

Agreement

JDRF Funding Agreement

JDRF Australia

[Insert Institution]

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JDRF Funding Agreement

Date ►

Between the parties

JDRF	JDRF Australia ABN 40 002 286 553 of Level 4, 80-84 Chandos Street, St Leonards NSW 2065
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Institution	[insert name] ABN [insert #] of [insert address]
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- Recitals
- 1 JDRF funds research to positively impact the lives of people with type 1 diabetes in Australia and has been awarded funds from the Commonwealth of Australia, as represented by the Department of Health, to fund such research.
 - 2 JDRF sought applications for funding under **[insert JDRF program name]**, which aims to support bold, innovative research, which:
 - a. increases the volume and impact of type 1 diabetes research in Australia, supports the translation and progress of early stage science and nurtures current and future research leaders in type 1 diabetes;
 - b. if successful would improve the lives of people with type 1 diabetes; and
 - c. would be expected to benefit the Type 1 Diabetes Clinical Research Network (the **Network**, as further defined below) by strengthening the skill set, knowledge base and capacity in Australian type 1 diabetes research.
 - 3 The Institution submitted an application for such funding, which, with any modifications agreed with JDRF, is the Research Proposal set out in Schedule 4 for the conduct of the Project.
 - 4 JDRF agrees to provide the Funds to the Institution, in instalments on achievement of relevant Milestones, to support the conduct of the Project, and the Institution agrees to be accountable for the Funds, on the terms of this agreement.
-

The parties agree as follows:

1 The Project

1.1 Project

- (a) The Institution must conduct the Project:
 - (1) in accordance with the Project description outlined in, and all other aspects of, the Research Proposal;
 - (2) in accordance with any conditions of the Reviewing HREC (if applicable); and
 - (3) in a diligent and competent manner, and to high professional, ethical and industry standards for the conduct of research and good scientific practice including all relevant NHMRC guidelines (including the *Australian Code for the Responsible Conduct of Research* (2018)).
- (b) The Institution:
 - (1) must comply with all applicable laws and all reasonable directions given by JDRF in performing its obligations under this agreement and carrying out the Project; and
 - (2) is responsible for ensuring that its Personnel comply with this agreement.

1.2 Milestones

- (a) The Institution must achieve:
 - (1) each Milestone by the Milestone Date in respect of that Milestone; and
 - (2) Project Completion by the End Date.
- (b) The Institution must promptly notify JDRF of any expected or actual delay in the progress of the Project. For the avoidance of doubt, this does not limit the Institution's obligations in clause 1.2(a) or JDRF's rights or remedies in respect of any breach by the Institution of clause 1.2(a).

1.3 Approvals

The Institution acknowledges and agrees that:

- (a) it must obtain, keep current and comply with all relevant notifications and approvals necessary for the lawful conduct of the Project, including all relevant institutional ethics committee approvals;
- (b) it must provide evidence of such approvals, to JDRF's reasonable satisfaction, before any Funds are provided by JDRF under this agreement; and
- (c) if at any time any approvals require a modification of the research plan in, or other aspects of, the Research Proposal, the Institution must promptly seek approval from JDRF for that variation. JDRF may withhold its approval in its discretion, and JDRF may require changes to this agreement including the Funds as a condition of its approval.

1.4 Further terms

The Institution agrees that:

- (a) if the Project involves a clinical trial or uses human samples, the terms of Schedule 5 apply; and
- (b) if the Project is part of JDRF's fellowship or career development programs, the terms of Schedule 6 apply.

1.5 Regulatory Authorities

- (a) If the Institution is contacted by any Regulatory Authority in connection with the Project, the Institution must immediately notify JDRF, unless prevented from doing so by law.
- (b) The Institution must take all reasonable steps to rectify any matter raised by a Regulatory Authority or as a result of an audit of the Institution in connection with the Project.

2 Principal Investigator

2.1 Role of Principal Investigator

The Principal Investigator is the person responsible for the day to day conduct of the Project. The Principal Investigator does not have authority on behalf of the Institution to amend this agreement.

2.2 Obligations and Responsibilities

Without limiting any other obligations of the Institution, the Institution is responsible for ensuring the Principal Investigator:

- (a) conducts the Project in accordance with the Research Proposal and this agreement;
- (b) ensures written approval has been obtained to conduct the Project from the Reviewing HREC, if applicable;
- (c) uses best efforts to achieve the aims and objectives of the Project, adheres to the study design, methods and other description of the research in the Research Proposal and progresses the research activities in accordance with the timetable in the Research Proposal;
- (d) as soon as is practical, advises JDRF if there are any changes to the approval, including ethics approvals, required to conduct the Project;
- (e) provides the reports to JDRF as required by this agreement;
- (f) is available when a research representative of JDRF visits the Institution or Study Site, as mutually agreed prior to the visit, and is contactable by telephone or electronic mail as frequently as is reasonably required by JDRF;
- (g) is not subject to any obligations, either contractually or in any other way, which would unreasonably interfere with or prohibit the performance of work related to the Project;

- (h) completes and maintains any Project Materials;
- (i) records any Project IP created or developed during the Project;
- (j) is aware of, and complies with, the IP Policies; and
- (k) complies with the Data Sharing Plan.

2.3 Replacement of Principal Investigator

If the Principal Investigator leaves the institution or otherwise ceases to be available then:

- (a) the Institution must notify JDRF as soon as practical;
- (b) the Institution must consult with JDRF and use reasonable endeavours to nominate as soon as practicable a replacement reasonably acceptable to both parties; and
- (c) if a replacement cannot be found who is acceptable to both parties, JDRF may terminate this agreement in accordance with clause 13.3(a)(2).

3 Payment of Funds

3.1 Milestone Payments

- (a) Subject to the Institution complying with this agreement and achieving the Milestones, and the Principal Investigator complying with the matters set out in clauses 2.2(a) to 2.2(k), JDRF will pay the Institution the Funds in instalments, by paying each Milestone Payment following achievement of the relevant Milestone to JDRF's reasonable satisfaction and within 20 Business Days' of receipt of a valid invoice issued by the Institution.
- (b) The Institution must give prompt written notice to JDRF upon achievement of each Milestone with all relevant details to support such achievement.

3.2 Use of Funds

The Institution must:

- (a) only use the Funds for the purpose of the Project and only to pay for specific items set out in the Budget. The Institution agrees that it is responsible for administration of the Funds, including distribution of the Funds to any Permitted Sub-Contractors, in accordance with this agreement;
- (b) keep clear, accurate and stand-alone records and accounts in relation to the Funds, including expenditure against the Budget, and allow such records and accounts to be inspected by JDRF or its representative upon reasonable notice;
- (c) not use any Funds to pay any costs in respect of any period before the Commencement Date or after the End Date.

