



Research Program

Funding Guidelines

| | | | |
|---------------------------|-----------------------------|------------------------------|-----------------|
| Drafted by | Research Program Team | Approved | 7 December 2020 |
| Responsible person | Research Operations Manager | Scheduled review date | September 2021 |

Contents

| | |
|--|----|
| 1. Administering Institution | 4 |
| Privacy Legislation | 4 |
| Conduct of Research and Clearance Requirements | 4 |
| 2. Funding Program Eligibility | 5 |
| Submitting Applications..... | 5 |
| Confidentiality and Commercial-in-Confidence..... | 5 |
| 3. Future Leader Fellowship..... | 6 |
| Eligibility..... | 6 |
| Indicative Criteria | 7 |
| Application Assessment..... | 8 |
| 4. Postdoctoral Fellowship | 10 |
| Eligibility..... | 10 |
| Application Assessment..... | 10 |
| 5. PhD Scholarship | 12 |
| Eligibility..... | 12 |
| Application Assessment..... | 12 |
| 6. Aboriginal & Torres Strait Islander Award | 14 |
| Eligibility..... | 14 |
| Application Assessment..... | 14 |
| 7. Vanguard Grant | 16 |
| Eligibility..... | 16 |
| Application Assessment..... | 16 |
| 8. Collaboration & Exchange Award..... | 18 |
| Eligibility..... | 18 |
| Application Assessment..... | 18 |
| 9. Strategic Grants..... | 19 |
| Eligibility..... | 19 |
| Application Assessment..... | 19 |
| 10. Assessment Committees | 21 |
| Committees..... | 21 |
| Conflicts of Interest | 22 |
| Scoring System..... | 23 |
| 11. Funding Agreements..... | 24 |
| Fellowships | 24 |
| Scholarships | 24 |

| | |
|---------------------------------------|----|
| Grants..... | 25 |
| 12. Awardee Obligations..... | 26 |
| Your Researcher Profile..... | 26 |
| Media..... | 26 |
| Social Media..... | 26 |
| Publications and presentations..... | 27 |
| Logo Guidelines..... | 27 |
| Campaigns and Appeals..... | 27 |
| Alumni..... | 27 |
| 13. Compliance Reporting..... | 28 |
| Progress Reporting..... | 28 |
| Financial Acquittals..... | 28 |
| Carryover Finance..... | 28 |
| 14. Invoicing and Payments..... | 29 |
| Award Payments..... | 29 |
| Project Support..... | 29 |
| Innovation Awards..... | 29 |
| 15. Variations to Contracts..... | 30 |
| Extension Requests..... | 30 |
| Leave of Absence..... | 30 |
| Change in FTE..... | 30 |
| Project/Budget Variation..... | 31 |
| Transfer of Institution..... | 31 |
| Termination of Award..... | 31 |
| Change of Start Date..... | 31 |
| Attachment 1 – Funding Agreement..... | 32 |

The Heart Foundation Research Funding Portfolio is managed by the Heart Foundation Research Program. As such, all communications relating to Heart Foundation funding programs or Heart Foundation funded research projects should be directed to the Heart Foundation Research Program. If there are any difficulties, issues or requests relating to Heart Foundation funding programs or Heart Foundation funded research projects please contact:

Email: research@heartfoundation.org.au

Phone: (03) 9321 1581

1. Administering Institution

- The research supported by the Heart Foundation award must be administered by a National Health & Medical Research Council **NHMRC** Administering Institution.
- NHMRC Administering Institutions are listed on their website: <https://www.nhmrc.gov.au/funding/manage-your-funding/nhmrcs-administering-institutions>
- The Administering Institution (or its affiliate) shall provide the facilities and services necessary for the efficient conduct of research during the term of the award.
- The Heart Foundation requires that all Administering Institutes will have appropriate policies and procedures in place to deal with any allegations of research misconduct that may arise.
- It is the responsibility of the applicant and the Research Administration Officer (**RAO**) to ensure that the application is complete, accurate, and meets eligibility criteria.
- An application must be endorsed by the Administering Institution's Research Office before it is regarded by the Heart Foundation as submitted.
- Applications must be endorsed by the Research Office of the Administering Institution and submitted online by 5.00 pm (AEST/AEDT) on the due date. Applications that are late, or do not adhere to the instructions will not be considered further.

Privacy Legislation

- Per the Privacy Amendment (Private Sector) Bill 2000, individuals, investigators, or research institutions associated with all awards shall abide by the NHMRC Guidelines Under [Section 95 of the Privacy Act 1988](#).
- All Peer Review applications will be treated confidentially and will only be viewed by assessors or interview committees.

Conduct of Research and Clearance Requirements

- Safeguarding the rights and welfare of human subjects involved in research and maintaining high standards for the humane treatment and welfare of animals used during the tenure of a Heart Foundation award is the responsibility of the awardee and of the institution in which the award is tenable.
- Research funded by the Heart Foundation shall be conducted under the [Australian Code for the Responsible Conduct of Research \(2018\)](#).
- Individuals, investigators, or research institutions associated with Heart Foundation awards shall abide by the current NHMRC Guidelines issued according to [Section 95 of the Privacy Act 1988](#).
- The ethics clearance required for the award, as outlined in the funding application, must be obtained, and maintained for the duration of the Project and copies of these clearances shall be provided to the Heart Foundation by request.
- Funding will not be released until all clearances have been received. It is the responsibility of the Administering Institute to maintain this information. If ethics have not been received, they must advise the Heart Foundation before funding being released.
- The Heart Foundation will conduct random quarterly ethic checks. This will involve contacting the administering institute of a funding project to check the status of the ethics.

2. Funding Program Eligibility

All programs have an overlapping degree of eligibility:

- For the purpose of funding applications, the applicant is considered as Chief Investigator A (**CIA**).
- CIA must be an Australian or New Zealand citizen, a permanent Australian resident or have applied for Australian permanent residency at the time of the application.
- CIA must be from an NHMRC advised administering institution.
- CIA must also be based in Australia for at least 80% of the funding period.
- Researchers who will be based overseas for the duration of a grant, whilst not eligible to apply as the CIA, may be listed on applications as Other Chief Investigator or an Associate Investigator. This is only applicable for programs, such as Vanguard Grants, where these other investigators are allowed.
- CIA must be involved in Cardiovascular Research
- Projects may be pursued as an investigation in *Biomedical, Clinical, Public Health and Health Services* research - if relevant to cardiovascular disease (**CVD**).
- All applications must be submitted through the Heart Foundation's Research Portal.
- The individuals, research groups or research institutions associated with a Heart Foundation grant or award shall not accept any money by way of research grants, consultancies or sponsorships from the tobacco industry or persons connected with the tobacco industry. This includes direct funding, as well as advertising, sponsorship, gifts or loan of goods or services, or funding by any other means.

Submitting Applications

When applying for Heart Foundation funding, all applications must be submitted via the Heart Foundation Research Portal. An application is considered submitted once endorsed by the Administering Institution's Research Office. This must occur by 5.00 pm (AEST/AEDT) on the due date. Applications that are late, or do not adhere to the instructions will not be considered further. When completing an application:

- the application must adhere to the word limits provided
- large portions of text must **not** be added as an image to avoid word limits
- references must **not** be added as an image to avoid word limits
- images must be added as per instructions - URL links will not be accepted in the application, instructions can be found in the [FAQ](#)
- unless otherwise stated, images can only be added to the *Research Plans and Figures* section of an application
- unless otherwise stated, a maximum of 3 images can be added to the *Research Plans and Figures* section of an application
- The word limits detailed within the portal applications will always be the correct requirements

Confidentiality and Commercial-in-Confidence

All applications will be treated confidentially and will only be viewed by assessors, the review committees, and Heart Foundation Research Program staff.

The Heart Foundation acknowledges that some applications may have commercial outcomes and that in some instances commercially sensitive information may not be included in a funding application to protect the Intellectual Property (IP) of the project. However, applications must include sufficient information about the scientific rationale and principles underpinning the research for it to be vigorously peer-reviewed and assessed. As all applications are kept Commercial-In-Confidence, and the Heart Foundation adheres to the [Australian Code for the Responsible Conduct of Research](#), which protects any IP in the application, the provision of sufficient detail for peer review will not jeopardise their commercialisation potential.

3. Future Leader Fellowship

Eligibility

- Applicants are expected to have spent at least two years actively contributing to cardiovascular research.
- Applicants may apply to undertake the Fellowship between 0.6 FTE to 1.0 FTE, however:
 - If part-time requested upon application, the maximum award length is 4 years.
 - If part-time requested (for approved reasons) after the commencement of a full-time award, the award length will be increased pro-rata.
 - The stipend will be paid pro-rata with project funding to remain constant despite FTE load.
- Applicants should refer to the Indicative Criteria for the expectation of performance in each of the levels.
 - Level 1 applicants must be a minimum 3 years and less than 7 years post PhD at application closing date (relative to opportunity).
 - Level 2 applicants must be a minimum 7 years and less than 10 years post PhD at application closing date (relative to opportunity).
 - Level 3 must be a minimum 10 years and less than 15 years post PhD at application closing date (relative to opportunity).
 - Applicants may apply to progress through the Future Leader levels; however, they cannot receive the same level twice.
- Applicants may apply in a level higher than they are eligible for based on the number of years since their PhD confirmation, however, applications will only be considered in the requested category.
- Applicants may apply in a level lower than they are eligible for if they can demonstrate that their 'effective' number of years since the date that their PhD thesis was passed falls within the eligibility range, once Career Disruption (detailed in question 'Relative to Opportunity') is considered.
- Career Disruption includes major illness, and or carer responsibilities including parental leave. Career disruption is not:
 - absence from work less than 28 consecutive calendar days;
 - employment outside the research sector including time spent working in the industry;
 - clinical, administrative, or teaching workload;
 - relocation of laboratory or clinical practice setting
 - other similar circumstances that impact research productivity.
- Applicants may only apply within one Heart Foundation fellowship category or type (including the Heart Foundation Postdoctoral Fellowships) in any year. Should an applicant apply within multiple fellowship categories or types, all applications from that candidate will be removed from further consideration.

Future Leader Fellowships are funded for four years at 1.0 FTE (minimum of 0.6 FTE pro-rata) with both stipend and project support:

| | Level 1 | Level 2 | Level 3 |
|------------------|---------------|---------------|---------------|
| Project support | \$40,000 p.a. | \$50,000 p.a. | \$50,000 p.a. |
| Stipend – Year 1 | \$90,000 | \$110,000 | \$120,000 |
| Stipend – Year 2 | \$91,500 | \$112,000 | \$122,200 |
| Stipend – Year 3 | \$93,000 | \$114,000 | \$124,400 |
| Stipend – Year 4 | \$94,500 | \$116,000 | \$126,600 |

Indicative Criteria

Throughout all stages of the peer review process, assessment should be based on the below **Indicative Criteria** for a Future Leader Fellow relative to opportunity.

| Future Leader Fellow Level 1 3 years and less than 7 years post PhD | Future Leader Fellow Level 2 7 years and less than 10 years post PhD | Future Leader Fellow Level 3 10 years and less than 15 years post PhD |
|---|---|--|
| <ul style="list-style-type: none"> • Supervise or co-supervise students or demonstrate a commitment to training • Have produced quality publications with a considerable number of cardiovascular research publications, including some medium to high impact publications • Have presented their work at national or international conferences • CI on successful applications to national competitive funding schemes • Demonstrate commitment to peer review/panel work • Demonstrate commitment to cardiovascular research. | <ul style="list-style-type: none"> • Lead their own research • Supervise several PhD students or demonstrate a commitment to training • Have a considerable number of publications, including some high impact publications • Have presented their work at national or international conferences • CIA on successful applications to national competitive funding schemes • Demonstrate commitment to peer review/panel work • Demonstrate commitment to cardiovascular research • Be recognised as a leader in their field via invited presentations and representation on various bodies. | <ul style="list-style-type: none"> • Lead their own research • Supervise multiple PhD students • Demonstrate a commitment to training • Have a considerable number of publications, including multiple high impact publications • Have presented their work at international conferences • CIA on successful applications to national competitive funding schemes • Demonstrate commitment to peer review/panel work • Demonstrate commitment to cardiovascular research • Be recognised as a leader in their field via invited presentations and representation on various bodies. |
| <p>The research proposal would:</p> <ul style="list-style-type: none"> • be of outstanding design with negligible weakness • be feasible and almost certain to be achieved within the term of the Fellowship • make an outstanding case for the research to be important in addressing a cardiovascular health issue • integrate translational outcomes | | |
| <p>The environment:</p> <ul style="list-style-type: none"> • is very well matched to the applicant's proposed project • includes remarkably high quality administrative and technical support systems for the applicant, • offers outstanding collaborative and mentoring opportunities for the applicant, • offers outstanding potential for team building for the applicant | | |

Application Assessment

Stage One: Leadership Potential

Each application will be reviewed by between three and five peer review committee members. All assessments should be made relative to an applicant's opportunity. Relative to opportunity should include a consideration of time post completion of PhD, career interruptions and area of research.

