



## Grant Conditions: 2018

These Grant Conditions relate to the Grants to be made to your Institution as specified in the Grant recipient's letter.

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## 1. Definitions

**'Acknowledgment'** means the Acknowledgment of the Conditions of Grant form to be completed and returned by the Grantee to the Chair of the Research Committee of the Trust acknowledging that the Grantee shall receive the Grant subject to these Grant Conditions. This form is Attachment.

**'Approved Proposal'** means the Grantee's Proposal as approved (including amendments, if any) by the Directors of NZCA Trustees Limited (Directors) upon recommendations from the Research Committee and comments from external reviewers.

**'Director/ Directors'** means director or directors of the NZCA Trustees Limited who is the trustee of the Hamblin Trust

**'Following Year'** means the period of twelve months next following the Calendar year to which the Approved Proposal relates.

**'Grant'** means the amount of approved expenditure determined after grant application review by the Directors for the purpose of financial assistance for an approved research proposal.

**'Grant Conditions'** means these grant conditions and, where the context so admits, the Delegate's Letter and the Approved Proposal.

**'Grant Recipient's Letter'** means the letter addressed to the Grant recipient from the Directors specifying the amount of the Grant in relation to any Approved Proposal(s) specified in the letter.

**'Grantor'** means the Directors of the NZCA Trustees Limited who is the Trustee of Hamblin Trust

**'Grantee'** means the Institution or Body first named in the Approved Proposal and to whom the Grantor's Letter is addressed, being a beneficiary and holder of the Grant on behalf of any Participant(s), including any named officers, employees, agents and subcontractors of the Grantee, and the Grantee's successors and assigns.

**'Institution'** Grant recipient's employer and or the signatory on the grant application as the Institution that hosts and provides research support services for the Grantee.

**'Intellectual Property'** includes all copyright and neighbouring rights, all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

**'Liaison Officer'** means the person for the time being holding, occupying or performing the duties in the Hamblin Trust on behalf of the Trust

**'Participant'** means an Institution or Body, other than the Grantee, named in the Approved Proposal as a beneficiary of the Grant, including any named officers,

employees, agents and subcontractors of the Participant, and the Participant's successors and assigns.

**'Proposal'** means the proposal submitted by the Grantee for funds.

**'Year'** means the Calendar year to which the Approved Proposal relates.

## **2. Provision of Institutional Resources**

- 2.1. In accepting the administration of a grant, the Institution undertakes to provide the facilities and services necessary for the efficient conduct of the research and further agrees to meet the normal overhead expenses and normal institutional maintenance charges.

## **3. Grant Use and Institutional Obligations**

- 3.1. Where the amount of the Grant is less than the amount originally sought by the Grant recipient in the proposal, the Grant recipient shall, before accepting the offer of the Grant, assess whether the Grant can still be applied in keeping with the aims of the Approved Proposal.
- 3.2. The Grant shall be used solely for the purposes specified in the award as outlined in the Grantee's letter. Funds shall not be used to meet infrastructure costs, or transferred to any other project or any unrelated uses. Funds unspent or uncommitted shall be returned to The Trust unless otherwise approved.
- 3.3. The Grant recipient and their Institution will keep proper accounts and records of transactions in relation to the use of the Grant in accordance with relevant accounting principles of that institution and as required by law, and shall do all things necessary to ensure that all payments made out of the Grant are correctly made and properly authorised with adequate control maintained over the incurring of liabilities.
- 3.4. Institutions must ensure that, before the research funded by the Grant commences and during the full Grant Period, all the necessary legal and regulatory requirements in order to conduct the research are met, and all the necessary ethical approval processors have been obtained. Where any element of the research funded by the Grant is to be conducted outside the Institution's host country, such legal and regulatory requirements, and such approvals should include those applicable in the additional countries involved.
- 3.5. The Institution must ensure that research involving the use of humans or animals complies at all times with the relevant laws and regulation in the host country. It is a requirement that clinical trials be registered with the Australian New Zealand Clinical trials Register (ACTR).
- 3.6. The Institution must ensure that it has in place formal written procedures for managing the process for obtaining any necessary or appropriate ethical approval for the research funded by the Grant, and must accept full responsibility for ensuring that any such ethical approval is in place at all relevant times during the Grant.
- 3.7. The Institution must ensure that equipment purchased with Trust funds is appropriately insured and maintained throughout its useful life.

#### **4. Grant Recipient's obligations**

- 4.1. Payment of the Grant shall not occur until the Grant recipient has completed and returned the acknowledgment. In cases where a Grant recipient is administering more than one Grant funded by the Trust during the same period, only one acknowledgment applying to all approved Grants is required to be completed.
- 4.2. The Grant recipient shall use the Grant in accordance with terms of the Approved Proposal, the letter of offer and these Grant Conditions.
- 4.3. The Grant recipient shall submit an end of year report with the signatures of the Grantee along with Institution Deputy Vice Chancellor Research or their representative to the Directors of the Trust (or person responsible as per the grant application) by 31 January of the following Year (before the Trust's AGM) on its use of the Grant, including details regarding the following matters:
  - 4.3.1. The expenditure of the Grant, including any specific Assets, Intellectual Property, and purchases of equipment;
  - 4.3.2. Funding and/or other resources provided by other funding organisations towards meeting the aims of the Approved Proposal;
  - 4.3.3. Funding and/or other resources provided by any other Institution other than the Grant recipient towards meeting the aims of the Approved Proposal;
  - 4.3.4. The extent to which the objectives of the Approved Proposal were met;

#### **5. Assets and Intellectual Property**

- 5.1. The Hamblin Trust will at all times be appropriately acknowledged as a funder of the original research.
- 5.2. Any funds arising from any sale of assets purchased by the grant shall either be granted to the research institution, or returned to the Hamblin Trust if the grant is made to an individual.

## **6. Acknowledgment and Publications**

- 6.1. In all publications, promotional materials and activities relating to the Approved Proposal, the Grantee shall acknowledge the financial and other support it has received from The Hamblin Trust.
- 6.2. The Trust values public recognition where ever possible so that it maintains public awareness in an ongoing attempt to create fund raising opportunities for research. The types of recognition may vary from time to time and may depend on the nature of the Approved Proposal. However, this may include Trust logo placement, general communication, news or ads in an institutional or professional newsletter or use of Trust signage at events such as scientific meetings. Please contact our staff to discuss recognition opportunities, advertising or text about the Trust.
- 6.3. The Trust encourages input and information in the form of write-up or photographs of your organization on activities that the Trust is actively supporting as one of our communication tools. This information may be used by the Trust's for its research web site, annual reports to members, to the profession and to the community at large.

## **7. Liaison**

- 7.1. The Grantee shall liaise with and report to the Trust as reasonably required by the Trust regarding the use of the Grant in accordance with the Approved Proposal.
- 7.2. The Grantee may nominate from time to time a person who has authority to receive and sign notices and written communications for the Grantee under these Grant Conditions and accept any request or direction in relation to the Approved Proposal.

## **8. Indemnity**

- 8.1. Subject to the provisions of these Grant Conditions, the Grantee shall at all times indemnify and hold harmless the Trust, its officers, employees and agents from and against any loss, or liability, incurred or suffered by any of those indemnified arising from any claim, suit, demand, action or proceeding by any person against any of those indemnified where such loss or liability was caused by any wilful, unlawful or negligent act or omission of the Grantee, its officers, employees, agents or subcontractors in connection with Approved Proposal or these Grant Conditions.
- 8.2. The indemnity referred to in clause 11.1 shall survive the expiration or termination of these Grant Conditions.