3.3 Resources

The Institution must:

- (a) meet the normal overhead and operating expenses of the Institution;

- (b) provide the facilities and resources necessary for the conduct of the Project, including all supplies, equipment and other materials required for the Project; and
- (c) make all payments required to engage all Personnel required to carry out the Project,

which are not expressly included in the Budget.

3.4 FTE Commitments of Personnel

- (a) Without limiting clause 3.2, the Institution:
 - (1) must ensure that Personnel identified in the Research Proposal, including the Principal Investigator, are devoted to the Project according to their FTE Commitment; and
 - (2) must notify JDRF as soon as possible on becoming aware that, for any reason, the working hours of the Principal Investigator, or any other Personnel identified in the Research Proposal (including the Budget) will be or are less than the FTE Commitment for those Personnel and must consult with JDRF on any actions to in relation to those circumstances, including replacement where appropriate, with JDRF's approval.
- (b) Without limiting any other rights or remedies of JDRF, JDRF may reduce the Funds pro rata if at any time the working hours for relevant Personnel identified in the Research Proposal are less than the FTE Commitment for those Personnel.

3.5 Other funding

- (a) JDRF encourages the Institution and the Principal Investigator to obtain additional funding and in kind contributions for the Project which do not duplicate the proposed expenditure of the Funds as set out in the Budget, including to extend the scope of the research being undertaken.
- (b) If the Institution or the Principal Investigator secures additional funding or any in-kind contribution for the Project (**Additional Funding**), the Institution must, or must procure the Principal Investigator (as applicable) does:
 - (1) within 5 Business Days of the award of the Additional Funding:
 - (A) notify JDRF, specifying details of the Additional Funding and the budget items in respect of the Project it is to cover and confirming that the Additional Funding does not duplicate the Funds; and
 - (B) provide JDRF a copy of the agreement(s) and budget in respect of the Additional Funding; and
 - (2) promptly provide any other information or documents JDRF reasonably requests in relation to the Additional Funding.
- (c) JDRF will promptly notify the Institution if, based on the information provided pursuant to clause 3.5(b), JDRF considers that there is any duplication between the Additional Funding and the Funds (in which case clause 3.6(a)(3) applies).
- (d) The Institution agrees not to seek or receive, and must ensure that its Personnel do not seek or accept, funding or any in-kind contribution for the Project, or any component of the Budget, from a third party which duplicates the

Funds, including in respect of salary and on costs for any of its Personnel for the working hours of that Personnel included in the Budget, unless agreed in writing by JDRF.

3.6 Deferral or reduction of payments

- (a) JDRF may, at its discretion, defer, reduce or not make a payment of any part of the Funds:
- (1) where it forms the reasonable opinion that the full payment of the Funds is not required by the Institution to complete the Project, including in relation to any changes to the scope of the Project;
 - (2) until the Institution performs any of its obligations or activities to achieve a Milestone, or other obligations under this agreement, that are required to be completed up to the date when the applicable Milestone Payment is due to be paid;
 - (3) if JDRF reasonably considers that any Additional Funding obtained for the Project duplicates the Funds as allocated in the Budget;
 - (4) if the Principal Investigator does not or is not able to work on the Project in accordance with clause 2.2(a);
 - (5) JDRF reasonably believes that the Institution has not complies with this agreement, is unlikely to be able to perform the Project or manage the Funds in accordance with this agreement, or there is a serious concern relating to this agreement that requires investigation; or
 - (6) the Project ceases.
- (b) The Institution acknowledges and agrees that if JDRF reasonably considers it may not have sufficient funds to allocate to pay any part of the Funds when due, JDRF may defer payment of that part of the Funds, by notice to the Institution, until such time as it does have sufficient funds.

3.7 Unavailability of Funds

Notwithstanding any other provision of this agreement, if for any reason, including if the Commonwealth does not pay to JDRF any portion of the funds under the Commonwealth Funding Agreement, JDRF is not required to pay that portion as Funds to the Institution, and JDRF is under no obligation to provide any replacement funds, including from other sources, in respect of any portion of the Funds that JDRF does not pay the Institution under this clause 3.7.

3.8 Repayment of Surplus Funds to JDRF

If the Institution holds unexpended Funds when:

- (a) the agreement is terminated before the Project is complete; or
- (b) the Project is completed,

(**Surplus Funds**), then the Institution must notify JDRF of the amount of the Surplus Funds within 20 Business Days of termination or the End Date (as applicable) and, subject to any agreement in writing between the Institution and JDRF for the reallocation of any of the Surplus Funds to further research associated with the Project (if requested by the Institution), repay all Surplus Funds to JDRF within a further 20 Business Days.

3.9 Repayment of misspent Funds

If JDRF determines acting reasonably that an amount of the Funds has been spent other than in accordance with this agreement, JDRF may notify the Institution of such amount, and the Institution must repay that amount to JDRF with 20 Business Days of JDRF's notice.

3.10 Payment of Funds only

Other than as expressly provided for in this clause 3, JDRF is not obliged to make any payments in connection with the Project, including in respect of annual leave, sick leave, parental leave, long service leave, public holidays, redundancy payments, superannuation, employment related taxed or any other similar benefits and payments under any law or industrial instrument, or any other on costs, in connection with any of Personnel who work on the Project.

3.11 Communication with third party funders

- (a) The Institution acknowledges and agrees that JDRF is solely responsible for administering the Funds and reviewing and assessing the performance of the Project by the Institution pursuant to this agreement.
- (b) The Institution must not, and must ensure the Principal Investigator and other Personnel do not, contact or otherwise directly communicate with the Commonwealth in relation to the Funds or the Project, or in relation to any other matter the subject of this agreement, except with the prior written consent of JDRF.

4 Sub-contracting

- (a) The Institution may engage with collaborating institutions, sub-contractors, contract research organisations (**CROs**) and other research sites in relation to the Project, including as set out in the Research Proposal, provided that the Institution complies with the terms of this clause 4.
- (b) The Institution must not sub-contract any of its obligations under this agreement, including by entering into an agreement with a collaborating institution, CRO, or other research site, without the prior written consent of JDRF. JDRF may give its consent in its sole discretion and may give its consent subject to conditions, including setting performance milestones for the sub-contractor, collaborating institution, CRO or other research site (as applicable), which the Institution agrees to ensure are complied with. Once a sub-contractor, collaborating institution, CRO or other research site is consented to by JDRF that entity becomes a **Permitted Sub-Contractor**.
- (c) Without limiting clause 4(b), where the Institution sub-contracts the performance of any part of the Project, or otherwise any obligation under this agreement, the Institution must procure that:
 - (1) the Permitted Sub-Contractor complies with the terms of this agreement and grants all rights as if the Permitted Sub-Contractor were the Institution;

- (2) the agreement with the Permitted Sub-Contractor contains all relevant terms of this agreement and does not conflict or detract from the rights or entitlements of JDRF under this agreement.
- (d) If the Institution proposes to pay any Funds to a Permitted Sub-Contractor, the Institution agrees to only pay such Funds to the Permitted Sub-Contractor after JDRF has determined that the Permitted Sub-Contractor has achieved satisfactory performance of any milestones set for that Permitted Sub-Contractor in accordance with clause 4(b).
- (e) On request, the Institution agrees to give JDRF a copy of any sub-contract or other agreement it enters into with a Permitted Sub-Contractor in relation to the Project.