Peer Review Assessment Criteria

Leadership Potential – weighting of 100%

The Leadership Potential assessment should consider the applicant's leadership summary, relative to opportunity, and how the applicant sees this fellowship progressing their career. Their leadership potential should also be considered against what they are trying to achieve in their project plan. Reviewers should consider if the project important to the heart health of Australians and will the applicant be able to demonstrate leadership skills whilst completing the project. Peer reviewers should refer to indicative criteria as well as the following questions when assessing this criterion:

- a. Leadership Summary
- b. Relative to Opportunity
- c. Post Fellowship plans
- d. Research Environment
- e. Project Plan

Stage 2: Detailed review of the full application

Each application will be reviewed by between three and five peer review and consumer committee members. All assessments should be made relative to an applicant's opportunity. Relative to opportunity should include a consideration of time post completion of PhD, career interruptions and area of research.

Peer Review Assessment Criteria

Track Record – weighting of 50%

Track record assessment should consider the overall impact, quality, and contribution of the published journal articles from the grant applicant in the field. Reviewers should consider more than just the standing of the journal in which those articles are published or the number of publications. All assessments should be made relative to opportunity, regarding an applicant's circumstance, and consider the length of time post completion of PhD, career interruptions and area of research. Peer reviewers should refer to indicative criteria as well as the following questions when assessing this criterion:

- a. Relative to Opportunity
- b. Career Disruptions
- c. Post Fellowship plans
- d. Track Record
 - Applicant Work History
 - Qualification
 - Training Contribution
 - Scientific Community Contribution
 - Publications and top five
 - Presentations
 - Awards
 - Grant Record

Quality and Feasibility of Research Proposal – weighting of 25%

Quality and feasibility should incorporate assessment of the quality of the environment where the research will be undertaken, the quality of the project and how achievable it is in the prescribed timeframe. Consideration should be given to additional funding, is this a continuation on from previous Heart Foundation funding, has the groundwork been laid for this project or is there any other funding that will enhance this research. It should be noted that previous Heart Foundation funding is not a requirement however the continued support of a piece of research may be an impactful investment for the Heart Foundation. Peer reviewers should refer to indicative criteria as well as the following questions when assessing this criterion:

- a. Research Environment

- b. Research Plan and Figures
 - Background
 - Method
 - Project Milestones
 - Expected Outcomes
 - References
- c. Ethics Approval
- d. Budget Allocation
- e. Previous Funding
- f. Leveraging Funding

Significance and Potential Impact of the research – weighting of 25%

The proposal should show how the applicant plans to integrate translational outcomes to lead to widespread improvements in cardiovascular health practices. Reviewers should consider how this project will affect the heart health of all Australians. Peer reviewers should refer to the following questions when assessing this criterion:

- a. Consumer Engagement
- b. Improvements in related Health Practices, Policy and Knowledge
- c. Promoting Health Equity

Consumer Review Assessment Criteria

Significance and Potential Impact of the research – weighting of 100%

The Future Leader supports researchers with leadership potential, along with delivering a project that translates impact on the cardiovascular health of all Australians. The assessment should consider what the applicant has achieved thus far as well as how this fellowship will progress their career. Reviewers should consider the impact their expected outcomes may have on the heart health of all Australians. Consumer reviewers should refer to the following questions when assessing this criterion:

- a. Leadership Summary
- b. Relative to Opportunity
- c. Post Fellowship plans
- d. Project Plan
- e. Expected Outcomes
- f. Consumer Engagement
- g. Improvements in related Health Practices, Policy and Knowledge
- h. Promoting Health Equity

Stage Three: The Interview

Applicants who have progressed to Stage Three will be interviewed by the peer review committee with three members of the consumer committee in attendance. Interviews will be held over two days in a face to face interview format unless advised otherwise where a video platform will be utilised.

During the interviews, applicants will give an overview of their application and the Primary Spokesperson will be responsible for asking questions. After the Primary Spokesperson asked their questions, it will be opened to the committee to ask any additional questions. After the interview, the committee will briefly discuss the interviewee. Each committee member is to provide a single confidential ballot score for each applicant, weighting their score 70% 'person' and 30% 'project' (based on the Indicative Criteria).

4. Postdoctoral Fellowship

Eligibility

- This Award is aimed at early career (0-2 years postdoctoral, but less than 3 years) researchers.
- Applicants may apply to undertake the Fellowship between 0.6 FTE to 1.0 FTE, however:
 - If part-time requested upon application, the maximum award length is 4 years.
 - If part-time requested (for approved reasons) after the commencement of a full-time award, the award length will be increased pro-rata.
 - The stipend will be paid pro-rata where FTE is parttime.
- CIA must have completed (or about to complete) a PhD from a recognised Australian Institution and be less than three years postdoctoral.

Postdoctoral Fellowships are funded for two years at 1.0 FTE (minimum of 0.6 FTE pro-rata):

| | |
|------------------|----------|
| Stipend – Year 1 | \$75,000 |
| Stipend – Year 2 | \$76,200 |

Application Assessment

Stage One: Leadership Potential

Each application will be reviewed by between three and five peer review committee members. All assessments should be made relative to an applicant's opportunity. Relative to opportunity should include a consideration of time post completion of PhD, career interruptions and area of research.

Peer Review Assessment Criteria

Leadership Potential – weighting of 100%

The Leadership Potential assessment should consider the applicant's leadership summary, relative to opportunity, and how the applicant sees this fellowship progressing their career. Their leadership potential should also be considered against what they are trying to achieve in their project plan. Reviewers should consider if the project important to the heart health of Australians and will the applicant be able to demonstrate leadership skills whilst completing the project. Peer reviewers should refer to the following questions when assessing this criterion:

- Leadership Summary
- Relative to Opportunity
- Post Fellowship plans
- Research Environment
- Project Plan

Stage 2: Detailed review of the full application

Each application will be reviewed by between three and five peer review and consumer review committee members. All assessments should be made relative to an applicant's opportunity. Relative to opportunity should include a consideration of time post completion of PhD, career interruptions and area of research.

Peer Review Assessment Criteria

Track Record – weighting of 50%

Track record assessment should consider the overall impact, quality, and contribution of the published journal articles from the grant applicant in the field. Reviewers should consider more than just the standing of the journal in which those articles are published or the number of publications. All assessments should be made relative to opportunity, regarding an applicant's circumstance, and consider the length of time post completion of PhD, career interruptions and area of research. Peer reviewers should refer to the following questions when assessing this criterion:

- Relative to Opportunity
- Career Disruptions

- c. Post Fellowship plans
- d. Track Record
 - Applicant Work History
 - Qualification
 - Training Contribution
 - Scientific Community Contribution
 - Publications and top five
 - Presentations
 - Awards
 - Grant Record

Quality and Feasibility of Research Proposal – weighting of 25%

Quality and feasibility should incorporate assessment of the quality of the environment where the research will be undertaken, the quality of the project and how achievable it is in the prescribed timeframe. Consideration should be given to additional funding, is this a continuation on from previous Heart Foundation funding, has the groundwork been laid for this project or is there any other funding that will enhance this research. It should be noted that previous Heart Foundation funding is not a requirement however the continued support of a piece of research may be an impactful investment for the Heart Foundation. Peer reviewers should refer to the following questions when assessing this criterion:

- a. Research Environment
- b. Research Plan and Figures
 - Background
 - Method
 - Project Milestones
 - Expected Outcomes
 - References
- c. Ethics Approval
- d. Previous Funding
- e. Leveraging Funding

Significance and Potential Impact of the research – weighting of 25%

The proposal should show how the applicant plans to integrate translational outcomes to lead to widespread improvements in cardiovascular health practices. Reviewers should consider how this project will affect the heart health of all Australians. Peer reviewers should refer to the following questions when assessing this criterion:

- a. Consumer Engagement
- b. Improvements in related Health Practices, Policy and Knowledge
- c. Promoting Health Equity

Consumer Review Assessment Criteria

Significance and Potential Impact of the research – weighting of 100%

The Postdoctoral Fellowship supports researchers who have just completed their PhD and are looking to progress their careers in research. The assessment should consider what the applicant has achieved thus far as well as how this fellowship will progress their career. Reviewers should consider the impact their expected outcomes may have on the heart health of all Australians. Consumer reviewers should refer to the following questions when assessing this criterion:

- a. Leadership Summary
- b. Relative to Opportunity
- c. Post Fellowship plans
- d. Project Plan
- e. Expected Outcomes
- f. Consumer Engagement
- g. Improvements in related Health Practices, Policy and Knowledge
- h. Promoting Health Equity

5. PhD Scholarship

Eligibility

- CIA must have applied for and meet the entry requirements for a graduate research degree at an NHMRC Administering Institute or be currently enrolled in a graduate research degree at an NHMRC Administering Institute.
- CIA must not exceed 12 calendar months of full-time equivalent enrolment for a PhD degree, or six calendar months for a Masters Degree by Research, up to the application closing date
- Scholarships will be offered to high achieving students who are enrolled in a postgraduate program at an Australian university. The applicant must demonstrate that they have undertaken supervised individual research in which they have designed and conducted a scholarly investigation in the context of an existing body of knowledge, critically analysed and evaluated the outcome in that context, and communicated the process effectively in writing.
- To build an environment of equity for all early career researchers from all relevant disciplines, in this award achievement and track record will be assessed on individual performance in the past 3 years. Reviewers will consider:
 - first and/or middle author publications
 - grants where the candidate is the lead or chief investigator
 - presentations or posters presented by the candidate themselves

Scholarships are funded for a maximum period of three years at 1.0 FTE (minimum of 0.5 FTE pro-rata):

| | |
|------------------|----------|
| Stipend – Year 1 | \$40,000 |
| Stipend – Year 2 | \$40,700 |
| Stipend – Year 3 | \$41,400 |

The duration of a fulltime or part-time Scholarship will be reduced by any periods of study undertaken towards the nominated degree before the commencement of the funding period.

Example: FTE study completed at 31 December in the year of application is six months. Therefore, the CIA will be entitled to receive 2.5 years of full-time funding (three years minus six months). Funding will cease from the day the PhD/Masters Degree by Research thesis is submitted or at the completion of 3 years FTE candidature for a PhD or 2 years FTE for a Masters Degree by Research. Awardees (through their RAOs) are required to notify the Heart Foundation at the time their thesis is submitted and provide evidence of the date of submission.

Application Assessment

Each application will be reviewed by between three and five peer review committee members. All assessments should be made relative to an applicant's opportunity.

Peer Review Assessment Criteria

Track Record – weighting of 50%

Reviewers will consider the track record from all relevant disciplines equally. Achievements and track records from the past 3 years should be first and/or middle author publications, grants where the candidate is the lead or chief investigator, and presentations or posters presented by the candidate themselves. Peer reviewers should refer to the following questions when assessing this criterion:

- a. Relative to Opportunity
- b. Post Scholarship plans
- c. Track Record
 - Applicant Work History
 - Qualification
 - Research Involvement
 - Publications and top five

- Presentations
- Awards

Quality and Feasibility of Research Proposal – weighting of 25%

Quality and feasibility should incorporate assessment of the quality of the environment where the research will be undertaken, the quality of the project and how achievable it is in the prescribed timeframe. Consideration should be given for any other funding that will enhance this research. Peer reviewers should refer to the following questions when assessing this criterion:

- a. Research Environment
- b. Research Plan and Figures
 - Background
 - Method
 - Project Milestones
 - Expected Outcomes
 - References
- c. Ethics Approval
- d. Leveraging Funding

Significance and Potential Impact of the research – weighting of 25%

The proposal should show how the applicant plans to integrate translational outcomes to lead to widespread improvements in cardiovascular health practices. Reviewers should consider how this project will affect the heart health of all Australians. Peer reviewers should refer to the following questions when assessing this criterion:

- a. Consumer Engagement
- b. Improvements in related Health Practices, Policy and Knowledge
- c. Promoting Health Equity

Consumer Review Assessment Criteria

Significance and Potential Impact of the research – weighting of 100%

The PhD Scholarship supports applicants to complete their research related PhD or Masters degree. The assessment should consider what the applicant has achieved thus far as well as how this fellowship will progress their career. Reviewers should consider the impact their expected outcomes may have on the heart health of all Australians. Consumer reviewers should refer to the following questions when assessing this criterion:

- a. Research Involvement
- b. Relative to Opportunity
- c. Post Scholarship plans
- d. Expected Outcomes
- e. Consumer Engagement
- f. Improvements in related Health Practices, Policy and Knowledge
- g. Promoting Health Equity

6. Aboriginal & Torres Strait Islander Award

Eligibility

- It is highly recommended that the CIA is an Australian Aboriginal and/or Torres Strait Islander person.
- Whilst non-Australian Aboriginal and/or Torres Strait Islander person may apply, it is recommended that the person works closely, including co-designing project, with the community for which the research is taking place.
- The grant application should include support for capacity building for Aboriginal and/or Torres Strait Islander people. An example of this could be the role of research assistant, health professional undertaking a PhD, staff and/or student studying higher degrees.
- CIA is not eligible for capacity building support.
- Research must provide benefit to Aboriginal and Torres Strait Islander peoples and/or communities. This should be described in the application with relevance to the NHMRC Ethical Guidelines.

Award is funded for a period of three years with Capacity Building Stipend at 1.0 FTE (minimum of 0.5 FTE pro-rata):

| | |
|------------------------------------|---------------|
| Project support | \$80,000 p.a. |
| Capacity Building Stipend – Year 1 | \$40,000 |
| Capacity Building Stipend – Year 2 | \$40,700 |
| Capacity Building Stipend – Year 3 | \$41,400 |

Application Assessment

Every application will be reviewed by every peer review committee member, although the quantity is dependent on the application and committee member numbers. A primary spokesperson (SP1) is allocated to every application, as well as every committee member assessing only applications they are not conflicted with.

