

Grant Recipient: _____
 Recipient's Institute: _____
 Project: _____
 Maximum Total Amount of Funding: _____
 Committed Funds: _____
 Collaborators: _____
 Application: **As attached to this agreement.**

As a recipient of a 2018 Spore Grant from the Translational Research Institute Pty Ltd as trustee for the Translational Research Institute Trust ("TRI"), the Grant Recipient and the Recipient's Institute ("the Parties") agree that the Funding is provided on the following terms and conditions ("this agreement"):

1. The Grant Recipient and the Recipient's Institute acknowledge and agree that funding up to the Maximum Total Amount of Funding ("Funding") has been committed and approved through the 2018 TRI Spore Grants program to undertake the research outlined in the Application for the Project over a period of 12 months commencing xx xxx 2018.
 - (a) **Milestone 1 (40% of the Maximum Total Amount of Funding):** following receipt by TRI of a fully signed copy of these terms and conditions and of a one-page summary of the Project which spells out in plain English the clinical need and significance to healthcare, commercial potential and overall cost and how the research team plans to take the innovation to market;
 - (b) **Milestone 2 (40% of the Maximum Total Amount of Funding):** by no later than xx xxxx 2018, submission to and approval by TRI of a brief project progress report against proposed aims/milestones as outlined in the application over 6 months; and
 - (c) **Milestone 3 (20% of the Maximum Total Amount of Funding):** upon submission of a final project report in the form requested by TRI and approval of such report by TRI prior to xx xxx 2019.
2. The Grant Recipient and the Recipient's Institute acknowledge and agree that all or any proportion of the Funding will only be made available to them upon TRI receiving all of the Committed Funds as outlined in the letters of support in the Application. To the extent any Committed Funds are not received by TRI, TRI may reduce the Funding payable.
3. The Grant Recipient and the Recipient's Institute agree that the Funding is to be used solely for the Project and that they will not be entitled to any additional or further funding from TRI other than what they receive through the 2018 Spore Grant.
4. The Grant Recipient and the Recipient's Institute agree that access to the funding will be provided in tranches upon satisfactory completion of the following milestones (Milestones):
 5. The Grant Recipient and the Recipient's Institute agree that the Funding must be completely expended on the Project within 12 months from the start date mentioned in clause 1 and any unexpended Funding must be paid back to TRI at the end of the 12 months unless otherwise agreed by TRI in writing. TRI will return any unspent Funding to the Collaborators providing the Committed Funds in proportion to their contribution, unless otherwise agreed between TRI and the Collaborators in writing.
 6. If the Grant Recipient and the Recipient's Institute are for any reason unable to undertake the Project, or meet a Milestone, the Recipient's Institute must notify TRI immediately and cease to undertake any Project activities until a new Project plan is agreed in writing. If the Project is terminated, the Grant Recipient and the Recipient's Institute must immediately repay TRI the balance of Funding that is unspent or uncommitted at the date of notification under this clause 6.
 7. The Grant Recipient and the Recipient's Institute acknowledge that any failure to use the Funding for the Project as outlined in the Application will lead to immediate termination of the Funding and the Grant Recipient and the Recipient's Institute agree to reimburse TRI all unspent or uncommitted Funding within 60 days of the date of termination under this clause 7.
 8. For auditing purposes and to determine compliance with these terms and conditions, the

Grant Recipient and the Recipient’s Institute agree to provide TRI with information as requested including financial statements detailing the final costs (income and expenditure) for each financial year the Project has been active and also at the completion of the Project.

9. With regards to intellectual property rights and commercialisation arising from the Project (“Project IP”), the Parties agree and acknowledge that:

- (a) ownership and commercialisation of Project IP will reflect the inventive contribution of each Collaborator or otherwise as agreed amongst the Collaborators in writing.
- (b) the Grant Recipient and the Recipient’s Institute may publish and otherwise disclose the results of the Project in its discretion, provided:
 - i. TRI and the Funding is acknowledged in the manner required by clause 10; and
 - ii. Authorship and contributions are addressed and acknowledged in all publications based on academic and scientific merit as determined in accordance with the relevant policies and procedures of the institutions contributing to the Project IP.

10. In addition to clause 9, the Grant Recipient and the Recipient’s Institute further agree to:

- (a) Acknowledge TRI and the Funding in all publications, presentations, social, digital and print media and other materials related to the Project;
- (b) Acknowledge the funding from the Commonwealth of Australia for the Translational Research Institute by including the following in all publications related to the Project:
 “The Translational Research Institute is supported by a grant from the Australian Government.”
- (c) Use TRI logo as provided in any media publicity campaign related to the Project.

- 11. If the Grant Recipient or the Recipient’s Institute commits a material adverse breach of this agreement and the material breach remains unremedied after 28 days of receiving the notice of the breach, TRI reserves the right to terminate this agreement and withhold further Funding.
- 12. This agreement may not be assigned or varied without the prior written consent of TRI and the Recipient’s Institute.
- 13. In no event will TRI be liable for any loss or damage under or in respect of this agreement whether in contract, tort (including negligence), statute or any other cause of action, except where TRI fails to pay the Funding in accordance with this agreement, in which case TRI’s maximum liability is \$50,000.
- 14. This agreement may consist of a number of copies, each signed by one or more parties to the agreement and will be considered as making up the one document.

Signed for and on behalf of **TRI**

Signed for and on behalf of the
Recipient Institute

Read and Acknowledged by **Grant Recipient:**

Signed:

Signed:

Signed:

Name:

Name:

Name:

Position:

Position:

Date:

Date:

Date: