

## NSW Health Grant Agreement

### Grant Details

This is an agreement for the Prevention Research Support Program (PRSP) (July 2022 to June 2026)

#### Parties:

|                          |   |   |
|--------------------------|---|---|
| <b>Agency</b>            | Name:   | Health Administration Corporation as represented by the NSW Ministry of Health  |
|                          | Short name  | <b>Ministry</b>   |
|                          | ABN   | 92 697 899 630  |
|                          | Address   | Level 9, 1 Reserve Road, St Leonards  |
| <b>Your Organisation</b> | Name  | [Insert in <b>bold</b> the full legal name of the recipient organisation]   |
|                          | Short name  | [insert short name]   |
|                          | Incorporation details   | Incorporated under [delete as appropriate: Corporations Act 2001 (Cth)/ Associations Incorporation Act 2009 (NSW)/ Cooperatives Act 1992 (NSW)/ Aboriginal Councils & Associations Act 1976 (Cth)/ other [insert]]: |
|                          | Australian Company Number (ACN) or other incorporation number | [Insert the incorporation number of Your Organisation]  |
|                          | Australian Business Number (ABN)                              | [Insert ABN]  |

### Background

The Agency agrees to provide Your Organisation, and Your Organisation agrees to accept, the Grant for the purpose of Your Organisation carrying out the Activity in accordance with the terms and conditions of this Agreement.

### Scope of this Agreement

This Agreement is on the terms and conditions of the following documents:

- (a) the **Standard Conditions** [version June 2018] (attached at Schedule 1);
- (b) this document, the **Grant Details**;
- (c) the attached **Grant Schedule**; and
- (d) any other document incorporated in the Grant Schedule.

If there is ambiguity or inconsistency between documents comprising the Agreement, the document appearing higher in the list will have precedence.

The Agreement may be signed and dated by the parties on separate, but identical, copies. All signed copies constitute one (1) Agreement.

## Grant Schedule

This Grant Schedule forms part of the Agreement between the Ministry and [name of Organisation].

### Activity

#### Item 1 Activity description

**Activity name:** Prevention Research Support Program (PRSP) Plan for [short name of Organisation]

**Activity aims and objectives:** The PRSP invests in research infrastructure and innovation in prevention priorities areas that drive system and community outcomes in NSW.

The purpose of the PRSP is to build capability and strengthen prevention and early intervention research that is important to NSW Health and that leads to improved health and reduced health inequities for the people of NSW.

The Ministry has established the NSW Health Prevention Research Support Program to:

- (a) Generate high-quality research evidence that is relevant to NSW Health prevention priorities and can inform the implementation of prevention policies, programs and services in NSW.
- (b) Support the translation of research evidence into prevention policies, programs and services in NSW.
- (c) Build the prevention research capability of NSW Health staff and the NSW Health system to create, understand and use knowledge and evidence in their work

[Short name of Organisation] has applied for, and been awarded, the Funds under this competitive grants program.

The Ministry has agreed to provide the Funds to the Organisation and the Organisation has agreed to accept the Funds on the terms and conditions set out in the Agreement. This includes compliance with the PRSP Funding Guidelines set out the PRSP Information Kit set out in Schedule 2 (the Information Kit)

**Target Group [and / or geographic area or location] for the Activity:** The Funds are to be spent in NSW.

**Activity description:** the Activity to be provided is outlined the PRSP Plan attached in Schedule 3 (the PRSP Plan), including a description of the activities to be undertaken and Budget for the Agreement. [PRSP Plan to be agreed between the Ministry and Organisation]

#### Item 2 Carrying out the Activity

**Activity Period:** the Activity must be carried out from the Activity Commencement Date to the Activity End Date.

Activity Commencement Date: 1 July 2022

Activity End Date: 30 June 2026

**Performance measures:** The Organisation must carry out the Activity so as to meet the indicators of achievement as outlined in the PRSP Plan. Annual and Final Reporting will monitor performance against planned activities. The Ministry will collect metrics through annual reports and will use this information as part of annual meetings to discuss progress.