Every consumer committee member will also assess at least three applications. A spokesperson for applications is not required for this committee.

All assessments should be made relative to an applicant's opportunity. Relative to opportunity should include a consideration of time post completion of PhD, career interruptions and area of research.

Peer Review Assessment Criteria

Benefits to Aboriginal and Torres Strait Islander Individuals and/or communities – weighting of 50%

How well does the application address the purpose of the award concerning the six benefits to the community (Spirit and integrity, Cultural continuity, Equity, Reciprocity, Respect, and Responsibility). The Reviewers should also take into consideration the capacity-building components for Aboriginal and/or Torres Strait Islander people, ensuring that the role is building the capacity of the individual within the area of CVD research. Peer reviewers should refer to the following questions when assessing this criterion:

- Track Record
- Staff/Student
 - Role in Project
 - CV
- Benefits to Aboriginal and Torres Strait Islander Individuals and/or communities

Quality and Feasibility of Research Proposal – weighting of 25%

Quality and feasibility should incorporate assessment of the quality of the environment where the research will be undertaken, the quality of the project and how achievable it is in the prescribed timeframe. A proposal should be of outstanding design with negligible weakness and make an outstanding case for the research to be important in addressing a cardiovascular health issue. The applicant must be able to deliver this project with the

budget provided, it should be feasible and almost certain to be achieved within the term of the grant. The environment should be very well matched with the applicant's proposed project and include remarkably high quality administrative and technical support systems for the applicant. Peer reviewers should refer to the following questions when assessing this criterion:

- a. Research Plan and Figures
 - Background
 - Method
 - Project Milestones
 - Expected Outcomes
 - References
- b. Research Environment
- c. Ethics Approval
- d. Budget Allocation

Significant and Potential Impact of the Research – weighting of 25%

The proposal should show how the applicant plans to integrate translational outcomes to lead to widespread improvements in cardiovascular health practices. Reviewers should consider how this project will affect the heart health of all Aboriginal & Torres Strait Islanders. Peer reviewers should refer to the following questions when assessing this criterion:

- a. Consumer Engagement
- b. Improvements in related Health Practices, Policy and Knowledge

Consumer Review Assessment Criteria

Significance and Potential Impact of the research – weighting of 100%

How well does the application address the purpose of the award concerning the six benefits to the community (Spirit and integrity, Cultural continuity, Equity, Reciprocity, Respect, and Responsibility). The Reviewers should also take into consideration the capacity-building components for Aboriginal and/or Torres Strait Islander people, ensuring that the role is building the capacity of the individual within the area of CVD research. When consumers assess the quality of a cardiovascular health research proposal, they will be looking at how the impact of this research proposal will translate for the cardiovascular health of all Aboriginal and/or Torres Strait Islander people. Consumer reviewers should refer to the following questions when assessing this criterion:

- a. Staff/Student
- b. Benefits to Aboriginal and Torres Strait Islander Individuals and/or communities
- c. Expected Outcomes
- d. Consumer Engagement
- e. Improvements in related Health Practices, Policy and Knowledge

7. Vanguard Grant

Eligibility

- Up to 4 Chief Investigators can be named on an application including the applicant CIA.
- CIA must be an Australian or New Zealand citizen, a permanent Australian resident or have applied for Australian permanent residency at the time of the application. Other CI's may have citizenship outside of Australia or New Zealand.
- CIA may only submit one Vanguard Grant application however can be named as an Investigator on a different submission.
- CIA must be from an NHMRC administering institution. Other named Investigators may be from other research organisations.
- CIA will take intellectual leadership of the project and manage the research and will be the contact person for Heart Foundation correspondence. All other named Investigators are responsible for ensuring that the successful project is undertaken and completed in the manner specified.

The Heart Foundation offers funding for Vanguard Grants in both one- and two-year categories. One- and two-year projects are assessed by separate peer review committees. Applicants will be required to select and justify the project length in relation to the feasibility of their proposed project when submitting their application.

Applicants can apply for a maximum budget of \$75,000 for a one year grant and maximum budget of \$75,000 per year with total budget no more than \$150,000 for a two year grant.

Application Assessment

Stage One

Each application will be reviewed by between three and five peer review committee members. All assessments should be made relative to an applicant's opportunity. Relative to opportunity should include a consideration of time post completion of PhD, career interruptions and area of research.

Peer Review Assessment Criteria

Potential of Outcomes – weighting of 70%

The project should be described with tangible outcomes with the potential to improve cardiovascular health. Reviewers should consider how this project will affect the heart health of all Australians. Peer reviewers should refer to the following questions when assessing this criterion:

- a. Project Plan
- b. Expected Outcomes
- c. Research Environment

Addressing the purpose of the Vanguard Grant – weighting of 30%

The Vanguard Grant is essentially seed funding. This aspect addresses whether this is an innovative cardiovascular health research concept and if the project is addressing the feasibility of turning this concept into a larger project. Peer reviewers should refer to the following questions when assessing this criterion:

- a. Relevance to the purpose of the Vanguard Grant
- b. Leveraging Funding

Stage 2

Each application will be reviewed by between three and five peer review and consumer committee members. All assessments should be made relative to an applicant's opportunity. Relative to opportunity should include a consideration of time post completion of PhD, career interruptions and area of research.

Peer Review Assessment Criteria

Quality and Feasibility of Research Proposal – weighting of 60%

Quality and feasibility should incorporate assessment of the quality of the environment where the research will be undertaken, the quality of the project and how achievable it is in the prescribed timeframe. A proposal should be of outstanding design with negligible weakness and make an outstanding case for the research to be important in addressing a cardiovascular health issue. The applicant must be able to deliver this project with the budget provided, it should be feasible and almost certain to be achieved within the term of the grant. The environment should be very well matched with the applicant's proposed project and include remarkably high quality administrative and technical support systems for the applicant. Peer reviewers should refer to the following questions when assessing this criterion:

- a. Relevance to the purpose of the Vanguard Grant
- b. Research Plan and Figures
 - Background
 - Method
 - Project Milestones
 - Expected Outcomes
 - References
- c. Ethics Approval
- d. Budget Allocation

Potential for Outcomes – weighting of 40%

The research proposal should show how the applicant, together with their team, plan to integrate translational outcomes. It should also show the potential for this team to lead a successful research proposal for funding by a third-party funder (i.e. NHMRC) or to lead to widespread improvements in cardiovascular health practices. Peer reviewers should refer to the following questions when assessing this criterion:

- a. Chief Investigators
- b. Track Record
- c. Relative to Opportunity
- d. Research Environment
- e. Consumer Engagement
- f. Improvements in related Health Practices, Policy and Knowledge
- g. Promoting Health Equity
- h. Leveraging Funding

Consumer Review Assessment Criteria

Significance and Potential Impact of the research – weighting of 100%

The Vanguard Grant is essentially seed funding to test the feasibility of innovative concepts relating to cardiovascular health. When consumers assess the quality of a cardiovascular health research proposal, they will be looking at how the impact of this research proposal will translate for the cardiovascular health of all Australians. Consumer reviewers should refer to the following questions when assessing this criterion:

- a. Relevance to the purpose of the Vanguard Grant
- b. Track Record
- c. Project Plan
- d. Expected Outcomes
- e. Consumer Engagement
- f. Improvements in related Health Practices, Policy and Knowledge
- g. Promoting Health Equity

8. Collaboration & Exchange Award

Eligibility

- As the Award will need to be administered by an NHMRC administering institution, applicants will need to be associated with such institutions to be eligible.
- Open to all currently funded Heart Foundation Fellows and Scholars.
- The requested travel must occur while the candidate is still funded by the Heart Foundation or within 12 months of the award finishing.
- The requested 'collaboration and exchange' activity must not be for more than six months.
- Collaboration and Exchange Award can only be received once within the duration of a fellowship or scholarship.
- Awards will be given for Scholars, Fellows, and carers.
- Each award is valued at \$5,000 and travel cannot be longer than 6 months.
- Travel must take place between 1 January and 31 December.

Application Assessment

Every committee member will review every application.

Peer Review Assessment Criteria

This travel grant should build on the fellow or scholar's project. Collaborate and exchange activities should strengthen the recipient's research capacity and ability to translate their research outcomes. Peer reviewers should refer to the following questions when assessing this criterion:

- a. Current Heart Foundation Award Type
- b. Simplified Project Title
- c. Project Synopsis
- d. Summary of Current Award
- e. Travel Departure Date
- f. Travel Return Date
- g. Activity
- h. Activity Location
- i. Activity Description
- j. Conference Location
- k. Conference Activities
- l. Budget Allocation
 - Flights
 - Accommodation
 - Conference Costs
 - Other

9. Strategic Grants

Eligibility

- The applicant CIA should have a significant track record with a demonstrated ability to conduct the project and recruit national and/or international collaborators with the ability to attract further funding for the project. Significant track record could include evidence of high impact in their field of research, international recognition for their work, grant success and other awards.
- The applicant CIA may only submit one Strategic Grant application per strategic topic however can be named as an Investigator on up to 2 other submissions.
- Other named Investigators are permissible and will contribute to the evaluation of track record and project feasibility.
- Up to 6 CI's can be named on an application including the applicant CIA.
- Up to 5 Associate Investigators can be named on an application.
- Up to 5 Partner Organisations can be named on an application.
- The applicant CIA must be an Australian or an Australian permanent resident.
- The applicant CIA must be from an NHMRC administering institution. Other named Investigators may be from other research organisations.
- The applicant, CIA will take intellectual leadership of the project and manage the research and will be the contact person for Heart Foundation correspondence. All other named Investigators are responsible for ensuring that the successful project is undertaken and completed in the manner specified.
- The funding may be used to expand an existing research project or collaboration but should be identifiable as a Heart Foundation Research Program and/or NHMRC/Australian Research Council (ARC) project.
- All government, non-government and private organisations providing funding to the grant shall be listed in the application, along with a confirmation of the level of cash and/or in-kind commitment to support the grant.
- The Heart Foundation reserves the right to fund none or multiple applications.

Chief Investigators are responsible for the project proposal and completion of the research project.

Associate Investigators are an investigator who provides some intellectual and/or practical input into the research and whose participation warrants the inclusion of their name on publications

Partner Organisations are organisations/institutes/businesses that are playing a specific role in your project.

Strategic Grants are valued at \$1,000,000 and tenable for 3 years.

Application Assessment

Stage One: Expression of Interest

All peer review committee members will review each application.

Peer Review Assessment Criteria

Quality of Project and the likelihood to produce Outcomes - weighting of 100%

The Strategic Grants support research proposals that are addressing an identified gap in research. The applicant should be able to attract an academically diverse team, that can leverage resources and funding from partner organisations. Reviewers should consider the importance of the project to the heart health of Australians and will the applicant be able to demonstrate leadership skills whilst completing the project. Peer reviewers should refer to the following questions when assessing this criterion:

- a. Team Track Record
- b. Chief Investigators
- c. Associate Investigators
- d. Partner Organisations
- e. Research Environment
- f. Project Plan

Stage 2: Full Application

Each application will be reviewed by all peer review and consumer committee members. All assessments should be made relative to an applicant's opportunity.

Peer Review Assessment Criteria

Collaborative team – weighting of 20%

The team's track record should provide an overview of how this collaborative team will execute this project and the expertise that each member is bringing to the team. When assessing the collaborative team, reviewers should look at the academic diversity of the Chief Investigators, the roles of all investigators, and the partner organisations and resources and funding they can leverage.

Peer reviewers should refer to the following questions when assessing this criterion:

- a. Team Track Record
- b. Relative to Opportunity
- c. Chief Investigators
- d. Associate Investigators
- e. Partner Organisations

Quality and Feasibility of Research Proposal – weighting of 50%

Quality and feasibility should incorporate assessment of the quality of the environment where the research will be undertaken, the quality of the project and how achievable it is in the prescribed timeframe. Consideration should be given to additional funding, is this a continuation on from previous Heart Foundation funding, has the groundwork been laid for this project or is there any other funding that will enhance this research. It should be noted that previous Heart Foundation funding is not a requirement however the continued support of a piece of research may be an impactful investment for the Heart Foundation. Peer reviewers should refer to the following questions when assessing this criterion:

- e. Research Environment
- f. Research Plan and Figures
 - Background
 - Method
 - Project Milestones
 - Expected Outcomes
 - References
- g. Ethics Approval
- h. Budget Allocation

Potential for health improvements - weighting of 30%

The proposal should show how the applicant plans to integrate translational outcomes to lead to widespread improvements in cardiovascular health practices. Reviewers should consider how this project will affect the heart health of all Australians. Peer reviewers should refer to the following questions when assessing this criterion:

- a. Leveraging Funding
- b. Consumer Engagement
- c. Improvements in related Health Practices, Policy and Knowledge
- d. Promoting Health Equity

Consumer Review Assessment Criteria

Significance and Potential Impact of the research – weighting of 100%

Strategic Grants supports research projects with the potential to address an identified gap in cardiovascular research. When consumers assess a research proposal, they will be looking at the experience of the collaborative team and whether their expected outcomes and impact will translate for the cardiovascular health of all Australians. Consumer reviewers should refer to the following questions when assessing this criterion:

- a. Team Track Record
- b. Relative to Opportunity
- c. Project Plan
- d. Expected Outcomes
- e. Consumer Engagement
- f. Improvements in related Health Practices, Policy and Knowledge
- g. Promoting Health Equity

10. Assessment Committees

The Heart Foundation employs a rigorous, transparent, and independent peer and consumer review process to assist in the selection of research award applications for funding.