5 Reporting

5.1 Interim Reports

- (a) Within 20 Business Days after each Interim Report Date the Institution must provide to JDRF a written report on the progress of the Project as at the Interim Report Date (**Interim Report**).
- (b) The Interim Report must:
 - (1) include the Interim Report Reporting Requirements set out in Schedule 2; and
 - (2) be in a form and contain any other content reasonably required by JDRF from time to time as notified by JDRF to the Institution prior to the relevant Interim Report Date.

5.2 Annual Report

- (a) Within 20 Business Days after each Annual Report Date the Institution must provide to JDRF a written report on the progress of the Project as at the Annual Report Date (**Annual Report**).
- (b) The Annual Report must:
 - (1) include the Annual Report Reporting Requirements set out in Schedule 2; and
 - (2) be in a form and contain any other content reasonably required by JDRF as notified by JDRF to the Institution from time to time.

5.3 Expenditure Reports

- (a) Within 20 Business Days after the end of each Expenditure Report Date in each year of the Term the Institution must submit through the template available on RMS360, or as otherwise required by JDRF, an expenditure report containing a financial accounting of Funds received from JDRF against Funds expended under this agreement including in respect of the Project, including any unspent Funds, and receipt and expenditure of any Additional Funding.
- (b) Within 40 Business Days after the Final Report Date the Institution must submit through the template available on RMS360, or as otherwise required by JDRF, a final expenditure report containing a financial accounting of all Funds received

from JDRF against all Funds expended under this agreement including in respect of the Project, including any unspent Funds and receipt and expenditure of any Additional Funding in respect of the Project.

5.4 Final Report

- (a) Within 40 Business Days after the Final Report Date, the Institution must provide to JDRF a written final report on the Project (**Final Report**).
- (b) The Final Report must be in the form of the final reporting template made available by JDRF on the Website or RMS360 or otherwise required by JDRF, and must include the Final Report Reporting Requirements set out in Schedule 2.

5.5 Other reporting

- (a) The Institution must promptly provide any other report reasonably requested by JDRF from time to time, including:
 - (1) any reports specific to the Project (**Project Specific Reports**) as set out in the Reporting Requirements in Schedule 2; and
 - (2) to enable JDRF to report to or respond to information requests from the Commonwealth.
- (b) The Institution must in respect of all reports, including Interim Reports, Annual Reports, Expenditure Reports, the Final Report and any reports under clause 5.5(a):
 - (1) ensure that information included in its reports is complete, accurate and not misleading; and
 - (2) address any aspect of its reports which JDRF reasonably considers unsatisfactory and resubmit such reports within the time requested by JDRF.

5.6 Audit and monitoring

- (a) The Institution is responsible for ensuring that Funding is held and expended in accordance with this agreement.
- (b) The Institution must permit JDRF or a person designated by JDRF to access all of the Institution's Personnel involved in the Project and all accounts, records, documents and premises in relation to the Project and the administration of the Funds to conduct reviews to ensure the terms of this agreement have been and are being met.
- (c) The Institution must promptly:
 - (1) provide such access and information and assist in making copies, as reasonably required by JDRF;
 - (2) comply with reasonable requests, directions and monitoring requirements of JDRF; and
 - (3) cooperate with and assist JDRF in any review or other evaluation that JDRF undertakes,
 in respect of the Project or the Funds.

6 Network activities

The Institution must procure that the Principal Investigator:

- (a) participates in Network events such as workshops, annual meeting and involvement in scientific advisory panels, as reasonably requested by JDRF;
- (b) performs such other Network activities reasonably requested by JDRF, such as reviewing research proposals, participating on ad hoc committees and other relevant activities; and
- (c) otherwise complies with the Network Charter.

7 Commonwealth Funding

- (a) The Institution acknowledges that:
 - (1) JDRF receives funding from the Commonwealth of Australia as represented by the Department of Health (**Commonwealth**) under a Commonwealth Standard Grant Agreement dated 28 March 2019 (**Commonwealth Funding Agreement**) forming part of the Medical Research Future Fund established under the *Medical Research Future Fund Act 2015 (MRFF)*;
 - (2) the Project is an aspect of the 'project' referred to in the Commonwealth Funding Agreement; and
 - (3) the Commonwealth may cancel or reduce the scope of the funds provided to JDRF under the Commonwealth Funding Agreement during the Term as a result of a change in government policy.
- (b) To assist JDRF in complying with its obligations under the Commonwealth Funding Agreement, the Institution agrees:
 - (1) JDRF may disclose details of this agreement, the Institution and Principal Investigator to the Commonwealth on request;
 - (2) to notify JDRF about events relating to the Project so that JDRF may (or may require the Institution to) provide an opportunity for the Minister for the Department of Health, or their representative, to attend such events;
 - (3) to ensure that the MRFF is appropriately badged and acknowledged in any correspondence, public announcements and publically available materials including reporting of key findings, presentations and publications relating to the Project;
 - (4) to acknowledge the Commonwealth's support in all Publications of Project Materials and promotional and advertising materials Published in connection with this agreement (including by using any form of acknowledgment notified to Institution by JDRF or the Commonwealth);
 - (5) to give the Commonwealth, or any persons authorised in writing by the Commonwealth:
 - (A) access to premises where the Project is being undertaken and where Project Materials are kept; and

- (B) permission to inspect and take copies of any Project Materials.

The Auditor-General and any Information Officer under the *Australian Information Commissioner Act 2010* (Cth) (including their delegates) are persons authorised for the purpose of this clause 7(b)(5);

- (6) to ensure its Personnel and any Permitted Sub-Contractors will not engage in Fraud in relation to the Project (in this clause **Fraud** means dishonestly obtaining a benefit, or causing a loss, by deception of other means, and includes alleged, attempted, suspected or detected fraud). If the Institution becomes aware of any Fraud in relation to the performance of the Project or any other Fraud which has had or may have an effect on the performance of the Project, the Institution must within 5 Business Days, report the matter to JDRF, the Commonwealth and all appropriate law enforcement and regulatory authorities; and
- (7) to ensure that it complies at all times with all applicable work health and safety legislative and regulatory requirements.
- (c) The Institution agrees that JDRF may:
- (1) provide Project Material to the Commonwealth as part of JDRF's reporting requirements under the Commonwealth Funding Agreement (any Project Materials actually provided being the **Reporting Material**); and
- (2) grant the Commonwealth a permanent, non-exclusive, irrevocable, royalty free licence to use, modify, communicate, reproduce, publish, adapt and sub-license Reporting Material for Commonwealth Purposes. For the purpose of this clause, **Commonwealth Purposes** includes the Commonwealth:
- (A) verifying and assessing funding proposals, including a grant application;
- (B) administering, monitoring, reporting on, auditing, publicising and evaluating a grant program or exercising its rights under the Commonwealth Funding Agreement;
- (C) preparing, managing, reporting on, auditing and evaluating agreements, including the Commonwealth Funding Agreement; and
- (D) developing and publishing policies, programs, guidelines and reports including Commonwealth annual reports,
- but in all cases excludes the commercialisation (being for-profit use) of the Reporting Material by the Commonwealth.
- (d) On request by the Institution, JDRF agrees to use its reasonable endeavours to limit the Project Material included in the Reporting Material which the Institution advises is Confidential Information.
- (e) The Institution:
- (1) undertakes not to impede or prevent JDRF from complying with any of its obligations under the Commonwealth Funding Agreement; and
- (2) agrees that if JDRF is required to provide or do anything at the reasonable request of the Commonwealth under the Commonwealth Funding Agreement which relates (in whole or in part) to the Project,

the Institution will provide or do anything that JDRF reasonably requires to fulfil that Commonwealth request.

- (f) The Institution indemnifies the JDRF Indemnified Persons against any liability, loss, damage, cost and expense suffered or incurred by a JDRF Indemnified Person arising from any claim by the Commonwealth, its officers, employees or contractors, in connection with the Project. The Institution's liability to indemnify a JDRF Indemnified Person will reduce proportionally to the extent that any act or omission involving fault on the part of that JDRF Indemnified Person or the Commonwealth, or their officers, employees or agents contributed to the liability, loss, damage, cost or expense.
- (g) JDRF holds the benefit of the indemnity in clause 7(f) for itself and on trust for the other JDRF Indemnified Persons.
- (h) Any specific provision of this agreement does not limit the requirements of this clause 7.

8 Conflicts of interest

- (a) The Institution must notify JDRF of any and all conflicts of interest that it or its Personnel involved in the Project have, which may potentially influence or appear to influence the research or activities related to the Project:
 - (1) prior to signing this agreement for those conflicts of interest which exist at that time; and
 - (2) for any such conflicts which arise during the Term, immediately upon becoming aware of them.
- (b) Without limiting clause 8(a), before this agreement is signed by JDRF:
 - (1) the Institution and the Principal Investigator must sign the form of declaration titled '[insert]' available on the Website; and
 - (2) all other Personnel of the Institution identified in the Research Proposal must sign the certification in the Network Policy for Conflict of Interest. The Institution must ensure that any other of the Institution's Personnel involved in the Project during the Term must sign that certification before commencing work on the Project.
- (c) Without limiting clause 7, the Institution:
 - (1) warrants it has in place, prior to signing this agreement, established and documented processes for managing actual or potential conflicts of interest (**Institution COI Policy**); and
 - (2) must comply, and must ensure its Personnel comply, with the Institution COI Policy in relation to the Project.

9 Intellectual Property

9.1 Ownership of Project IP

Project IP will be owned by the Institution upon creation.

9.2 Compliance with IP Policies

The Institution agrees to comply with the IP Policies with respect to the Project and the Project IP.

9.3 Licences to JDRF

- (a) The Institution grants to JDRF a non-exclusive, perpetual, irrevocable, royalty-free licence to use (including the right to sub-license) the Project IP for any non-commercial purpose.
- (b) The Institution grants to JDRF a non-exclusive, perpetual, irrevocable, royalty free licence to use (including the right to sub-license) the Background IP solely for the purpose of exercising JDRF's rights in the Project IP, for the purpose for which the Background IP was provided to JDRF or for any non-commercial purpose.

9.4 Non-infringement

The Institution must ensure that:

- (a) nothing done by the Institution in carrying out the Project will infringe the Intellectual Property rights of any person; and
- (b) the Institution is entitled to grant the rights to the Project IP and the Background IP under this agreement and the exercise of those Intellectual Property rights in accordance with this agreement will not infringe the Intellectual Property rights of any person.

9.5 Project Materials

- (a) The Institution must:
 - (1) ensure that all Project IP is documented in the Project Materials; and
 - (2) document the creation and ownership (including chain of title) for the Project IP in the Project Materials;
 - (3) if requested by JDRF, provide a copy of the requested Project Materials to JDRF; and
 - (4) if requested by JDRF provide a statement by the Technical Transfer Officer (or equivalent officeholder at the Institution) verifying the details of the Project IP created or developed during the conduct of the Project.
- (b) The Institution must retain and preserve a copy of all Project Materials for at least 15 years from the End Date.

10 Commercialisation Revenue-Sharing

- (a) The Institution must pay JDRF the Revenue Share, until such payments to JDRF in aggregate equal the Commercialisation Payment Amount.

- (b) The Institution must pay the Revenue Share at least annually, within 90 days after the end of each calendar year in respect of the Net Revenue received that year, or in such other instalments as agreed with JDRF from time to time.
- (c) The Institution must provide to JDRF, upon request, financial information adequate to establish and document the amount of Net Revenue.
- (d) JDRF shall have the right to audit the Institution's books and records annually in order to verify the Net Revenue.
- (e) The Institution must procure from any other recipient of Net Revenue (including any Permitted Sub-Contractor) all rights necessary to enable the Institution to comply with this clause 10.
- (f) The Institution must act in good faith, and must procure that all third parties commercialising the Project IP act in good faith, in commercialising Project IP, having regard to the principles in the IP Policies and JDRF's interests under this clause 10, among other appropriate commercial considerations.
- (g) If the Institution assigns, transfers or otherwise disposes of the Project IP, it must ensure that the new owners of the Project IP are required to pay the Revenue Share to JDRF until such time as payment from the Institution and the new owner (in aggregate) equals the Commercialisation Payment Amount.

11 Insurance

- (a) The Institution must effect and maintain adequate insurance to cover any liability arising as a result of its conduct of the Project or any acts or omissions in connection with this agreement.
- (b) The Institution must effect all insurance required under workers' compensation legislation in respect of its Personnel.
- (c) If requested, the Institution must provide JDRF with certificates of currency in respect of the insurance required under this clause 11.

12 Indemnity

- (a) The Institution must indemnify the JDRF Indemnified Persons against all Loss suffered or incurred by the JDRF Indemnified Persons in connection with:
 - (1) any act or omission of the Institution, its officers, employees, agents or Permitted Sub-Contractors, in connection with this agreement or the Project, including in obtaining or accepting the Funds, in expending or applying the Funds or otherwise in the conduct of the Project, except to the extent that such Loss arises from the gross negligence of that JDRF Indemnified Person; and
 - (2) any claim by any person that use by JDRF or its sub-licensees of Background IP or Project IP in accordance with this agreement infringes that third party's Intellectual Property rights.
- (b) JDRF holds the benefit of the indemnity in clause 12(a) for itself and on trust for the other JDRF Indemnified Persons.

