement Details, that term has the meaning shown opposite it in the Funding Agreement Details.