Only eligible and complete applications will proceed to peer review. The Review is conducted by an independent Peer Review Committee made up of eminent cardiovascular researchers with broad including biomedical, clinical, public health and health services research.

It is not appropriate for applicants or administering institutes to reach out to any of our reviewers to discuss assessment results or ask for further feedback. Should this occur, applicants or administering institutes may be deemed ineligible for future applications.

Committees

Individual peer review committees are created for each funding program. Depending on the program, each committee consists of between 7 to 15 members. For programs that receive more than 200 applications, committees are larger. Where possible, committees are diverse across demographics, including an even split of gender, state representation and professional background. Each peer review committee has a chair that has oversight of the complete assessment process. The Chair can assess however they should be the neutral party who can settle any issues where two applications are tied.

Consumer committees only assess final stages unless there is only one stage of review and then they assess the only stage. Committees consist of no less than 3 and no more than 7 members. This committee should consist of a variety of consumer representatives, patients, carers, and the general community.

In every stage of the assessment process, confidentiality is of the utmost importance. The integrity and discretion of assessors are trusted to protect this confidentiality, not only concerning the content of the applications but also concerning the assessments.

It is important that participants in peer review:

- act per the [Australian Code for the Responsible Conduct of Research \(2018\)](#)
- act per the [Heart Foundation's privacy policy](#) (which applies to honorary Committee members)
- are fair and timely in their review
- act in confidence and do not disclose the content or outcome of any process in which they are involved
- declare all Conflicts of Interest (**COI**), do not permit personal prejudice to influence the peer review process and do not introduce considerations that are not relevant to the review criteria
- do not take undue or calculated advantage of knowledge obtained during the peer review process
- ensure that they are informed about, and comply with, the criteria to be applied
- consider research that challenges, or changes accepted ways of thinking
- consider their expert knowledge of their field of research.

Any information or documents made available to Committee members during peer review are confidential and must not be used for any other purpose than to fulfil their assessor role.

Conflicts of Interest

Before the commencement of any peer or consumer reviews, each member of our committees will be asked to complete a declaration of COI.

Peer Review

Level 1 Conflict

Highest level of conflict where a reviewer may not assess the application or participate in any conversation regarding the application. This level of conflict may include:

- Direct collaboration with the applicant
- Supervisor of applicant
- Current personal relationship (family member, close friend, partner, or spouse) with the applicant
- Financial interest in the outcome
- Verbal or written dispute
- Working at the same institution in a similar research area

Level 2 Conflict

Medium level of conflict where a reviewer may not assess the application, however, it is at the committee's discretion as to whether they can participate in the conversation. This level of conflict may include:

- Collaborations with the applicant in a different area to application
- Collaborations with the applicant as a close colleague (within last 5 years)
- Researching at the same institution with knowledge of the applicant
- A personal relationship with the applicant in the last 5 years

Level 3 Conflict

Lowest level of conflict where a reviewer can still assess an application. This level of conflict may include:

- Collaborations with the applicant in the same area of research over 5 years ago
- Researching at the same institution with no knowledge of the applicant
- A personal relationship with the applicant over 5 years ago

Consumer Reviews

Level 1 Conflict

Highest level of conflict where a reviewer may not assess the application or participate in any conversation regarding the application. This level of conflict may include:

- Current personal relationship (family member, close friend, partner, or spouse) with an applicant
- Financial interest in the outcome
- Current work colleague
- Current/Past consumer representative on the project

Level 2 Conflict

Lowest level of conflict where a reviewer can still assess an application. This level of conflict may include:

- Previous work colleague
- A personal relationship with the applicant in the last 10 years

Scoring System

The Heart Foundation uses a three-point or “ABC” scoring system in its peer-review process. This system allows reviewers to assess an application’s strength relative to all other applications received in the program’s funding round. Reviewers are asked to rank applications into one of three categories:

- A: Best 1/3rd of applications
- B: Middle 1/3rd of applications
- C: Bottom 1/3rd of applications

It is a requirement of this system that reviewers must segregate applications into three equal lots.

Rankings returned to the Heart Foundation are then converted into numerical values:

- A = 2
- B = 1
- C = 0

The ranking is based on the total score; however, the number of A’s, B’s and C’s is also recorded alongside the score on the ranked scoresheets.

11. Funding Agreements

All applicants and administering institutions will be required to sign the Heart Foundation funding agreement. Failure to do so will preclude eligibility for the award.

This document is to be used in conjunction with the terms and conditions set out within the Heart Foundation Funding Agreement (see [attachment 1](#)). The funding agreement includes reporting requirements and stipulations of the award (including changes). It is important that administering institutions and awardees are familiar with the funding agreement.

The funding agreement will be prepared by the Heart Foundation and its content is not open to negotiation.

The Administering Institution hosting the Award Activity is responsible for coordinating the research supported by any Heart Foundation Award and meeting the reporting and other requirements as set out in a fully executed Funding Agreement.

Some programs will have specific considerations, set out in Annexure B of a Funding Agreement, they are as follows:

Fellowships

- Fellows shall spend a minimum of 80% of their FTE time on research.
- Awardees are expected to devote the FTE specified in application Award Plan to the Award Activity, which must not be less than 0.6 FTE.
- Participation in teaching and attendance at advanced courses relevant to the Award Activity may be permitted by the Heart Foundation if participation occupies only a small proportion of Awardees' FTE.
- The private practice of medicine and routine clinical or administrative duties are not compatible with the fellowship. Full-time Awardees may spend no more than 20% of their FTE performing routine clinical duties or teaching.
- The fellow may not concurrently hold more than one Fellowship. For the avoidance of doubt, an award partner/co-funded by the Heart Foundation with another organisation is considered one award.
- Fellows may not receive regular remuneration or grants that contain additional salary support in addition to the fellowship award except with prior approval from the Heart Foundation
- An Awardee proposing to accept a substantive paid appointment will normally be required to relinquish the Award. In such cases, the Awardee shall advise the Heart Foundation in writing and in advance.
- The Administering Institution shall not, as a condition of administering this Award, require Awardees to undertake unpaid work in addition to that specified in the Award Plan.
- Full-time Fellows may apply to reduce their FTE for personal reasons such as carer responsibilities, but not for vocational reasons such as wishing to work part-time. Applications to reduce a full-time Award will be assessed on a case by case basis. If approved, the award will be extended pro-rata to account for the change in FTE.
- The Heart Foundation is to be notified immediately if the Awardee's employment circumstances change during the tenure of an Award, particularly when the ability of the Awardee to undertake the Award Activities may be affected by the change in circumstances. The notification will need to detail any financial and/or administrative implications for the Awardee, and implications of the change on their ability to undertake the roles and responsibilities associated with the Award.

Scholarships

- Awardees are expected to devote the FTE specified in the Award Plan to the Award Activity, which is must be no less than 0.5 FTE.
- Full time (1.0 FTE) Awardees shall spend a minimum of 80% of their FTE on research. Participation in cardiovascular health practice during the remaining 20% of the Awardee's FTE is encouraged.

- For part-time Awardees, participation in cardiovascular health practice during the remainder of the Awardees' FTE is encouraged. Teaching and attendance at advanced courses relevant to an Awardee's research program may be allowed if they occupy only a small proportion of FTE.
- Awardees may not concurrently hold more than one Scholarship. For the avoidance of doubt, an award partner/co-funded by the Heart Foundation with another organisation is considered one award.
- The Administering Institution shall not, as a condition of administering this Award, require Awardees to undertake unpaid work in addition to that specified in the Award Plan.
- An Awardee proposing to accept a substantive paid appointment will normally be required to relinquish the Award. In such cases, the Awardee shall advise the Heart Foundation in writing and in advance.
- The Heart Foundation is to be notified immediately if the Awardee's employment circumstances change during the tenure of an Award, particularly when the ability of the Awardee to undertake the Award Activities may be affected by the change in circumstances. The notification will need to detail any financial and/or administrative implications for the Awardee, and implications of the change on their ability to undertake the roles and responsibilities associated with the Award.

Grants

- Awardees may request an extension in time if necessary, no additional funding will be provided. Request for extension in time must be submitted in writing and in advance for approval by the Heart Foundation's Research Program.
- The Heart Foundation is to be notified immediately if the Awardee's employment circumstances change during the tenure of an Award, particularly when the ability of the Awardee to undertake the Award Activities may be affected by the change in circumstances. The notification will need to detail any financial and/or administrative implications for the Awardee, and implications of the change on their ability to undertake the roles and responsibilities associated with the Award.

12. Awardee Obligations

As outlined in the funding agreement, section 16 Acknowledgments and Publicity, awardees are expected to contact the Research Program in advance of publications going to press or conference presentations occurring (where possible), acknowledge the Heart Foundation in publications and presentations, send published papers to the Research Program, participate in peer review of applications, participate in Heart Foundation promotional initiatives. There are many opportunities to promote research at the Heart Foundation. To do this we need the cooperation of researchers and institutes, this section provides further details of obligations and opportunities.

Your Researcher Profile

To best promote research, we first need to know a little bit about researchers and their projects. On commencement of your award, researchers will receive a welcome pack that includes a profile template. Along with the Researcher Profile, researcher photos are often required and therefore submitting a current, high-resolution portrait photo will also assist. Videos are another great option and can be considered when completing profiles.

Media

The Heart Foundation has a reputation for providing reliable information on cardiovascular disease and the media often approach us for stories or comments. Our media team will work collaboratively with institutes to promote research to the wider community. This will help improve the level of awareness and interest in all funded research.

Our media team can assist with media and interview training as well as in drafting media releases. We also have reputable spokespeople such as our Chief Medical Advisor (Professor Garry Jennings AO), group CEO, as well as local state-based CEOs, to support you in media interviews.

Before any publication release, please contact us at media@heartfoundation.org.au. The Heart Foundation communications team will help you assess whether your findings would be of interest to journalists and the wider community.

Social Media

The Heart Foundation has a strong social media following who love hearing about research. Using social media is a terrific way to show off research and stay connected with fellow researchers. Do not forget to tag us in your posts!



@heartfoundation



Heart Foundation



HeartFoundationAU

Researchers can also forward any posts, messages or content to the [Research Program](#) and we will publish them as appropriate on our social media channels.

Publications and presentations

The main purpose of the Heart Foundation funding research is to have an impact on the heart health of all Australians. For that reason, awardees should advise the Heart Foundation of any publications or presentations relating to projects we are or have funded.

Awardees must acknowledge the support of the Heart Foundation in any publication or presentation, public announcements, advertising material, research reports or any other material relating to the funded research.

Examples of our preferred acknowledgment are in the format:

- [Title] [Surname] was supported by a [Award Name, (Award Reference No.)] from the National Heart Foundation of Australia.
- This work was supported by a [Award Name (Award Reference No.)] from the National Heart Foundation of Australia.

Logo Guidelines

When researchers are publishing a paper or presentation, consider using the Heart Foundation logo to promote the funding connection. There are a variety of branding options available to best suit your collateral.

The Heart Foundation [Research Program](#) must:

- approve the use of logos before publishing
- view copies of your collateral the logo will be used on
- send you the logo for use to ensure it is the correct logo

Campaigns and Appeals

To maintain research funding levels, the Heart Foundation relies on the generosity of donors. To keep them engaged, the Heart Foundation delivers annual marketing campaigns complemented by smaller more personalized donor appeals. All campaigns and appeals are themed and feature a case study matched with a piece of currently funded research. The Heart Foundation Research Program may reach out to researchers where there is an alignment to case studies.

Alumni

The Heart Foundation has a proud history of supporting outstanding researchers and we are delighted to be bringing together our current and previously funded researchers through our Alumni Program.

Heart Foundation-funded researchers are automatically entered into our Alumni database. Heart Foundation Alumni will receive additional exclusive content in newsletters, as well as access to Alumni resources via the Heart Foundation portal.

The Heart Foundation appreciates the length of time research takes to develop and achieve impact. Researchers are likely to publish future results based on work completed during the Heart Foundation funding period, and the Alumni program is a platform to continue active engagement with the Heart Foundation.

13. Compliance Reporting

Progress Reporting

- A progress report template will be provided to the awardee in December each year.
- The terms of the funding agreement require awardees to report annually on the progress of their project. This annual report is due from 1 January and must be submitted no later than 31 March each year. This gives you three months to write up your results from the previous calendar year.
- Failure to provide this report may jeopardise future funding.
- For Vanguard Grants, an additional annual report is required one year after the funding agreement terminates. The reason for this is to assess whether the funding has met the purpose of the Vanguard Grant and led to a larger funding project.
- Progress reports assist our team at building Research Impact stories. These stories are used to link important research findings with our campaigns and announcements.

Financial Acquittals

- It is important that funding is expended according to approved budgets and that institutes provide the Heart Foundation with an accurate financial acquittal no later than 31 March each year.
- Failure to provide this report may jeopardise future funding.
- A final statement shall be submitted at the termination of the grant, at which time any unexpended balance of the grant should be returned to the Heart Foundation.
- Unused funds may not be expended in subsequent years, unless applicable to the project and specifically approved in advance by the Heart Foundation.
- Funding applicable to a particular calendar year is not transferable to a subsequent year without approval in advance from the Heart Foundation.

Carryover Finance

Scholarships and Postdoctoral Fellowship

- All funding should have been expended on stipend unless the Researcher took leave throughout the year. Sometimes there can be a small amount of carryover, i.e. a couple of thousand dollars at the most, due to HR Payroll schedule not matching the calendar year. This will be evened out in the following year.