- (c) The Institution agrees to include a similar indemnification provision in favour of JDRF by each Permitted Sub-Contractor in all sub-contracts and other agreements with Permitted Sub-Contractors in connection with the Project.

13 Term and Termination

13.1 Term

This agreement commences on the Commencement Date and continues until the End Date, unless terminated earlier in accordance with its terms (**Term**).

13.2 Either party on breach or insolvency

Either party may terminate this agreement by notice to the other party if:

- (a) the other party materially breaches this agreement and the breach cannot be remedied;
- (b) the other party breaches this agreement and fails to remedy the breach within 20 Business Days of receipt of a notice requiring the breach to be remedied; or
- (c) the other party is insolvent.

13.3 JDRF's additional rights to terminate

- (a) JDRF may terminate this agreement on 10 Business Days' notice to the Institution if:
 - (1) the Institution fails to achieve a Milestone by the Milestone Date in respect of that Milestone or fails to achieve Project Completion by the End Date, and no alternative arrangements have been agreed with JDRF;
 - (2) the Principal Investigator ceases to be employed by the Institution or ceases to devote their FTE Commitment to the Project, and no alternative arrangements have been agreed with JDRF;
 - (3) JDRF reasonably believes that it has received inaccurate, incomplete or misleading information in relation to the Project, including in the Research Proposal or any report provided under this agreement;
 - (4) any ethics committee or regulatory approval for the Project is withdrawn and not replaced on substantially the same terms within 10 Business Days of the cancellation or withdrawal; or
 - (5) in the reasonable opinion of JDRF the Project is not being carried out with competence, diligence and scientific honesty.
- (b) JDRF may terminate this agreement without cause on 30 days' notice to the Institution. In the event of such early termination, JDRF will pay the Institution for all amounts due and payable in accordance with Schedule 3 up to the date of termination

14 Consequences of termination

- (a) On termination or expiry of this agreement, the Institution must:
 - (1) promptly initiate all action required to close the Project and, subject to any applicable retention requirements imposed by law, return to JDRF (or destroy at JDRF's request, and provide evidence of such destruction) any JDRF Confidential Information;
 - (2) promptly provide to JDRF, and in any event within 60 Business Days after the date of termination or expiry of this agreement, the Final Report; and
 - (3) within 10 Business Days' repay to JDRF any Funds which were not expended in accordance with this agreement or which are unspent on completion of the Project or earlier termination.
- (b) Termination or expiry of this agreement does not affect any rights or remedies which have accrued as at termination or expiry.
- (c) Without limiting the survival of provisions which by their nature are intended to survive termination, the following provisions survive termination of this agreement: clauses 5.3, 5.4, 5.5, 5.6(b), 7, 9, 10, 14, 15, 16, 17, 18 and 21.

15 Privacy

- (a) Each party must ensure that any Personal Information it obtains or holds as a result of the conduct of the Project is collected, stored, used and disclosed by it only in accordance with the Relevant Privacy Laws.
- (b) The Institution must ensure that any of its Personnel who deal with Personal Information for the purposes of this agreement or the Project are aware of the requirements of the Relevant Privacy Laws and the Institution's obligations under this clause.
- (c) The Institution agrees to immediately notify JDRF if it becomes aware of an actual or possible breach of this clause by the Institution of any of its personnel or its Permitted Sub-Contractors.

16 Confidentiality

- (a) Subject to the other provisions of this clause 16, each party must:
 - (1) hold, and ensure that its Personnel holds, the Confidential Information of the other party in strict confidence;
 - (2) not use, and ensure its Personnel do not use, the Confidential Information of the other party other than for the purpose of performing its obligations or exercising its rights under this agreement.
- (b) A party may disclose the Confidential Information of the other party only:
 - (1) to the extent required by law, provided that party takes reasonable steps to inform the other party prior to disclosure;
 - (2) with the written consent of the other party; or

- (3) where JDRF is the Recipient, for the purpose of complying with the Commonwealth Funding Agreement.
- (c) Information will not be Confidential Information or subject to the provisions of this clause 16 where:
 - (1) the Recipient has independently received the information from a third party who is free to disclose it;
 - (2) the information is in or has entered the public domain other than as a result of a breach of this agreement;
 - (3) the Recipient already knew the information, the prior knowledge of which it can document by prior written records; or
 - (4) the Recipient independently develops, discovers or arrives at the information without use, reference to, or reliance upon, the Confidential Information.

17 Publication and acknowledgement

- (a) The Institution acknowledges and agrees that it is responsible for appropriately acknowledging all funders of the Project, including JDRF and the Australian Type 1 Diabetes Clinical Research Network (**T1DCRN**), in all Publications.
- (b) The Institution agrees to use its reasonable endeavours to ensure that research activities connected with the Project are published and translated into clinical practice, and de-identified data produced from the Project is made available in an open access repository, in accordance with best industry practice.
- (c) Without limiting any other provision of this agreement, where reasonably possible the Institution must procure the Principal Investigator acknowledges JDRF as the source of the Funds in all Publications Published by the Principal Investigator:
 - (1) during the Term; and
 - (2) after the Term, where the research the subject of the Publication was in whole or in part conducted during the Term, and whether related to the Project or not.
- (d) The Institution must ensure that following form of acknowledgement is used for the purposes of this clause 17:

'This research was supported by JDRF Australia, the recipient of the Commonwealth of Australia grant for Accelerated Research under the Medical Research Future Fund.

or such other acknowledgement notified by JDRF from time to time.
- (e) The Institution must not, and must procure that the Principal Investigator does not, Publish any material relating to the Project without the prior provision of a copy of the proposed Publication to JDRF for comment at least 30 days prior to the proposed submission date for Publication (**Approval Period**). If, during the Approval Period, JDRF reasonably requests that the material not be Published or submitted for Publication in the form provided, JDRF must provide reasons, and the Institution will consider the issues raised in consultation with JDRF prior to finalising the Publication.

- (f) The Institution must ensure, and must procure that the Principal Investigator ensures, that the acknowledgement of JDRF and the T1DCRN in Publications is in accordance with the Acknowledgement Policy.

18 Disputes

- (a) Any dispute or difference arising out of or in connection with this agreement or the Project (**Dispute**) will be resolved in the following manner:
- (1) the party claiming there is a Dispute will notify the other party in writing, setting out the nature of the Dispute;
 - (2) the parties will try to resolve the dispute through direct negotiation, including by referring the matter to person who have authority to resolve the Dispute;
 - (3) the parties have 10 Business Days from the date of the notice to reach a resolution or to agree that the Dispute is to be submitted to mediation or other alternative dispute resolution procedure;
 - (4) if:
 - (A) there is no resolution of the Dispute;
 - (B) there is no agreement on submission of the Dispute to mediation or other alternative dispute resolution procedure; or
 - (C) there is submission to mediation or other form of alternative dispute resolution procedure, but there is not resolution within 30 Business Days of the submission, or such extended time as the parties may agree in writing before the expiration of the 30 Business Days,
 then either party may commence legal proceedings.
- (b) Nothing in this clause prevents a party from instituting proceedings seeking urgent interlocutory relief.

19 GST

- (a) Any reference in this clause to a term defined or used in the A New Tax System (Goods and Services Tax) Act 1999 is, unless the context indicates otherwise, a reference to that term as defined or used in that Act.
- (b) Unless expressly included, the consideration for any supply made under or in connection with this agreement does not include an amount on account of GST in respect of the supply (**GST Exclusive Consideration**) except as provided under this clause.
- (c) To the extent that GST is payable in respect of any supply made by a party (**Supplier**) under or in connection with this agreement, the consideration to be provided under this agreement for that supply (unless it is expressly stated to include GST) is increased by an amount equal to the GST Exclusive Consideration (or its GST exclusive market value if applicable) multiplied by the rate at which GST is imposed in respect of the supply.

- (d) The recipient must pay the additional amount payable under clause 19(c) to the Supplier at the same time as the GST Exclusive Consideration is otherwise required to be provided so long as the Supplier has issued a tax invoice to the recipient.

20 Notices

20.1 Form of Notice

A notice or other communication to a party under this agreement (**Notice**) must be:

- (a) in writing; and
- (b) addressed to that party in accordance with the details nominated in Schedule 1 (or any alternative details nominated to the sending party by Notice).

20.2 How Notice must be given and when Notice is received

- (a) A Notice must be given by one of the methods set out in the table below.
- (b) A Notice is regarded as given and received at the time set out in the table below.

However, if this means the Notice would be regarded as given and received outside the period between 9.00am and 5.00pm (addressee's time) on a Business Day (**business hours period**), then the Notice will instead be regarded as given and received at the start of the following business hours period.

Method of giving Notice	When Notice is regarded as given and received
By hand to the nominated address	When delivered to the nominated address
By pre-paid post to the nominated address	At 9.00am (addressee's time) on the second Business Day after the date of posting
By fax to the nominated fax number	At the time indicated by the sending party's transmission equipment as the time that the fax was sent in its entirety. However, if the recipient party informs the sending party within 4 hours after that time that the fax transmission was illegible or incomplete, then the Notice will not be regarded as given or received. When calculating this 4 hour period, only time within a business hours period is to be included.

By email to the nominated email address	When the email (including any attachment) comes to the attention of the recipient party or a person acting on its behalf.
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20.3 Notice must not be given by email or other electronic communication

- (a) Notices of breach of termination must not be given by email.
- (b) A Notice must not be given by electronic means of communication other than fax and email as permitted in clause 20.2, and subject to 20.3(a).

21 General

21.1 Governing law and jurisdiction

- (a) This agreement is governed by the law in force in New South Wales.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in New South Wales.

21.2 Invalidity and enforceability

- (a) If any provision of this agreement is invalid under the law of any jurisdiction the provision is enforceable in that jurisdiction to the extent that it is not invalid, whether it is in severable terms or not.
- (b) Clause 21.2(a) does not apply where enforcement of the provision of this agreement in accordance with clause 21.2(a) would materially affect the nature or effect of the parties' obligations under this agreement.

21.3 Waiver

No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

The meanings of the terms used in this clause 21.3 are set out below.

Term	Meaning
conduct	includes delay in the exercise of a right.
Right	any right arising under or in connection with this agreement and includes the right to rely on this clause.
Waiver	includes an election between rights and remedies, and conduct which might otherwise give rise to an estoppel.

21.4 Variation

A variation of any term of this agreement must be in writing and signed by the parties.

21.5 Assignment of rights

- (a) Rights of the Institution under this agreement are not assignable without the prior written consent of JDRF.
- (b) A breach of this clause 21.5(a) by the Institution entitles JDRF to terminate this agreement.
- (c) Clause 21.5(b) does not affect the construction of any other party of this agreement.

21.6 Further action to be taken at each party's own expense

Each party must, at its own expense, do all things and execute all documents necessary to give full effect to this agreement.

21.7 Entire agreement

This agreement states all the express terms of the agreement between the parties in respect of its subject matter. It supersedes all prior discussions, negotiations, understandings and agreements in respect of its subject matter.

21.8 No reliance

Neither party has relied on any statement by the other party not expressly included in this agreement.

21.9 Counterparts

This agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A party may execute this agreement by signing any counterpart.

21.10 Relationship of the parties

- (a) Nothing in this agreement gives a party authority to bind any other party in any way.
- (b) The Institution must ensure that none of its Personnel involved in the Project represent themselves as being employees, partners or agents of JDRF, or as having any power or authority to bind or represent JDRF.
- (c) The Principal Investigator, any Institution Personnel involved in the Project and the Institution will not, by virtue of this agreement or for any purpose be, or be deemed to be, employees, partners, or agents of JDRF.
- (d) Nothing in this agreement imposes any fiduciary duties on a party in relation to any other party.

21.11 Interpretation

In this agreement:

- (a) Headings and bold type are for convenience only and do not affect the interpretation of this agreement.
- (b) The singular includes the plural and the plural includes the singular.
- (c) Words of any gender include all genders.
- (d) Other parts of speech and grammatical forms of a word or phrase defined in this agreement have a corresponding meaning.
- (e) An expression importing a person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency as well as an individual.
- (f) A reference to a clause, party, schedule, attachment or exhibit is a reference to a clause of, and a party, schedule, attachment or exhibit to, this agreement.
- (g) A reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them.
- (h) A reference to a document includes all amendments or supplements to, or replacements or novations of, that document.
- (i) A reference to a party to a document includes that party's successors and permitted assignees.
- (j) A reference to an agreement other than this agreement includes a deed and any legally enforceable undertaking, agreement, arrangement or understanding, whether or not in writing.
- (k) A reference to liquidation or insolvency includes appointment of an administrator, compromise, arrangement, merger, amalgamation, reconstruction, winding-up, dissolution, deregistration, assignment for the benefit of creditors, scheme, composition or arrangement with creditors, insolvency, bankruptcy, or any similar procedure or, where applicable, changes in the constitution of any partnership or person, or death.
- (l) No provision of this agreement will be construed adversely to a party because that party was responsible for the preparation of this agreement or that provision.
- (m) A reference to a body, other than a party to this agreement (including an institute, association or authority), whether statutory or not:
 - (1) which ceases to exist; or
 - (2) whose powers or functions are transferred to another body,
 is a reference to the body which replaces it or which substantially succeeds to its powers or functions.
- (n) Specifying anything after the words 'include' or 'for example' or similar expressions does not limit what else is included.