#### Item 3 Compliance with specific Laws, standards and policies

In carrying out the Activity, Your Organisation acknowledges the following (if any) specific Laws which have particular relevance to the Activity and agrees to comply with the following standards, policies and guidelines:

In carrying out the Activity, [short name of Organisation] agrees to comply with the ethical research policies of the National Health and Medical Research Council, the Ministry and the Commonwealth Government and its agencies and instrumentalities, particularly those pertaining to human research, including the *Australian Code for the Responsible Conduct of Research 2007*, the *National Statement on Ethical Conduct in Human*

## **NSW Health Grant Agreement**

Research 2007 (Updated May 2015), the National Principles of Intellectual Property Management for Publicly Funded Research (adopted April 2013) and the NSW Health Privacy Manual for Health Information 2015.

[Short name of Organisation] must ensure that all relevant institutional and regulatory ethical approvals are obtained and maintained, if required, for the duration of the Activity.

[Short name of Organisation] must comply with the funding guidelines, as outlined in the Information Kit (page 4).

---

### **Item 4 Approved subcontracting and auspicings arrangements**

Your Organisation may only engage a subcontractor to carry out any of its obligations under the Agreement if:

- (a) the aggregate value of the subcontract, and all other subcontracts that the Organisation has entered into with the subcontractor in relation to the Activity, is not greater than \$25,000 including GST; and
- (b) otherwise with the prior written approval of the Ministry.

End Recipient: Not applicable

---

### **Item 5 Meetings**

Scheduled review and planning meetings are required. Senior staff of [Short name of Organisation] will attend a planning meeting with staff of the Ministry after submission of each annual progress report. During the annual meeting, the parties will review:

- (a) the performance of the Organisation under this Agreement and against achievement relevant to the Agreement; and
- (b) whether any of the following need to be adjusted by agreement in writing:
  - (i) the PRSP Plan;
  - (ii) the reporting requirements under this Agreement; and
  - (iii) such other matters as agreed between the Ministry and the Organisation.

---

## **Records and Reporting**

### **Item 6 Records**

Your Organisation is required to:

- (a) maintain minimum organisational records (including accounting and financial records) in accordance with the form of Your Organisation's incorporation legislation in external scrutiny of Your Organisation's yearly activities;
- (b) maintain financial statements in accordance with Australian Accounting Standards and maintain accounts and records so that they can be audited in accordance with Australian Auditing Standards;
- (c) maintain proper operational records so that the carrying out or performance of the Activity is able to be verified; [and]
- (d) provide to the Ministry a copy of Your Organisation's Conflict of Interest policy for its executive and Personnel, on request.

---

### **Item 7 Reports**

[Short name of Organisation] is to prepare and submit to the Ministry the reports:

- (a) for the period, and if the Grant is for part of the period, for that part of the period during which [short name of Organisation] is required to provide the Activity;
- (b) containing the content and in the form and manner set out below, which may be in a sample form advised by the Ministry from time to time; and
- (c) otherwise as reasonably requested by the Ministry from time to time.

[Short name of Organisation] agrees that the reports are Confidential Information and agrees to treat the information as confidential in accordance with the Standard Conditions.

### 1. Performance reports

#### (a) Progress report(s)

[Short name of Organisation] will provide annual progress reports on or before 30 September covering the previous financial year.

A progress report template document will be provided and will include, but need not be limited to, the following information for that reporting period:

- (i) progress in relation to the eligibility and selection criteria in the Information Kit;
- (ii) a clear summary of the Activity carried out or provided in the period;
- (iii) discussion and statement as to whether Activities under the PRSP Plan are being met and an explanation of any delays that have occurred, including reasons for those delays and any action [short name of Organisation] proposes to take to address the delay and expected effects (if any) the delay will have on the Activity (including indicators of achievement);
- (iv) a statement as to whether the Activity is proceeding within Budget, and if it is not, an explanation of why the Budget is not being met and the action [short name of Organisation] proposes to take to address this;
- (v) any proposed amendments to the PRSP Plan and detailed reasons for such amendments. Amendments must be agreed to in writing by the Ministry;
- (vi) a statement of how the Funds have assisted [the Organisation] to contribute to the PRSP objectives as outlined in the Information Kit; and
- (vii) a copy of [short name of Organisation's] most recent annual report.