Future Leader Fellowship

- The stipend portion of the award should be completely expended on salary and therefore no or minimal carryover (as above). The Project Support portion, however, may not all be expended in the calendar year, and the Researcher is eligible to carryover unexpended funds from this category. When looking at the acquittal, just ensure that the Project Support funding has been expended as per the budget from the application.

Grants

- Researchers may spend minimal grant funding as they are commencing with a part of the project that requires almost no expenditure.
- When looking at the acquittal just ensure that the funding is being expended as per the budget from the application.
- If funding is not being expended multiple years in a row, this should be questioned.

Awards

- Awards can be expended as the Researcher sees fit and can be carried over.

14. Invoicing and Payments

Award Payments

- Payments and allowances will be paid to the administering institution nominated in the application.
- Annual Award stipend amounts will be provided in the payment schedule shown in Annexure A of the funding agreement.
- Stipend payments will be made quarterly and in advance.
- Annual project support amounts, unless otherwise specified, will be paid annually.
- Annual project support amount should be invoiced in the quarter in which the Award commences and follow that structure for each year following.
- The Heart Foundation operates on a calendar year basis and funds not invoiced for within the calendar year will not be available after 31 December of that year.
- Administering institutions will be required to submit a tax invoice (per the GST Act) to the Heart Foundation at the start of each quarter.
- The Heart Foundation does not deduct taxation from quarterly instalments.
- Invoices should be inclusive of GST and sent by email to the Heart Foundation Research Program at hf_research_accounts@heartfoundation.org.au during the **first** month of each quarter.

Project Support

- Project Support funding may not be used to support salary for the Awardee or to support Administrative Costs.
- Project Support funds may not be used as a stipend for a PhD student unless specifically stated in the Award Plan and Approved Budget.
- Project Support funds may be used to support a salary for someone (other than the Awardee) to conduct part of the Award Activity.
- Project Support funds may be used for consumables to be used in connection with the Award Activity or for other Award Activity related costs not exclusively prohibited. Prohibited activity costs will be noted in eligibility criteria if applicable to a program.
- Stipends offered are exclusive of Superannuation Guarantee Contribution, workers compensation, leave loading and payroll tax.

Innovation Awards

- Award funding provided by the Heart Foundation in the form of a prize or similar (for example, an innovation award) may not be used to:
 - support salary for the Awardee
 - support a salary for someone (other than the Awardee) to conduct part of the Award Activity
 - support the stipend for a PhD student
 - support Administrative Costs
 - for consumables to be used in connection with the Award Activity
 - for other Award Activity related costs that have not been exclusively prohibited

15. Variations to Contracts

We understand that sometimes unexpected things happen. A project may not go quite to plan, and it may become necessary to request a change to the original terms of your funding agreement.

The Administering Institution must notify the Heart Foundation as soon as it is practicable of any expected or actual changes required to a funding agreement. All communication regarding variations must be made by the administering institute's research office to the Heart Foundation's Research Program.

An amendment or variation to a Funding Agreement is not effective until the institute receives a signed letter and updated agreement Annexure A. Acceptable variation requests are as follows.

Extension Requests

- Extension requests **must** be made three months before the Award end date, while the Award is still tenable.
- Award Extension requests will not be considered if there are outstanding milestones against this Award.
- The maximum length of extension that is granted for Scholarships is six months; this extension may cover both time and stipend.
- Fellowships and Grants may be extended in time only and for a maximum of 12 months.
- Only one extension will be allowed per candidature, unless in extreme circumstances.
- Should extra funding be sought, a Project/Budget Variation Request needs to be submitted.
- When an extension is granted, extra payments and milestone will be included on the new Variation Letter.

Leave of Absence

- A leave of absence can be sought for up to 12 months.
- In general, an awardee may request one leave of absence per award.
- For parental leave or other extreme circumstances, the awardee may take multiple leave of absences for extended periods.
- You may be required to provide supporting documentation such as medical certificates on request.
- During a period of leave, payments will be suspended. They will commence again after the Heart Foundation [Research Program](#) receives notice from the institute that the awardee has returned.
- Leave of Absence requests must be made a minimum four weeks before the first day of the proposed leave.

Change in FTE

- Change in FTE must be made three months before the Award end date.
- Change in FTE will not be considered if there are outstanding milestones against the Award.
- Minimum FTE is dependent on the award and is stipulated in award eligibility.
- Full-time Awardees may apply to reduce their FTE due to personal reasons such as carer responsibilities.
- Full-time Awardees may not reduce their FTE for vocational reasons such as wishing to work part-time.
- Applications to reduce a full-time Award will be assessed on a case by case basis.
- If approved, payment schedules will be updated to reflect the change.
- If approved, the award will be extended pro-rata to account for the change in FTE.
- In most cases, the FTE change must occur at the start of a financial quarter.

Project/Budget Variation

- Should a Researcher request to alter their project or their budget from their approved application they must have a good reason and provide solid justification on their form.
- Depending on the complexity of the request, it may need to go before the Research Committee for approval.

Transfer of Institution

- The Researcher/Research Office must organise the transfer of institution, this is not for the Research Program to do on their behalf.
- The new institution must be an NHMRC Administering Institution.
- Transfer of awards between institutions must be approved by the Heart Foundation and several conditions must be met, including, but not limited to:
 - o the new administering institution providing the facilities and services necessary for the efficient conduct of the award
 - o awardees must have an agreement to move the award from both institutions involved
 - o a new funding agreement must be signed by the new institution to which the award is being moved.
- For funding already paid by the Heart Foundation, it is the responsibility of the institutes to transfer the funds between one another.
- A new Research Funding Agreement will be prepared for the new institute. The funding agreement will only be for the funding still to be paid to the new institute. Therefore, if the researcher has been paid their full amount to their current institute the new funding agreement will be \$0

Termination of Award

- If a Researcher chooses to relinquish their award, they must provide a formal letter in writing via their Institution's RAO.
- The Administering Institution must notify the Heart Foundation within 30 days after the Administering Institution becomes aware or receives notice that the Awardee has relinquished their Award and will no longer be undertaking the Award Activity.
- Should the awardee choose to relinquish mid-way through a financial quarter, their payment should be pro-rated. For example, if they relinquish at the end of February, they should only receive funding for January and February of that year. If the full quarter has already been paid, then an invoice for the March portion of the quarter should be generated and sent to the Institution for reimbursement.
- A final progress report and financial acquittal will be required for all the years in which the award was held.

Change of Start Date

- Researchers are required to nominate a project start date on their applications. If they submit a request to alter this start date before the Funding Agreement being executed, the start date can simply be altered to the contract. If, however, the Funding Agreement has already been executed, then a formal Variation is required to supersede the Funding Agreement Annexure A.
- The start date must be at the start of a quarter on 1 January, 1 April, or 1 July.
- A request to defer a start date beyond six months will not normally be approved and may result in the termination of the Award.

Attachment 1 – Funding Agreement

Introduction

- A. The primary purpose of the Heart Foundation in funding research is to reduce premature death and suffering from heart, stroke, and blood vessel disease.
- B. In funding research, the Heart Foundation seeks to support significant advancements in our understanding of causes, diagnosis, treatment, management, and prevention of cardiovascular disease.
- C. The Heart Foundation employs a rigorous, transparent, and independent peer review process to assist in the selection of research award applications for funding.
- D. Research funded by the Heart Foundation might have public health, scientific or commercial value or result in inventions. The Heart Foundation recognises that the public benefits of the research developed through Heart Foundation support may be best accomplished through patenting, copyright, or licensing of such inventions.
- E. All research supported by the Heart Foundation must be undertaken according to the terms and conditions set out in this Agreement.
- F. The Administering Institution hosting the Award Activity is responsible for coordinating the research supported by any Heart Foundation Award and meeting the reporting and other requirements as set out in this Agreement.

It is agreed

1. Definitions and interpretation

1.1. In this Agreement, unless the contrary intention appears:

- (1) **Additional Funding** means funds identified in the initial research funding proposal required for the successful completion of the research supported by a Heart Foundation Award. This may include funds from other funding bodies, from the Administering Institution or other sources but excludes Partner and Co-funding;
- (2) **Administrative Costs** means any costs associated with the performance of the Award Activities by any one or more of the Administering Institution, its Personnel and the Specified Personnel but excluding such costs to the extent identified and specified as being funded by the Heart Foundation under this Agreement;
- (3) **Agreement** means this document together with any annexures and schedules attached to this document or referenced in this document;
- (4) **Application** means the funding application submitted to the Heart Foundation by the Administering Institution by reference to a Scheme;
- (5) **Approved Budget** means the Administering Institution's budget for the Award Activity as approved by the Heart Foundation in the Award Plan;
- (6) **Australian Accounting Standards** refers to the standards of that name, as amended from time to time, that are maintained by the Australian Accounting Standards Board and referred to in section 226 of the Australian Securities and Investments Commission Act 2001 (Cth);
- (7) **Australian Privacy Principles** means the Australian Privacy Principles in the Privacy Act 1988 (Cth);
- (8) **Award** means the award of research funding by the Heart Foundation under the Scheme specified in the Application;
- (9) **Award Activity** means research and necessary ancillary activity conducted by the Administering Institution in connection with the Award;
- (10) **Award IP** means any Intellectual Property intentionally or accidentally developed during or arising because of conducting the Award Activity, including copyright in any Reports, and any results of the Award Activity;
- (11) **Award Material** means all material created, provided or required to be provided as part of, or for the purposes of the Award Activity, and includes any documents, equipment, information, or data stored by any means and any material derived from such material by the Administering Institution.
- (12) **Award Period** means the time period calculable from the Award Plan commencement and completion dates;

- (13) **Award Plan** means the details of conduct of the Award Activity as specified in accordance with Annexure A;
- (14) **Awardee** means the person designated by the Administering Institution in the Application as having primary responsibility for the management of the conduct of Award Activity on behalf of the Administering Institution;
- (15) **Background IP** means Intellectual Property (excluding both Award IP and the name, logo, or other identifying mark of each of the Parties) that is in existence at the commencement of the Award Period, or comes into existence during the Award Period, and which is made available by a Party for use, reproduction, or other exploitation in connection with the Award Activity, whether by specification in that Party's application as nominated 'Background IP' or otherwise;
- (16) **Business Day** means a day that is not a Saturday, Sunday, public holiday, or any other day on which the Heart Foundation is closed for business to the public;
- (17) **CEO** means the position of Chief Executive Officer or equivalent, or the CEO's nominee, and includes a person acting in such position;
- (18) **Change of Control** means, in relation to an Administering Institution:
- (a) a change in its actual or beneficial ownership or control; and/or
 - (b) a change in the composition of its governing body that has the effect of reducing the Administering Institution's legal or financial independence;
- (19) **Chief Financial Officer** means the person with principal responsibility for accounting and financial management within the Administering Institution, or another person nominated by the Administering Institution who is a qualified public accountant and member of one of the following organisations: CPA Australia, the Institute of Chartered Accountants, or the National Institute of Accountants;
- (20) **Co-funding** means funding specifically contributed by an external party to the Heart Foundation to support research pursuant to an agreement for award funding. If applicable, the Co-funding body and any additional terms and conditions associated with this funding are identified in the Award Plan. For the avoidance of doubt, co-funding does not include a donation;
- (21) **Commercialisation Costs** means costs incurred by the Administering Institution during the protection, maintenance and enforcement of the Notified IP and the Commercialisation of the Notified IP being:
- (a) legal fees and cost incurred for external attorneys for filing and prosecution of patents, trademarks or other registered rights, maintenance, defence and enforcement;
 - (b) fees and costs incurred for external expert advice (including but not limited to legal, tax, business or Commercialisation);
 - (c) revenue shares agreed to be disbursed to external organisations involved in the creation of the Notified IP;
 - (d) royalties or other payments for licences required to Commercialise the Notified IP;
 - (e) revenue shares required to be distributed under Administering Institution policy sharing arrangements, and
 - (f) all taxes paid and payable by the Administering Institution in respect of Commercialisation of the Notified IP;
- (22) **Commercialise** means in relation to Intellectual Property, to do or seek to do any one or more of the following:
- a) manufacture, sell, hire, or otherwise exploit a product or process embodying or utilising the Intellectual Property;
 - b) provide a service incorporating that Intellectual Property;
 - c) license any third party to do any of those things identified at clause 1.1(22)(a) or 1.1(22)(b); or
 - d) otherwise license or assign that Intellectual Property, with the intention of generating revenue and includes any necessary preparatory acts such as seeking to register or obtain grant of that Intellectual Property (and Commercialised and Commercialisation shall take cognate meanings);
- (23) **Confidential Information** means information that:
- a) is by nature confidential;
 - b) is designated by a party as confidential;

- c) the other party knows or ought to know is confidential, but does not include information which:
 - d) is or becomes public knowledge other than by breach of this Agreement or any other confidentiality obligations; or
 - e) has been independently developed or acquired by the other Party as established by written evidence;
- (24) **Conflict of Interest** refers to a current or potential conflict of interest, such as vested private or financial interests, which may affect or influence the Administering Institution in performing the Award Activity fairly and independently;
- (25) **Financial Acquittal** means a statement of receipts and expenditure as specified in Clauses 7.4 and 7.5;
- (26) **GST** means the Goods and Services Tax payable under GST Law;
- (27) **GST Law** means the same as in A New Tax System (Goods and Services Tax) Act 1999 (Cth);
- (28) **Heart Foundation Material** means any material, except for Award Material, provided by the Heart Foundation to the Administering Institution for the purposes of this Agreement, or derived at any time from such material;
- (29) **Institutional Approvals** means the statements of compliance and ethics clearances specified at clause 26;
- (30) **Intellectual Property** or IPR or IP means:
- a) all copyright and neighbouring rights; and
 - b) all rights in relation to inventions (including patent rights), plant varieties, trademarks (whether registered or unregistered), designs and circuit layouts and all other rights resulting from intellectual activity in the industrial, scientific, literary, or artistic fields
- but excludes Moral Rights and rights in relation to Confidential Information;
- (31) **Law** includes any requirement of any statute, law, rule, regulation, proclamation, order in council, ordinance, by-law, or statutory instrument (including but not limited to orders, directions, guidelines, or standards with legislative force) relevant to this Agreement;
- (32) **Moral Rights** means the right of integrity of authorship, the right of attribution of authorship and the right not to have authorship falsely attributed, more particularly as conferred by the Copyright Act 1968 (Cth), and rights of a similar nature of anywhere in the world;
- (33) **Net Proceeds** means all financial proceeds received by the Administering Institution in connection with the Notified IP less Commercialisation Costs;
- (34) **New Institution** means another institution or body to which Specified Personnel elect(s) to move, provided the Specified Personnel is/are intending to continue with the Award Activity (or part of the Award Activity) at that other institution or body;
- (35) **NHMRC** means the National Health and Medical Research Council.
- (36) **Parties** means the parties to this Agreement;
- (37) **Partner Funding** means funding specifically contributed to the NHMRC by the Heart Foundation to support research pursuant to an agreement for award funding. If applicable, the NHMRC and any additional terms and conditions associated with this funding are identified in the Award Plan;
- (38) **Personal Information** means Personal Information as defined in the Privacy Act 1988 (Cth);
- (39) **Personnel** means a Party's directors, officers, employees, advisers, contractors, agents, and representatives together with, in relation to the Administering Institution, any other individuals involved in the management or conduct of the Award Activity;
- (40) **Privacy Act** means the Privacy Act 1988 (Cth) and any guidelines issued by the Australian Privacy Commissioner under the Privacy Act;
- (41) **Progress Report** is defined in clause 7.6;
- (42) **Reports** mean those reports required, produced, or created as specified in clause 7;
- (43) **Responsible Officer** means the officer nominated by the Administering Institution as its contact person for the purpose of this Agreement;
- (44) **Salary Support Package** means a specified component of an Award put towards the salary costs of the Administering Institution in respect of any one or more of an Awardee, the Administering Institution's Specified Personnel, and the Administering Institution's Personnel;
- (45) **Scheme** means any funding scheme administered by the Heart Foundation, excluding a Partnership Engagement Grant or Collaboration and Exchange Award;

- (46) **Scholarship Scheme** means a Scheme that provides support for a student to further their education and which is specified as such by the Heart Foundation in the Application;
 - (47) **Special Conditions** means the special conditions applicable to a Scheme as described in Annexure B;
 - (48) **Specified Personnel** means in relation to the Administering Institution, the Awardee and any other individuals specified in the Award Plan as conducting any part of the Award Activity;
 - (49) **Tobacco Policy** means the policy set out at Annexure C; and
 - (50) **Transfer Application** means an application made to the Heart Foundation (in the form required by the Heart Foundation) by the Administering Institution for approval to transfer the whole or part of the Award, as applicable, to a New Institution;
- 1.2. Except where the context otherwise requires:
- (1) words importing a gender include any other gender;
 - (2) words in the singular number include the plural and words in the plural number include the singular;
 - (3) clause headings are for convenient reference only and have no effect in limiting or extending the meaning of the provisions to which they refer;
 - (4) where any word or phrase is given a defined meaning, any other form of that word or phrase has a corresponding meaning;
 - (5) “including” and similar expressions are not words of limitation;
 - (6) a reference to a person or body includes a partnership and a body corporate or body politic; and
 - (7) any reference to legislation or regulations includes legislation or regulations amending or replacing earlier legislation or regulations.
- 1.3. Where the context so admits, a reference to the Administering Institution includes its Personnel.
- 1.4. This Agreement may be executed in any number of counterparts. All such counterparts taken together shall be deemed to constitute one and the same Agreement.
- 1.5. Where any conflict arises between the terms and conditions contained in the clauses of this Agreement and any annexure to this Agreement, schedule to this Agreement or other document referenced in this Agreement, the documents take precedence in the following order (with most significant first and least last):
- (1) the Special Conditions per Annexure B;
 - (2) the Award Plan per Annexure A;
 - (3) the terms and conditions contained in the clauses of this Agreement.
- 1.6. Where the Administering Institution consists of more than one person, those persons agree to be jointly and severally bound by the terms of this Agreement.
- 1.7. The laws of the State of Victoria apply to this Agreement.
- 1.8. This Agreement comprises the entire agreement between the parties in relation to its subject matter.
- 1.9. If a party does not exercise (or delays in exercising) any of its rights under this Agreement or at law, that failure or delay does not operate as a waiver of those rights.
- 1.10. A single or partial exercise by a party of any of its rights under this Agreement or at law does not prevent the further exercise of any right.
- 1.11. If a court or tribunal says any provision of this Agreement has no effect or interprets a provision to reduce an obligation or right, this does not invalidate any other provision.
- 1.12. An uncertainty or ambiguity in the meaning of a provision of this Agreement will not be interpreted against a party just because that party prepared the provision.

2. Term

- 2.1 This Agreement commences on the commencement of the Award Period and expires on the conclusion date of the Award Period as set out in the Award Plan, subject to any extensions agreed between the Parties, unless terminated earlier in accordance with this Agreement.
- 2.2 If an Administering Institution wishes to extend an Award Period, the Administering Institution’s Responsible Officer must submit a written request to the Heart Foundation, at least three months prior to the existing completion date for that Award Period, explaining the special circumstances requiring the extension. However, in connection with a Scholarship Scheme, the Heart Foundation will only consider additional funding for a further period not exceeding six months.
- 2.3 Notwithstanding any other provision of this Agreement, the Administering Institution must ensure that:
- (51) the Administering Institution;

- (52) the Awardee;
- (53) the Specified Personnel; and
- (54) any other individual or entity associated with any of the above and having any involvement with the Award Activity (collectively, the **Covered Persons**)

fully comply with the Tobacco Policy.

- 2.4 Notwithstanding any other provision of this Agreement, the Administering Institution acknowledges that if any one or more Covered Persons do not comply with the Tobacco Policy, this Agreement (together with all Awards made under it) may be terminated immediately and without notice.

3. Performance of the Award Activity

3.1 The Administering Institution must:

- (1) Only conduct that Award Activity approved in writing by the Heart Foundation in response to the corresponding Application and otherwise act in accordance with the Agreement;
- (2) conduct most of the Award Activity in Australia and expend no less than 80% of the Award in Australia (unless prior written permission to do otherwise has been obtained from the Heart Foundation's Research Program);
- (3) conduct the Award Activity in a diligent manner and to a high professional standard consistent with best Australian research and academic practice;
- (4) do all things necessary or desirable to complete the Award Activity within the Award Period;
- (5) endeavour in good faith to achieve the deliverables by their due date;
- (6) notify the Heart Foundation as soon as it is practicable of any expected or actual delay or suspension in the progress of the Award Activity;
- (7) except as otherwise expressly provided in this Agreement, provide at its own expense all personnel, equipment, facilities, services, and premises necessary for the efficient conduct of the Award Activity;
- (8) ensure that all relevant licences, permits, consents and approvals (including Institutional Approvals) are obtained and maintained as required for the duration of the Award (and promptly evidence the same upon written request from the Heart Foundation);
- (9) take all reasonable steps to ensure that the Awardee and the Specified Personnel put the Administering Institution in a position to comply with its obligations under this Agreement;
- (10) comply with all applicable laws in carrying out any Award Activity;
- (11) notify the Heart Foundation within 30 days after the Administering Institution becomes aware or receives notice that the Awardee has relinquished their Award and will no longer be undertaking the Award Activity;
- (12) ensure that an Award Activity commences no later than the commencement date specified in Annexure A for that Award unless the Heart Foundation has given its prior written approval to a deferral of that commencement date. If the Administering Institution wishes to defer commencement of an Award beyond the commencement date, the Administering Institution's Responsible Officer must submit a written request to the Heart Foundation as soon as possible after becoming aware of the delay or expected delay, explaining the special circumstances requiring the deferral prior to the commencement date. Any request for deferral beyond six months from the commencement date will not normally be approved and may result in the termination of the Award pursuant to clause 19.
- (13) ensure that all Administrative Costs required to support the Award Activity are met promptly and in full, or if a Salary Support Package is specified in the Approved Budget, are met promptly for all those Administrative Costs beyond those expressly covered by that Salary Support Package;
- (14) without derogating from the obligation in clause 3.1(13), ensure that the cost of the Specified Personnel's salary and other entitlements or conditions of service is met by the Administering Institution to the extent such cost exceeds the amount of the Salary Support Package specified in Approved Budget (if any); and
- (15) without derogating from the obligations in clauses 3.1(13) and 3.1(14), ensure that the Specified Personnel who are employed full-time on an Award Activity, and in respect of whom a Salary Support Package is provided for that Award Activity, do not accept any remuneration from any source other than the Administering Institution in respect of work on the Award Activity without the prior written consent of the Heart Foundation (which consent will not be unreasonably withheld) or

unless otherwise permitted by the Special Conditions. In this clause 3.1(15), 'remuneration' excludes any income generated from the Commercialisation of Award Intellectual Property.

- 3.2 The Administering Institution warrants to the Heart Foundation that it has in place, and maintains, the following:
- (1) a security policy and procedures to a sufficiently high standard to prevent and protect against unauthorised access to all locations at which the Award Activity, or any part of it, will be carried out; and
 - (2) an appropriate security policy and procedures to protect all information technology hardware and software associated with the Award Activity or any part of it; and
 - (3) a security policy and procedures to a sufficiently high standard to prevent and protect against unauthorised access to documents, including laboratory notebooks and the like, computers, and details of experiments.
- 3.3 For the purposes of:
- (1) inspecting the premises;
 - (2) observing procedures; and
 - (3) doing all things necessary to assess whether the Administering Institution is complying with appropriate security arrangements in respect of this Agreement,
- the Heart Foundation may, upon giving the Administering Institution reasonable notice, enter (during business hours) any premises owned or occupied by the Administering Institution, in which the Award Activity is being conducted or material related to the Award Activity is being stored. Where any such entry and inspection occurs, the Administering Institution may arrange for persons authorised by the Administering Institution to accompany the Heart Foundation representative. The Heart Foundation agrees that it will comply with any reasonable directions of the Administering Institution whilst on the premises.
- 3.4 The Administering Institution will make its own arrangements with third parties as to the rights and obligations of Personnel involved in the Award Activity but not Parties to this Agreement. However, such arrangements must not be inconsistent with this Agreement. The Heart Foundation is under no obligation to assist, participate or facilitate these arrangements including any arrangements between the Administering Institution and third parties in relation to Intellectual Property rights, rights in relation to data, financial management, ethics, and co-operative research arrangements.

4. Funding, Partner and Co-funding

- 4.1 The Administering Institution must issue an invoice to the Heart Foundation during the first month of each quarter. If the Administering Institution cannot provide the invoice during this time, it must:
- (1) provide written notice to the Heart Foundation to explain why it has delayed issuing the invoice; and
 - (2) issue the invoice by the last day of the last month of that quarter.
- 4.2 Subject to the Administering Institution complying with this Agreement on an ongoing basis, the Heart Foundation will pay the Award to the Administering Institution in accordance with the Award Plan.
- 4.3 Unless otherwise specified in the Award Plan, payment of the Award will be made quarterly in respect of all Approved Budget components conditional on all the requirements specified in the Award Plan being met.
- 4.4 The sum of all amounts to be contributed by the Heart Foundation for the Award Activities shall not, without the prior written agreement of the Heart Foundation, exceed the Award.
- 4.5 The Award is made available for the Award Activity only and is not transferable to other awards or activities.
- 4.6 Where any Institutional Approval necessary for the Award Activity is withdrawn or not renewed during the Award Period, the Administering Institution must notify the Heart Foundation as soon as practicable or in any event within 1 month after the withdrawal or expiration of the Institutional Approval. The Heart Foundation may, in its absolute discretion, terminate the Agreement or suspend the payment of the Award until the Award Activity can be resumed pursuant to clause 19.
- 4.7 If there is any delay or suspension, or an expectation or anticipation of a delay or suspension in the progress of any Award Activity, the Administering Institution must notify the Heart Foundation as soon as possible after becoming aware of the delay or expected delay. The Administering Institution must request and obtain the Heart Foundation's written approval for the continuation of the Award Activity. Delays

beyond 6 months are unlikely to be approved and may result in termination of the Agreement pursuant to clause 19.