21.12 Business Day

Where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day.

21.13 Schedules

This agreement includes any schedule.

22 Definitions

The meanings of the terms used in this agreement are set out below.

Term	Meaning
Acknowledgment Policy	JDRF's Australian Type 1 Diabetes Clinical Research Network policy on acknowledgment of funding, as published on the Website as at the date of this agreement.
Additional Funding	has the meaning given in clause 3.5(b).
Annual Report	has the meaning given in clause 5.2(a).
Associated Entity	has the meaning given in section 50AAA of the <i>Corporations Act 2001</i> (Cth).
Background IP	Intellectual Property owned by or licensed to the Institution which is created or developed or otherwise held other than in connection with the Project or this agreement and which is used in the creation of, or otherwise required, to exercise rights in the Project IP.
Budget	the budget contained in the Research Proposal, as amended by written agreement of the parties from time to time.
Business Day	a day on which banks are open for business in Sydney, Australia excluding a Saturday, Sunday or public holiday in that city.
Commencement Date	the Commencement Date set out in Schedule 2.
Commercialisation Payment Amount	the commercialisation payment amount set out in Schedule 2.
Commonwealth	has the meaning given in clause 7(a)(1).
Commonwealth Funding Agreement	has the meaning given in clause 7(a)(1).
Confidential Information	<ol style="list-style-type: none"> 1 in respect of a party: <ol style="list-style-type: none"> a. all information relating to that party's past, existing or future business, operations, administration or strategic plans; and b. all information otherwise disclosed by or on behalf of that party that is designated as confidential or is of a confidential nature;

Term	Meaning
	<p style="text-align: center;">and</p> <p>2 in respect of each party, the terms of this agreement.</p>
Data Sharing Plan	the data sharing plan for the Project set out in the Research Proposal, including as amended after the date of this agreement in accordance with the IP Policies.
End Date	the End Date set out in Schedule 2, or such other date agreed in writing by the parties.
Expenditure Report	the reports outlined in clause 5.3.
Expenditure Report Date	the Expenditure Report Dates set out in Schedule 2.
Final Report	has the meaning given in clause 5.4.
Final Report Date	the Final Report Date set out in Schedule 2.
FTE Commitment	the working hours, expressed as either full time (1.0) or part time (0.#), which specified Personnel are required to devote to the Project during the Term, as set out in Schedule 2 in respect of the Principal Investigator and as set out in the Research Proposal in respect of other relevant Personnel.
Funds	the funds set out in Schedule 3.
Government Agency	any government or governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency or entity in any part of the world.
Intellectual Property	<p>all present and future industrial and intellectual property rights throughout the world, including:</p> <ol style="list-style-type: none"> 1 inventions, patents, copyright, trade, business, company or domain names, rights in relation to circuit layouts, plant breeders rights, registered and unregistered designs, registered and unregistered trade marks, know how, trade secrets and the right to have confidential information kept confidential; and 2 any application for or right to apply for registration of any of those rights.

Term	Meaning
Interim Report	has the meaning given in clause 5.1.
Interim Report Date	the Interim Report Dates set out in Schedule 2.
IP Policies	JDRF's Australian Type 1 Diabetes Clinical Research Network Policy on Intellectual Property, Commercialisation and Royalties, and Data Sharing and Biosample Sharing Policy published on the Website as at the date of this agreement.
JDRF Indemnified Persons	each of JDRF and its officers, employees and agents and JDRF Indemnified Person means any one of them.
Loss	all damage, losses, liabilities, claims, costs and expenses (including reasonably legal fees).
Milestone	each milestone set out in Schedule 3 and the actions required to achieve it.
Milestone Date	in respect of a Milestone, the date for achievement of that Milestone as set out in Schedule 3, or such other date agreed in writing by the parties.
Milestone Payment	the milestone payment set out in Schedule 3 in respect of a Milestone.
MRFF	has the meaning given in clause 7(a)(1).
Network or T1DCRN	the Type 1 Diabetes Clinical Research Network (or T1DCRN), comprising a network of collaborating research, including clinical research, sites across Australia funded by JDRF, with funding from the Commonwealth of Australia.
Network Charter	the Network Charter published on the Website at the date of this agreement.
Network Policy for Conflict of Interest	JDRF's Network Policy for Conflict of Interest, which includes a form of certification at the end of the policy, published on the Website.
Net Revenue	gross revenue received by the Institution or its Permitted Sub-Contractors (Revenue Recipient) from the licensing, sale, transfer or other commercialisation of Project IP, less: <ul style="list-style-type: none"> 1 payments that the Revenue Recipient makes to any inventors of the Project IP in accordance with the Institution's policies; 1 direct, unreimbursed, out-of-pocket expenses paid by the Revenue Recipient to third parties;

Term	Meaning
	<ul style="list-style-type: none"> a for obtaining or maintaining patents constituting Project IP; or b as reasonably needed to commercialise the Project IP; and <p>2 taxes and duties, other than income tax, paid by the Revenue Recipient in respect of such commercialisation.</p> <p>References to the Revenue Recipient in this definition include any Associated Entity of the Revenue Recipient which commercialises the Project IP.</p>
NHMRC	the National Health and Medical Research Council of the Commonwealth of Australia.
Personal Information	has the same meaning as in the <i>Privacy Act 1988</i> (Cth).
Personnel	employees, agents, contractors and authorised representatives, and includes, in the case of the Institution, the Principal Investigator and any additional investigators and students involved in the conduct of the Project.
Principal Investigator	the person identified as the Principal Investigator or the Researcher in the Key Project Information in Schedule 2.
Project	<ul style="list-style-type: none"> 1 the research investigation and other activities to be conducted by the Institution (including by the Principal Investigator) as set out in, and conducted in accordance with, the Research Proposal; and 2 all actions necessary to achieve all Milestones.
Project Completion	<ul style="list-style-type: none"> 1 all Milestones have been achieved and all Project follow-up requirements under this agreement have been met; and 2 the Final Report and the final Expenditure Report have been provided to JDRF in accordance with clauses 5.4 and 5.3.
Project IP	Intellectual Property created or developed by the Institution, or any of its Personnel, in carrying out the Project, including Intellectual Property in Project Materials.
Project Materials	all documents, records, reports, software, databases, materials and information created for the Project or required to be retained by the Institution including all data, results, conclusions, Biological Samples (if any) and Publications in whatever form held.
Publish	to publish or communicate by way of a paper, article, manuscript, report, poster, internet posting, correspondence, announcement, advertising or promotional material, presentation, slides, abstract, outline, video, instruction material or other disclosure of the Project Materials or about the Project, including research publications and abstracts, in printed,