The Progress Report is to be authorised by Your Organisation's Representative certifying that:

- (i) the information contained in the report is true and correct;
- (ii) the Grant and any Assets have been spent and used solely for the purpose for which they were provided and in accordance with the Agreement;
- (iii) all the terms and conditions of the Agreement have been complied with; and
- (iv) there is no other matter or circumstance that the Representative is aware, that would constitute a breach by Your Organisation of any term or condition of the Agreement between the Ministry and Your Organisation dated [insert date] that has not been notified to the Ministry.

#### (b) Additional Reports

##### (i) Notifications

- (A) [Short name of Organisation] must notify the Ministry as soon as practicable if it receives funding from the Medical Research Support Program administered by the Office for Health and Medical Research, Ministry of Health (either before or after the date of execution of this Agreement).
- (B) [Short name of Organisation] must notify the Ministry as soon as practicable if it receives any other funding allocated for use by [short name of Organisation] from a NSW State Government agency (either before or after the date of execution of this Agreement).
- (C) Unless required under items 7(b)(i)(A) or 7(b)(i)(B) above, the Organisation need not notify the Ministry of receipt of government financial assistance from a Commonwealth, other State, Territory or local government body in relation to the Activity.
- (D) In addition to the other notifications as set out in the Standard Conditions, [short name of Organisation] is to provide the Ministry with written notification immediately:
  - (I) if it ceases to fully comply with any relevant Laws, standards, policies and guidelines,

## NSW Health Grant Agreement

- (II) of any changes to the Organisation that would render them ineligible under the PRSP in relation to the eligibility criteria in the Information Kit, and
- (III) of any major changes that may significantly impact on its ability to conduct the Activity or expend the Funds in accordance with the Agreement.

The Ministry reserves its rights to exercise powers under clause 13 of the Standard Conditions in relation to any of the above notifications.

### (c) Final Report

[Short name of Organisation] will provide a final report documenting completion of the Activity within three (3) months of the Activity End Date or the termination of the Agreement, (the “Final Report”).

The Final Report will include, but need not be limited to, the following:

- (i) a comprehensive report against the Activity, including whether the indicators were achieved and, if not, reasons why they were not achieved;
- (ii) how successful the Activity was in achieving the PRSP purpose and objectives as outlined in the Information Kit;
- (iii) details about any Residual Funds which, unless authorisation has been or is being sought, must be returned to the Ministry;
- (iv) details about any Assets which have not been fully depreciated in accordance with Australian Accounting Standards; and
- (v) an independent audited statement which is prepared by an Approved Auditor verifying that the Organisation used and spent the Funds in accordance with the provisions of the Agreement. For clarification, where the Organisation is a University, it is sufficient that the University’s accounts are externally audited. Individual accounts in relation to the Organisation to which Funds are directed may be prepared by an employee of the University.

The Final Report is to be authorised by [short name of Organisation’s] Representative in the same format as the Progress Reports as set out above.

## 2. Financial information

### (a) Annual Statements

[Short name of Organisation] will provide the financial information on or before 30 September of:

- (i) the end of each Financial Year in which [short name of Organisation] has received, expended or retained Funds under the Agreement; and
- (ii) if requested by the Ministry, the earlier termination of the Agreement.