- 4.8 In the event of a delay or expected delay to the commencement or progress of the Award Activity, the Heart Foundation may suspend, reduce, or terminate payment of the Award for that Award Activity or terminate this Agreement pursuant to clause 19. In the event of the suspension, reduction or termination of the Award, the Administering Institution's obligation to carry out the Award Activity thereafter abates proportionately to the suspension, reduction or termination of the Award but, for the avoidance of doubt, such abatement is without prejudice to any rights or remedies the Heart Foundation has in relation to the relevant suspension, reduction or termination of the Award (whether under this Agreement or otherwise) and the Heart Foundation is not precluded from terminating this Agreement pursuant to clause 19 if first electing to suspend or reduce payment of the Award for that Award Activity. Pursuant to clause 20, the Heart Foundation may recover any portion of the Award not expended in accordance with this Agreement.
- 4.9 If Additional Funding has been identified in the Approved Budget or specified in the Application, and that Additional Funding is essential to the feasibility of conducting the Award Activity, the Administering Institution must notify the Heart Foundation as soon as practicable if the Additional Funding is reduced or terminated prematurely or is likely to be reduced or terminated. If, in the reasonable opinion of the Heart Foundation, the reduction or termination of the Additional Funding would adversely affect the Administering Institution's ability to conduct the Award Activity, the Heart Foundation has the right to terminate the Agreement or reduce the scope of the relevant Award Activity pursuant to clause 19 upon giving at least 30 days' notice to the Administering Institution.
- 4.10 If Additional Funding from a third party has been identified in the Approved Budget, the Heart Foundation retains the right to correspond with the third party relating to the Award Activity.
- 4.11 The Administering Institution must identify any overpayments that it receives from the Heart Foundation in connection with the Award and must notify the Heart Foundation of that overpayment within 20 Business Days of identifying the overpayment. The Heart Foundation may recover the amount of any overpayment made by the Heart Foundation from the Administering Institution.
- 4.12 The Heart Foundation may recover from the Administering Institution any portion of the Award that has been provided for a particular purpose if the Heart Foundation considers (in its sole and binding determination but acting reasonably) that the Administering Institution is also receiving other financial assistance for that purpose.
- 4.13 The Administering Institution is responsible for monitoring the expenditure of the Award. If at any time, a Responsible Officer for the Administering Institution considers that any portion of the Award is not being spent for the purpose of the Award Activity by the Administering Institution in accordance with this Agreement, the Administering Institution must inform the Heart Foundation immediately and, unless the Heart Foundation directs otherwise, take all action necessary either to cease or minimise further expenditure in relation to the Award Activity as the Heart Foundation may decide.

5. Use of Award

- 5.1 The Administering Institution shall use the Award only for the purpose of performing the Award Activity in accordance with the Approved Budget (including the Salary Support Package (if any)) as specified in the Award Plan.
- 5.2 Awardees shall adhere to the approved Award Plan. Any proposed alteration to the Award Plan (including any periods of extended leave) must be submitted in writing and in advance for approval by the Heart Foundation's Research Program.
- 5.3 The Administering Institution shall deposit all sums comprising or otherwise relating to the Award into a bank account controlled solely by the Administering Institution and keep proper accounts and records of its receipts and use of the Award.
- 5.4 The Administering Institution shall not use the Award for the purposes of expenditure on any Administrative Costs associated with the Award Activity except where use of a specified portion of the Award for Administration Costs is an expressly described component of the Approved Budget.
- 5.5 The Administering Institution shall only use the Award during the Award Period.
- 5.6 For clarity, any expenditure incurred in respect of an Award Activity that exceeds the amount of Award funding approved for that Award Activity is the sole responsibility of the Administering Institution and the Heart Foundation will not pay or reimburse any such excess costs under any circumstances.

- 5.7 The Administering Institution shall only use the Award in the calendar year to which the corresponding funds have been allocated in the Approved Budget unless prior written approval to do otherwise has been obtained from the Heart Foundation's Research Program.
- 5.8 If the Approved Budget contains an item of equipment to the value of \$10,000 or more, then the Administering Institution must purchase that item of equipment or a substantially similar item of equipment that is required for conduct of the Award Activity. If the Administering Institution is unable to purchase the equipment, it must notify the Heart Foundation and the Heart Foundation may in such a case elect to suspend, reduce, or terminate payment of the Award or terminate the Agreement pursuant to clause 19.

6. Accountability

- 6.1 The Administering Institution must maintain proper books of account in relation to the Award. Such books of account must:
- (1) be kept complete and up to date;
 - (2) record all Award sums received and all Award sums used and expended;
 - (3) be kept in a manner that permits them to be conveniently and properly audited;
 - (4) be drawn up in accordance with any applicable Australian Accounting Standards; and
 - (5) relate only to the Award Activity.

7. Reporting

- 7.1 The Administering Institution must submit the Reports specified in the Award Plan in respect of each Award Activity by the dates and containing the information specified in the Award Plan. Each Report must be provided using the Heart Foundation pro-forma specified in the Award Plan (or any successor pro-forma) and made available from the Heart Foundation Research Program.
- 7.2 Each Report must be prepared and/or provided by the Specified Personnel.
- 7.3 The Administering Institution shall, upon written notice given by the Heart Foundation or otherwise as specified in the Award Plan, provide the Heart Foundation with the Administering Institution's independent annual audit report completed most recently in the preceding 12 months.
- 7.4 The Administering Institution shall, by 31 March of each year, or upon written notice given by the Heart Foundation, or otherwise as specified within the Award Plan provide a Financial Acquittal, relating to the previous calendar year, that complies with Australian Accounting Standards, in a form to be stipulated by the Heart Foundation. The acquittal must include a statement of income and expenditure for the Award sums received and expended by the Administering Institution for the entire Award Period (or a time specified by the Heart Foundation).
- 7.5 The Financial Acquittal provided by the Administering Institution under clause 7.4 shall be certified by the Chief Financial Officer or their delegate that the Award sums were expended in accordance with the Agreement.
- 7.6 The Administering Institution shall, by 31 March after the conclusion of the Award Period (or earlier upon written notice given by the Heart Foundation), provide the Heart Foundation with a written report (**Progress Report**) in the form required by the Heart Foundation in respect of the Award Activity.

8. Evaluation of Award Activity

- 8.1 The Administering Institution shall provide to the Heart Foundation such information relating to the Award Activity as the Heart Foundation may reasonably request for the purpose of auditing and evaluating the Award Activity.
- 8.2 The Administering Institution must:
- (1) after 14 days written notice from the Heart Foundation; and
 - (2) for up to 5 years after the completion of the Award,
- allow the Heart Foundation and any person authorised by the Heart Foundation in writing, reasonable access during normal business hours to inspect any matter or thing connected with the Award Activity and take copies of any of the Administering Institution's records and any other documentation and information in relation to the performance of this Agreement (including all books, accounts, receipts, printed and electronic material).
- 8.3 To the extent that information obtained by the Heart Foundation under this clause 8 is Confidential Information, the requirements of clause 12.1 apply except that the Heart Foundation may disclose

Confidential Information for the purposes of enforcing this Agreement or protecting the Heart Foundation's rights.

9. Award Material and Intellectual Property

- 9.1 Nothing in this Agreement alters the ownership of Background IP.
- 9.2 The Administering Institution must inform the Heart Foundation promptly in writing of the creation of any Award IP that the Administering Institution, acting in good faith, considers to have potential to be Commercialised (**Commercial IP**).
- 9.3 Within 14 days of notification of the creation of any Commercial IP notified pursuant to clause 9.2 (**Notified IP**), the Administering Institution must consult with the Heart Foundation as to whether or not to seek to Commercialise that Notified IP.
- 9.4 Provided that the Administering Institution has consulted in good faith with the Heart Foundation in accordance with clause 9.3, the Administering Institution may in its discretion determine whether or not to seek to Commercialise Notified IP.
- 9.5 Subject to the remainder of this clause 9, Award Material and Award IP (including Commercial IP) will be owned by and immediately vest in the Administering Institution upon creation.
- 9.6 The Administering Institution must, when communicating the research findings including Award IP in the public arena, act in good faith and take into consideration the Heart Foundation's interests in accordance with this Agreement.
- 9.7 If the Agreement is terminated under clauses 18 or 19 and the Heart Foundation is able to arrange (within 3 months of termination) another institution or individual researcher to carry out the Award Activity, the Administering Institution must do all necessary acts to grant to the other institution or individual researcher a non-exclusive, royalty free, non-transferable licence to use the Award IP existing as at the date of termination of this Agreement for the purpose of conducting the Award Activity.

10. Commercialisation of Intellectual Property

- 10.1 In any dealings with either the Background IP or the Award IP, the Administering Institution must not (and must not seek to) negotiate with or obtain any benefit from any organisations in the tobacco industry or persons connected with the tobacco industry.
- 10.2 The Administering Institution must inform the Heart Foundation promptly in writing if it determines that it will Commercialise Notified IP.
- 10.3 Within 14 days of receiving a notification from the Administering Institution issued pursuant to clause 10.2 the Heart Foundation will advise the Administering Institution in writing as to which one of the following financial arrangements will apply in relation to Commercialisation of the relevant Notified IP:
- (1) *All of the costs associated with Commercialising of the Commercial IP will be paid by the Administering Institution:* in this case, the Administering Institution will pay 10% of Net Proceeds to the Heart Foundation until such time as the Heart Foundation has received an amount equal to the amount of the Award provided under this Agreement multiplied by five (5) (such arrangement also to apply in default should the Heart Foundation fail to respond within the relevant 14 day period);
- or
- (2) *10% of the costs associated with Commercialising the Commercial IP will be paid by the Heart Foundation as and when the costs fall due and the remaining 90% of the Commercialisation Costs will be paid by the Administering Institution:* in this case, the Administering Institution will pay 10% of Net Proceeds to the Heart Foundation for so long as corresponding gross proceeds accrue.

11. Specified Acts

- 11.1 In this clause 11, Specified Acts means any acts or omissions by or on behalf of the Heart Foundation:
- (1) using, reproducing, adapting, or exploiting all or any part of the Award Material and Award IP, with or without attribution of authorship;
- (2) supplementing the Award Material and Award IP with any other material;
- (3) using the Award Material and Award IP in a different context to that originally envisaged;
- (4) but does not include false attribution of authorship.
- 11.2 The Administering Institution warrants to the Heart Foundation that the Administering Institution will use its best endeavours to obtain all necessary consents to ensure that the Administering Institution, the Heart

Foundation, and any person claiming under or through the Heart Foundation may carry out the Specified Acts in relation to the Award Material, all Award IP, and all Background IP and in doing so will not infringe any person's rights including moral rights.

11.3 Clause 11.2 does not apply to any Heart Foundation Material incorporated in the Award Material.

12. Confidentiality

12.1 A Party must not, and must not permit any of its Personnel, to disclose any Confidential Information provided by another Party in connection with this Agreement to any person (other than to those of its Personnel 'needing to know' to the extent necessary for the performance of obligations under this Agreement or its professional advisers) or except as required by law without the prior written consent of that other Party.

12.2 A Party must not, and must not permit any of its Personnel, to use Confidential Information provided by another Party in connection with this Agreement except in connection with the performance of obligations under this Agreement.

12.3 For the avoidance of doubt, the Heart Foundation will not be in breach of this clause 12 if it communicates about this Award Activity with the Partner or Co-funding body or as stipulated in clause 23.4.

12.4 A party must notify the other party within 14 days if it becomes aware of or suspects misuse or disclosure of Confidential Information.

13. Compliance with Principles, Policies and Procedures

13.1 Any Administering Institution receiving an Award from the Heart Foundation must have in place policies and relevant procedures relating to Intellectual Property management which:

- (1) ensure that Personnel are aware of their obligations and responsibilities to protect and manage Intellectual Property and Confidential Information; and
 - (2) set out the ownership and associated rights or assignment of Intellectual Property and require Specified Personnel and other Personnel performing work on an Award Activity to acknowledge any relevant Intellectual Property ownership and rights.
-

14. Equipment and Animals

14.1 Ownership of items of equipment and animals purchased with the Award shall vest and remain vested in the Administering Institution, except:

- (1) where and to the extent that the Award Plan specifically states that ownership vests in the Heart Foundation;
- (2) where and to the extent that the Heart Foundation transfers the benefit of the Award to a New Institution in accordance with clause 15; or
- (3) where the Agreement is terminated by the Heart Foundation pursuant to clause 19.

14.2 Where ownership of equipment purchased by or in the possession of the Administering Institution is vested in the Heart Foundation, the Administering Institution shall, during the Award Period, retain possession of the equipment, maintain it in good condition and return it at the completion of the relevant Award in the same condition in which it was received, fair wear and tear excepted.

14.3 The Administering Institution must not, without the prior written consent of the Heart Foundation, grant, or permit to arise, any security interest (including mortgages, charges or liens but excluding floating charges given in the ordinary course of business) over any equipment purchased with the Award, during the Award Period.

14.4 The Administering Institution must, at its own expense maintain all equipment in good condition for the Award Period and effect all necessary repairs.

14.5 Where this Agreement is terminated by the Heart Foundation pursuant to clause 19, the Heart Foundation may give such directions as the Heart Foundation in its absolute discretion thinks fit concerning the transfer of ownership of the equipment and animals purchased with the Award, and the Administering Institution shall bring into existence, sign, execute or otherwise deal with any document which may be necessary or desirable to transfer ownership in accordance with the Heart Foundation directions.

14.6 An item of equipment or animals purchased with the Award shall be used for the Award Activity and to that end, the Administering Institution shall ensure such use is subject to the control and supervision of the Awardee.

- 14.7 Any purchase by the Administering Institution of clinical electro-medical equipment must only be of a type acceptable to the relevant State or Territory biomedical engineering authority or health authority, and any modification to such equipment must meet the requirements of those authorities relating to equipment to be installed in hospitals.
- 14.8 The Administering Institution must list all items of equipment with a value of \$10,000 or more in an asset register, which must be available for inspection by the Heart Foundation upon reasonable notice.
- 14.9 The assets register must record the date of purchase, purchase price, description (including any identifying marks and numbers) and location of the items of equipment. The assets register must also record, where applicable, the details of the disposal of any items of equipment, including the sale price and the person to whom it was sold.