Term	Meaning
	electronic, oral or other form. Publication has a similar meaning.
Recipient	the party which receives Confidential Information of the other party.
Regulatory Authority	any Government Agency which has jurisdiction over the conduct of any part of the Project.
Relevant Privacy Laws	the <i>Privacy Act 1998</i> (Cth) and any other legislation, code or guideline which applies in the jurisdiction in which the Project is undertaken and which relates to the protection of Personal Information.
Research Proposal	the application for funding submitted by the Institution, through the Principal Investigator, with any modifications agreed with JDRF and in the form approved by JDRF, as set out in Schedule 4.
Revenue Share	the revenue share set out in Schedule 2.
Reviewing HREC	the Human Research Ethics Committee reviewing the Project on behalf of the Institution as described in Schedule 2.
RMS360	JDRF's online Research Management System.
Term	has the meaning given in clause 13.1.
Website	JDRF's website in respect of the Network at www.jdrf.org.au/crn

Schedule 1

Notice details

JDRF Australia

Address	Level 4, 80-84 Chandos Street, St Leonards NSW 2065
Attention	[insert]
Phone	[insert]
Fax	[insert]
Email	[insert]

[insert name of Institution]

Address	[insert address]
Attention	[insert]
Phone	[insert]
Fax	[insert]
Email	[insert]

Schedule 2

Key Information and Reporting

Project Title

Study Site/s

Principal Investigator

of [insert Principal Investigator address]

Principal Investigator FTE Commitment

Clinical Trial

[Y/N]

If yes, the terms of Schedule 5 apply.

Reviewing HREC (if applicable)

Commencement Date

End Date

Revenue Share

[10%] of Net Revenue.

Commercialisation Payment Amount

[5 times] the amount of the Funds (regardless of when the Funds are due to be payable)

Reporting Schedule

Report

Date Due

Interim Report Dates

[insert due date(s) for interim reports or refer to Milestone schedule]

Annual Progress Report Dates

[Insert Annual Report Date]

Expenditure Report Dates

[Insert Expenditure Report Date to align with end of Grant Year.]



Final Report Date

[Insert Final Report Date]

Reporting Requirements

Report

Report requirements

Interim Report

[Include specific requirements for interim reports.]

Each Annual Report must include:

1. the extent to which the objectives of the Project have been met;
2. whether the objectives set out in the Research Proposal are being achieved, and if not, why not;
3. relevant Publications in relation to the Project;
4. a description of the Project Materials produced to the Annual Report Date;
5. details of any Project IP created or developed during the conduct of the Project and any plans for, and steps taken towards commercialisation of such Project IP (which must be verified by the Institution's Technical Transfer Officer (or equivalent officeholder));
6. reporting on compliance with the IP Policies (including data and biosample sharing) and the Data Sharing Plan for the Project;
7. progress made against the goals and key deliverables identified in the Research Proposal; and
8. difficulties or delays experienced in progressive activities identified in the Research Proposal.

Annual Report

Expenditure Report

Each Expenditure Report must include a financial accounting of Funds received from JDRF against Funds expended under this agreement, including any unspent Funds, and receipt and expenditure of any Additional Funds.

The Final Report must include:

1. a comprehensive report on actual performance against the objectives set out in the Research Proposal;
2. a comprehensive report on whether the objectives set out in the Research Proposal were achieved, and if not, why not;
3. relevant Publications in relation to the Project;
4. a complete description of the Project Materials;
5. details of any Project IP created or developed during the conduct of the Project and any plans for, and steps taken towards, commercialisation of such Project IP (which must be verified by the Institution's Technical Transfer Officer (or equivalent officeholder));

Final Report



-
6. reporting on compliance with the IP Policies (including submission of the final Data Sharing Plan as required by the Data Sharing and Biosample Sharing Policy) in respect of the Project;
 7. progress made against the goals and key deliverables identified in the Research Proposal; and
 8. difficulties or delays experienced in progressing activities identified in the Research Proposal.
-

[include details of any Project specific reports, eg, reports relevant to an aim or milestone.]

Project Specific Reports

Schedule 3

Funds and Milestone Payment Schedule

Funds

Milestones / Milestone Payment

Milestone	Evidence of achievement required	Date for achievement of Milestone	Milestone Payment
<hr/>			
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Schedule 4

Research Proposal

Schedule 5

Additional terms where the Research Proposal includes a clinical trial

Where the Research Proposal includes a clinical trial or use of human samples:

- (a) the Institution agrees that JDRF will not be the sponsor of that clinical trial;
- (b) if the Institution is not the sponsor, the sponsor must be appointed as a Permitted Sub-Contractor of the Institution in accordance with clause 4 of the agreement;
- (c) the Institution must comply with the following in respect of that clinical trial or use of human samples:
 - (1) any conditions of the Reviewing HREC in relation to the Project;
 - (2) the requirements of the TGA in “Access to Unapproved Therapeutic Goods – Clinical Trials in Australia” (October 2004) or its replacement and any other TGA publication or guideline that relates to clinical trials, or other such regulations or guidances governing the conduct of clinical research in the jurisdiction of the Study. The Institution must notify JDRF of any Serious Adverse Events (as defined in such TGA publication) that occurs during the course of the Project which may require alteration of the conduct of the Project or which may affect the rights, interests, safety or well-being of patients involved in the Project within the relevant time period required by the TGA for such reporting, or within 24 hours, whichever period is shorter;
 - (3) the Integrated Addendum to ICH E6(R1): Guideline for Good Clinical Practice E6(R2) (dated 9 November 2016 as adopted with annotation by the TGA, or its replacement.
 - (4) the principles that have their origins in the Declaration of Helsinki adopted by the World Medical Association in October 1996 (as accepted by the Australian Government);
 - (5) the NHMRC National Statement on Ethical Conduct in Human Research (2007 updated 2018) or replacement, and any other relevant NHMRC publication or guideline that relates or may relate to clinical trial;
 - (6) any Project-specific and standard operating procedures provided by JDRF prior to the commencement of the Project; and
 - (7) any reasonable direction given by JDRF in order to ensure the safe conduct of the Project and compliance with applicable regulatory requirements; and
- (d) the Institution must register the clinical trial on either clinicaltrials.gov or ANZCTR (The Australian New Zealand Clinical Trials Registry).

Schedule 6

Additional terms for fellowship or career development program

Signing page

Executed as an agreement

Signed by
JDRF Australia
by

sign here ► _____
Chief Executive Officer

print name Mike Wilson _____

Date _____

Signed by
[insert Institution name]
by

sign here ► _____
Company Secretary/Director

print name _____

sign here ► _____
Director

print name _____

Date _____

The Principal Investigator acknowledges this agreement and understands the obligations it imposes.

Principal Investigator

Signed by

[insert Principal Investigator's name]

sign here ► _____

Date _____