The financial information is to include:

- (iii) **(Acquittal Statement)** an acquittal statement of the Funds for the period to date (or other period specified by the Ministry) that is signed by the Organisation’s Representative and stating:
  - (A) the Funds and any Assets have been spent and used for the purpose for which they were provided and in accordance with the Agreement;
  - (B) where an amount of Funds has been transferred or reallocated in accordance with the provisions of the Agreement, the reasons for the transfer or reallocation of the Funds or why the Funds were not spent in accordance with the Agreement and how the Funds will be utilised;
  - (C) all the terms and conditions of the Agreement have been complied with; and
  - (D) any other matters reasonably required by the Ministry to meet its financial accountability management and accountability obligations; and
- (iv) **(Statement of Income and Expenditure)** a detailed statement of income and expenditure of Funds, including, but not limited to, the receipt, use, commitment and other expenditure of the Funds against the agreed Budget.

## NSW Health Grant Agreement

(b) **Audited financial statements and Significant Audit Management Correspondence**

Not used.

(c) **Audited Statement**

Not used.

**3. Additional reports**

(a) **Notifications in accordance with the Standard Conditions**

[Short name of Organisation] acknowledges and agrees to notify the Ministry of:

- (i) Alleged Misconduct or Serious Incidents, to be notified immediately;
- (ii) changes to the name, address and contact details, material changes to Your Organisation's constitution and articles of association (however described) or any Change in Control, to be notified as soon as practicable;
- (iii) action or proposed action regarding an Insolvency Event or external administration, to be notified immediately; and
- (iv) financial assistance from another governmental authority in relation to the Activity (that is not a co-contribution), to be notified within 10 Business Days.

(b) **Other reports**

Not used.

## Financial

**Item 8 Payment of the Grant**

(a) **Total amount**

The maximum amount of the Grant payable for the Activity Period is: [insert].

Indexation: The Grant is not subject to indexation.

(b) **Bank account**

Your Organisation is required to ensure that the Grant is held in an Australian bank account: Your Organisation's nominated bank account into which the Grant is to be paid and kept is [insert bank account details].

(c) **Instalments**

Subject to the terms of the Agreement, including the receipt of reports to the Ministry's reasonable satisfaction, the Ministry will pay the Grant to [short name of Organisation] for the Activity in the instalments set out in the table below and within 30 days after:

- (i) [short name of Organisation] satisfies the preconditions (if any) specified in the table for that payment; and
- (ii) the Ministry provides Your Organisation with a recipient created tax invoice, or where this Agreement requires Your Organisation providing the Ministry with a tax invoice (or where a tax invoice is not required, an invoice), for that payment.

| Date for Payment  | Instalment Amount (excl GST) | GST      | Instalment Amount (inclusive GST) |
|---|------------------------------|----------|-----------------------------------|
| <b>2022</b>   |                              |          |                                   |
| As soon as practicable after signing of Grant Agreement | [amount]                     | [amount] | [amount]                          |
| 1 October 2022  | [amount]                     | [amount] | [amount]                          |

## NSW Health Grant Agreement

### 2023

|                |          |          |          |
|----------------|----------|----------|----------|
| 1 January 2023 | [amount] | [amount] | [amount] |
| 1 April 2023   | [amount] | [amount] | [amount] |
| 1 July 2023    | [amount] | [amount] | [amount] |
| 1 October 2023 | [amount] | [amount] | [amount] |

### 2024

|                |          |          |          |
|----------------|----------|----------|----------|
| 1 January 2024 | [amount] | [amount] | [amount] |
| 1 April 2024   | [amount] | [amount] | [amount] |
| 1 July 2024    | [amount] | [amount] | [amount] |
| 1 October 2024 | [amount] | [amount] | [amount] |

### 2025

|                |          |          |          |
|----------------|----------|----------|----------|
| 1 January 2025 | [amount] | [amount] | [amount] |
| 1 April 2025   | [amount] | [amount] | [amount] |
| 1 July 2025    | [amount] | [amount] | [amount] |
| 1 October 2025 | [amount] | [amount] | [amount] |

### 2026

|                |          |          |          |
|----------------|----------|----------|----------|
| 1 January 2026 | [amount] | [amount] | [amount] |
| 1 April 2026   | [amount] | [amount] | [amount] |

## Item 9 Budget

[Short name of Organisation] agrees to use the Grant to carry out the Activity in accordance with:

- i. The Budget included in the PRSP Plan; and
- ii. The allowable uses of the Grant outlined in the Information Kit.

## Item 10 Co-contributions

Not used

## Item 11 Unspent Grant and Residual Grant

### (a) Unspent Grant within the Activity Period:

[Short name of Organisation] may:

- (i) transfer or reallocate the Grant between expenditure items in any Budget during a Financial Year; and
- (ii) carry-over to the immediately following Financial Year during the Activity Period, Unspent the Grant that were available for the Activity in the previous Financial Year,

provided that:

- (iii) the Grant does not exceed 15% of the Grant available to Your Organisation for that Activity in that Financial Year;

## NSW Health Grant Agreement

- (iv) there is no material change to the Activity;
- (v) the change would not cause [Short name of Organisation] to be in breach of its obligations under the Agreement; and
- (vi) [Short name of Organisation] advises the Ministry as part of its next Reports the reasons for the reallocation or transfer of the Grant or why the Grant was not spent and how the Grant will be utilised.

### (b) Residual Grant at the end of Agreement:

[Short name of Organisation] acknowledges that it is required to repay any Residual Grant remaining at the expiration or termination of the Agreement within 20 Business Days of the Activity End Date or on earlier termination, unless it has prior written approval of the Ministry.

---

## Item 12 Invoices

Each payment will be made following Your Organisation's submission to the Ministry of a correctly rendered invoice.

An invoice is correctly rendered if it is fully completed and includes Your Organisation's name and ABN, the name of the project Activity, the amount requested, the GST amount (if any) and the total amount requested.

## General

---

### Item 13 Assets

[Short name of Organisation] may use the Grant to purchase Assets.

Assets to be purchased or leased, if any, are listed in the Budget.

---

### Item 14 Intellectual Property

[Short name of Organisation] acknowledges that it will give the Ministry on request a copy of the New Material in a format reasonably required by the Ministry.

[Short name of Organisation] agrees to adhere to an Intellectual Property policy, approved by the Organisation's governing body, that is congruent with the *National Principles of Intellectual Property Management for Publicly Funded Research (adopted April 2013)*.

Subject to the Organisation adhering to such Intellectual Property policy, the Ministry does not assert any ownership in relation to any Intellectual Property developed through the use of the Funds.

---

### Item 15 Acknowledgement and Publicity

[Short name of Organisation] is to acknowledge the funding support of the Ministry:

- (a) in all publications, promotional and advertising Material, public announcements, products and activities in relation to the Activity;
- (b) by inviting representatives of NSW Health to any formal public opening or any formal public functions as appropriate in relation to the Activity; and
- (c) the form of the acknowledgement is to be in the form "Funding for this initiative was provided by the NSW Ministry of Health under the NSW Health Prevention Research Support Program"

The NSW Government, NSW Health or the Agency may publicise and report on the awarding of the Grant in media releases, general announcements about the Activity and annual reports.

[Short name of Organisation] agrees to undertake or participate in any publicity related to the Activity as reasonably required by the Ministry from time to time.



---

**Item 16 Insurance**

[Short name of Organisation] is required to have and maintain adequate insurance coverage appropriate to the Activity, including:

1. public liability insurance;
2. professional indemnity insurance; and
3. workers compensation insurance as required by Law.

---

**Item 17 Dispute Resolution Officer**

If the parties cannot agree on an issue of a notified dispute within an agreed number of business days (default of 20 Business Days unless otherwise agreed), then the dispute is referred to the Dispute Resolution Officer. The Dispute Resolution Officer is:

Position: Chief Health Officer and Deputy Secretary Population and Public Health, NSW Ministry of Health

Name: Dr Kerry Chant PSM

Address: Level 9, 1 Reserve Road, St Leonards NSW 2065

---

**Item 18 Party Representatives**

The parties agree to each appoint a Representative responsible for the management and administration of the Grant and for accepting and issuing any written notices in relation to the Grant. The parties may appoint administrative officers for day-to-day administration of the Grant.

(a) **Agency Representative**

|                                   |   |
|-----------------------------------|---|
| Person occupying the position of: | Andrew Milat  |
| Currently being:                  | Director, Evidence and Evaluation, Centre for Epidemiology and Evidence |
| Address:                          | 1 Reserve Road, St Leonards NSW 2065                                    |
| Telephone number:                 | 02 9391 9292  |
| Email                             | Andrew.Milat@health.nsw.gov.au  |

(b) **Organisation Representative**

|                                   |                  |
|-----------------------------------|------------------|
| Person occupying the position of: | [insert details] |
| Currently being:                  | [insert details] |
| Address:                          | [insert details] |
| Telephone number:                 | [insert details] |
| Email                             | [insert details] |

---

**Item 19 Supplementary Conditions**

**Other obligations of [short name of Organisation]**

For the Activity Period, senior staff of Your Organisation must:

- (a) be available to provide advice to the Ministry on issues pertaining to their areas of expertise. The Ministry will provide as much notice as possible in relation to these requests for advice, however the [short name of Organisation] acknowledges that such requests may be ad hoc;
- (b) be available to serve on public and government boards and committees where their experience and expertise would be of assistance to the board or committee in question, with due regard being given to other demands on their time;

## **NSW Health Grant Agreement**

- (c) if requested to do so, participate in, and present at, any annual forum organised by the Ministry to facilitate research transfer or to inform health policy or practice; and
- (d) co-operate fully with the conduct of any evaluation of the NSW Health Prevention Research Support Program.

### **Alleged Misconduct**

In addition to the definition provided in the Standard Conditions, **Alleged Misconduct** also includes research misconduct, as defined in the *Australian Code for the Responsible Conduct of Research 2007*.

## Signing page

### Executed by the parties as a deed of agreement

**Date of this Agreement:** is the date on which it is signed by the last party.

In signing this page the Ministry and **[Short name of Organisation]** acknowledge and agree to be bound by and comply with the Agreement.

### Signatures

Signed for and on behalf of the **Health Administration Corporation** as represented by the **NSW Ministry of Health** ABN 92 697 899 630 by its authorised officer:

.....  
Printed name of signatory

.....  
Position of signatory

in the presence of:

.....  
print name of witness

.....  
Signature

.....  
Date

.....  
Witness signature

.....  
Date

**Your Organisation legal name set out below should match the name in the Details. The execution clause may need to be amended to reflect the legal requirements of Your Organisation.**

### **[Example option for companies]**

Signed for and on behalf of **[insert in bold the full legal name of Organisation]** ABN **[insert ABN]** in accordance with section 127 of the Corporations Act 2001:

.....  
Printed name of signatory

.....  
Position of signatory

in the presence of:

.....  
print name of witness

.....  
Signature

.....  
Date

.....  
Witness signature

.....  
Date

**NSW Health Grant Agreement**

**[Example option using an authorised representative]**

Signed by [insert in **bold** name of authorised representative] for [insert in **bold** name of Organisation] ABN [insert ABN] in the presence of:

.....  
Signature of witness

.....  
Name of witness

.....  
Date

.....  
By executing this Agreement the signatory warrants that the signatory is duly authorised to execute this Agreement on behalf of [insert in **bold** name of Organisation]

.....  
Date

**[Example option using the Common Seal]**

The common seal of [insert in **bold** name of Organisation] ABN [insert ABN] is duly affixed in accordance with its constitution in the presence of:

.....  
Signature of authorised person

.....  
Name of authorised person

.....  
Date

.....  
Signature of authorised person

.....  
Name of authorised person

.....

## **Schedule 1 – Standard Conditions**

The Standard Conditions forms part of the Agreement between the Agency and Your Organisation. The Standard Conditions **[version June 2018]** is attached here.

**Schedule 2 – Information Kit**

**Schedule 3 – PRSP Plan**