

**FUNDING AGREEMENT (for provision of funding to the University of Newcastle & HMRI).**

This is an agreement between the Recipient and Hunter New England Local Health District as identified below.

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| **DETAILS** | |
| **Agreement Reference.** | **Name:**  **Number:** |
| **Recipient of funds.** | **Name**: University of Newcastle  **ABN**: 15 736 576 735  **Contact Person**: Dr Paula Jones  **Address**: University Drive Callaghan  **Tel:** +61 2 4921 7733  **Mobile:**  **Email:** [research-grants@newcastle.edu.au](mailto:research-grants@newcastle.edu.au) |
| **Principal:**  Hunter New England Local Health District.  ABN: 63 598 010 203 | **Facility:**  **Unit:**  **Contact Person**:  **Tel:**  **Mobile:**  **Email:** |
| **TERMS** | |
| **Agreed Payment Amount.** *(excl GST).* | $XXXX (excl. GST) payable in 4 instalments on a quarterly basis as follows; |
| **Commencement Date.** |  |
| **Term of this Agreement.**  *(cannot exceed 1 year)* | The term of this Agreement is set out below: Funded from:  Funded to:  Renewal terms (optional): additional years is entered into. |
| **Cessation/Termination.** | In the event of termination of research surplus funds are to be returned to HNE Health. |

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| **Purpose of this funding.** | |  | |
| **Supporting Documents**  **forming part of this agreement.**  *(A copy of all documents must be attached)* | |  | |
| **Special Conditions.** | |  | |
| **Conflict.** |  | In the event on any inconsistency between this agreement and the supporting documents, this agreement prevails  ting documents, this Agreement prevails. | |
| **SIGNING (executed as an agreement)** | | | |
| Signed for and on behalf of the Recipient by: Signed for and on behalf of the Hunter New  England Local Health District by:  ………………………………………………………….….. …………………………………………………………………... Signatory Signatory  ……………………………………………………………... ……………………………………………………………………. Print name and position of signatory Print name and position of signatory  ……………………………………………………. ……………………………………………………. Date Date: | | | |

# Attachment A: Additional terms and conditions

## Defined terms

Capitalised terms have the meanings set out in the Details.

## You agree to:

* 1. Act in accordance with any agreed Timetable and in any event by the End Date;
  2. Act in accordance with the requirements outlined in the Supporting Documents and Special Conditions;
  3. Comply with applicable laws and any NSW government policies that we notify to you;
  4. Keep secure any material to which we give you access;
  5. Comply with all applicable privacy legislation and any other measures that we may reasonably require to maintain privacy;
  6. Keep personal information safe and secure, only using it for the purpose of this agreement (or as legally authorised or required) and only disclosing it to 3rd parties with Our prior consent (or as legally authorised or required); and
  7. Not subcontract any part of this agreement without our prior consent.
  8. Comply with NSW Health Purchase Order Standard Terms and Conditions.

## Taxes and charges

* 1. (**GST**) To the extent that any Fees or Agreed Expenses payable under this agreement are stated to be GST exclusive, on receipt of a valid tax invoice We will also pay You the GST amount in respect of those Fees and Agreed Expenses, being the amount of GST for which You are liable in respect of the supplies that You make under this agreement for which those Fees and Agreed Expenses are payable, provided that We will not pay an amount of GST on an Agreed Expense for which You can claim an input tax credit.
  2. If we are liable to pay any GST in connection with any supply that we make to you under this Agreement, on receipt of a valid tax invoice you will promptly pay us that GST amount.

## Disputes

4.1 We will both seek to resolve any dispute arising between us by negotiations in good faith for a period of ten (10) business days before resorting to any court proceedings.

# Attachment B: Schedule of Research Projects and Services Provided.