15. Mobility

- 15.1 If any Specified Personnel move to a New Institution before completion of this Award, then:
- (1) specific permission must be sought from the Heart Foundation to allow transfer of the Award (if required) to the New Institution; and
 - (2) where the Heart Foundation approves the Transfer Application in accordance with this clause 15, the Administering Institution shall bring into existence, sign, execute or otherwise deal with any document, which may be necessary or desirable to transfer ownership of the equipment and animals purchased with the Award to the New Institution. Transfer Applications should be made by the Administering Institution's Responsible Officer.
- 15.2 The Parties acknowledge that Specified Personnel may, at any time, make an application to their Administering Institution, so as to continue the Award and its Activities at a New Institution.
- 15.3 The Administering Institution will notify the Heart Foundation of the receipt of any Transfer Application. The Administering Institution may make submissions to the Heart Foundation in relation to such Transfer Application.
- 15.4 The Heart Foundation may, in its absolute discretion, approve the Transfer Application and may impose such conditions on that approval as the Heart Foundation thinks fit.
- 15.5 Notwithstanding any other provision of this Agreement, if the Heart Foundation approves a Transfer Application, the Heart Foundation may cease or reduce the Award to the Administering Institution by such amount as the Heart Foundation, in its sole and binding discretion, but acting reasonably, considers appropriate. The Heart Foundation shall not be liable to pay any costs or compensation to the Administering Institution resulting from any action by the Heart Foundation under this clause.
- 15.6 Notwithstanding any other provision of this Agreement, the Administering Institution will be entitled to retain any part of the Award, at the date of the approval of the Transfer Application, which it had already expended or committed to expend in the course of conducting the Activity and the Heart Foundation will not seek to vary the Award so as to result in the Administering Institution being required to repay or otherwise not be in receipt of such expended or committed funds.
- 15.7 The Administering Institution agrees to do all necessary things and sign all necessary documents to facilitate the making of a Transfer Application and to give effect to an approval by the Heart Foundation of the Transfer Application.
- 15.8 Subject to clause 15.6 the Administering Institution agrees to do all things reasonably required by the Heart Foundation to facilitate the smooth and orderly transfer of the management and operation of the Award to any other entity as directed by the Heart Foundation within the timeframe reasonably specified by the Heart Foundation, including the transfer of any unexpended Award funds remaining for the Award to the New Institution.

16. Acknowledgments and Publicity

- 16.1 The Administering Institution shall properly acknowledge the contribution of the Heart Foundation to the Award and its Activity in all relevant correspondence with third parties, public announcements, advertising material, research reports or other material produced by, on behalf of or through the Administering Institution in any manner relating to the Award.
- 16.2 Any published material must include the Heart Foundation Application number for the Award as identified in the Award Plan.
- 16.3 The Heart Foundation Logo file will be supplied to Administering Institute on request and must be used in accordance with the Heart Foundation - Brand at a Glance document. It is the responsibility of the

Administering Institution to advise the Heart Foundation each time the logo is intended to be used. Please contact the Heart Foundation Research Program to ensure current logo and accompanying documents are in use.

- 16.4 The Heart Foundation has absolute discretion to consent, impose terms and conditions to that consent or refuse to give consent to the proposed use of the Heart Foundation logo. However, consent will not be unreasonably withheld.
- 16.5 Where the Heart Foundation consents to any use of the Heart Foundation logo, all Intellectual Property rights in the logo remain with the Heart Foundation and no assignment or diminution of such Intellectual Property rights is to be inferred from any consent.
- 16.6 The Heart Foundation permits the Administering Institution to refer to the Heart Foundation's name in its research name in the form of a "supporter" of the research Institution for the Award Period. For example:
"The [insert institution name], Supported by the Heart Foundation."
- 16.7 Should the Administering Institution wish to refer to the Heart Foundation name in another way than that suggested in clause 16.6, the Administering Institution must seek the prior written consent of the Heart Foundation.
- 16.8 The Heart Foundation has absolute discretion to consent, impose terms and conditions to that consent or refuse to give consent to the proposed use of the Heart Foundation name. However, consent will not be unreasonably withheld.
- 16.9 The Administering Institution must promptly provide a copy of all publications that relate in any way to the Award to the Heart Foundation.
- 16.10 The Heart Foundation must not use the Administering Institution's name or logo without the prior written consent of the Administering Institution.
- 16.11 The Administering Institution has absolute discretion to consent, impose terms and conditions to that consent or refuse to give consent to the proposed use of the Administering Institution's name or logo. However, consent will not be unreasonably withheld.
- 16.12 Awardees are expected to make the results of their research available through the usual scientific channels. The support of the Heart Foundation must be acknowledged in any publications and/or media publicity arising from research supported by the Heart Foundation.
E.g.: "[Title] [Surname] was supported by a [Fellowship/Scholarship/Grant] ([Award Reference No.]) from the National Heart Foundation of Australia." Or 'This work was supported by a (Award Name) ([Award Reference No.]) from the National Heart Foundation of Australia.'
- One copy of any reprints or published paper shall be sent to the Heart Foundation Research Program.
- 16.13 Awardees and/or the Administering Institution are expected to involve the Heart Foundation in any publicity surrounding the research. Additionally, where a media release is planned, it is the responsibility of the Awardee to give the Heart Foundation Research Program notice in advance of the release, and to accommodate reasonable requests for the Heart Foundation's participation in the publicity.
- 16.14 Awardees may be called on to participate in other Heart Foundation activities, such as peer review, fundraising activities and/or presentations at donor events, or the preparation of promotional materials.

17. Specified Personnel and Other Personnel

- 17.1 The Administering Institution shall ensure that the Specified Personnel perform the activities specified in the Award Plan.
- 17.2 Where Specified Personnel are unable to perform, or to continue to perform, the activities in relation to an Award, the Administering Institution must notify the Heart Foundation within 30 days.
- 17.3 Where notice has been provided under clause 17.2 the Heart Foundation may request the Administering Institution provide, at no additional cost to the Heart Foundation, replacement personnel suitable to the Heart Foundation, to perform the activities in relation to the Award, within 30 days of that notice having been provided.
- 17.4 The Heart Foundation may request the Administering Institution to make available to the Heart Foundation, the services of Awardees for the purposes of reviewing or assessing applications made to the Heart Foundation during the Award Period, and the Administering Institution will use its best endeavours to facilitate compliance by the Awardee.
- 17.5 If:
 - (1) the Specified Personnel are unable to perform the activities in relation to the Award; or
 - (2) the Administering Institution otherwise does not comply with this clause,

the Heart Foundation may terminate this Agreement, whereupon the provisions of clause 19 shall apply.

18. Termination for Convenience

- 18.1 The Heart Foundation acting reasonably, may at any time by giving 60 days' written notice suspend or defer any payment of the Award sums, terminate this Agreement, or reduce the scope of an Award.
- 18.2 If the Heart Foundation gives notice under clause 18.1, the Heart Foundation shall be liable only for:
- (1) Award sums payable under this Agreement up to the effective date of termination or reduction in scope (including any acquitted or committed funds); and
 - (2) any reasonable costs incurred by the Administering Institution and directly attributable to the termination or reduction (excluding costs arising pursuant to the termination of an employment contract which exceed the equivalent of 4 weeks' salary) capped at a maximum amount of the remainder of the Award sums which have not yet been paid to the Administering Institution.
- 18.3 Upon:
- (1) receipt of notice under clause 18.1 and subject to clause 18.2, or
 - (2) any agreement reached between the parties to terminate the Agreement;
- the Administering Institution must:
- (3) stop work as specified in the notice;
 - (4) take all available steps to minimise loss resulting from that termination or reduction;
 - (5) in the case of reduction in the scope of the Award, continue work on any part of the Award Activity not affected by the notice; and
 - (6) immediately repay to the Heart Foundation so much of the Award not spent, acquitted, or committed to the satisfaction of the Heart Foundation as they relate to any part of the Award affected by the notice as at the date of the notice.
- 18.4 In the event of reduction in the scope of the Award, the Heart Foundation's obligation to pay Award sums shall abate proportionately to the reduction in the Award.
- 18.5 The Heart Foundation is not liable to pay any other amount in respect of a termination or reduction under this clause.

19. Termination and Suspension

- 19.1 Where:
- (1) the Heart Foundation is reasonably satisfied that any of the terms and conditions of this Agreement have not been complied with by the researchers involved in the Award Activity or the Administering Institution and the breach is either incapable of remedy or unremedied within 14 days of being provided written notice of the breach by the Heart Foundation;
 - (2) the Heart Foundation is reasonably satisfied that the terms of clause 3.1 have not been complied with by the Administering Institution and the breach is either incapable of remedy or unremedied within 14 days of being provided written notice of the breach by the Heart Foundation;
 - (3) the Heart Foundation is reasonably satisfied that any statement made in the Application to obtain the Award is incorrect or incomplete in a way which would have affected the original decision to approve the Award;
 - (4) the Heart Foundation is reasonably satisfied that the Awardee or Specified Personnel are, or have within 3 years prior to the commencement of this Agreement, engaged in research misconduct as defined by the *Australian Code for the Responsible Conduct of Research*;
 - (5) subject to the provisions of clause 19.2, the Administering Institution:
 - (a) has received a formal complaint, or has resolved to conduct or has commenced to conduct, an investigation into allegations of research misconduct by the Awardee or Specified Personnel; and
 - (b) has not informed the Heart Foundation within 14 days of receipt of the formal complaint, or of the resolution to commence the investigation or of the fact that an investigation has commenced;
 - (6) the Heart Foundation is not reasonably satisfied that the purposes and activities of the Administering Institution remain compatible with the objectives of the Award Activity;
 - (7) the Administering Institution in the reasonable opinion of the Heart Foundation, fails to adequately comply with its reporting obligations under clause 7;

- (8) the Heart Foundation has received insufficient funding in relation to the financial year in which payments are to be made under this Agreement;
 - (9) the Heart Foundation approves a Transfer Application;
 - (10) the Administering Institution is using the Award for purposes other than the Award Activity;
 - (11) any one or more of the Administering Institution, its Personnel or the Specified Personnel seeks or accepts any funding from the tobacco industry or persons connected with the tobacco industry; or
 - (12) a clause of this Agreement provides that this clause 19 applies,
- the Heart Foundation may, in its discretion, by written notice to the Administering Institution:
- (13) terminate this Agreement; or
 - (14) suspend or reduce payment of the Award, pending a review by the Heart Foundation of the future performance of the Award Activity.

19.2 For the purposes of clause 19.1(5):

- (1) the Administering Institution must have in place procedures for dealing with instances of suspected or alleged research misconduct which are consistent, as a minimum standard for the purposes of clause 19.1(5), with the *Australian Code for the Responsible Conduct of Research*;
- (2) where formal investigation of possible research misconduct is indicated, the Administering Institution must determine, having regard to the gravity of the suspected or alleged misconduct, whether an independent investigation by a third party is appropriate and must be able to provide justification for this decision if requested by the Heart Foundation;
- (3) the Heart Foundation reserves the right at its discretion, in any instance of suspected or alleged research misconduct notified to the Heart Foundation by the Administering Institution in accordance with clause 19.1(5), to discuss or consult with the Administering Institution as to the appropriate form of formal investigation;
- (4) the Heart Foundation reserves the right at its discretion, where an Administering Institution is conducting an investigation, whether preliminary or formal, to suspend Award funding to that Administering Institution, for the Award, pending the outcome of the investigation;
- (5) the Administering Institution must notify the Heart Foundation of the outcome of any preliminary or formal investigation, whether conducted internally or independently, and reasons for the decision within 10 days following the decision; and
- (6) the Administering Institution must, in all cases, conduct any investigation or enquiry in such a manner as to ensure that any person who is the subject of such an investigation or enquiry is afforded natural justice.

19.3 In this clause 19, 'research misconduct' includes research misconduct, misconduct, and scientific misconduct (as those terms are defined in the Australian Code for the Responsible Conduct of Research 2007, or in any replacement document), and includes (without limitation) failure to adhere to research proposals approved by either a Human Research Ethics Committee, Bioethics or Animal Ethics Committee.

19.4 Nothing in this clause 19 is intended to prevent the Heart Foundation from unilaterally suspending or withdrawing all Award funding to an Administering Institution in a situation where the Heart Foundation considers it appropriate having regard to all the circumstances.

19.5 Where the Heart Foundation terminates this Agreement under clause 19.1, the Heart Foundation shall not be obliged to pay to the Administering Institution any outstanding amount of the Award.

20. Recovery of Award

20.1 If at any time the Heart Foundation is reasonably satisfied that any part of the Award has been expended or committed by the Administering Institution other than in accordance with this Agreement, the Heart Foundation may recover that amount as a debt due to the Heart Foundation.

20.2 The Administering Institution must repay to the Heart Foundation any Award sums that have not been spent or legally committed for the Award Activity by the Administering Institution in accordance with this Agreement as at the completion of the Award Period. Any such amount must be repaid within 20 Business Days after the date of a Heart Foundation notice requiring the Administering Institution to repay those Award sums.

20.3 If the Administering Institution, after having been provided with notice by the Heart Foundation of failure to adequately comply with its reporting obligations under clause 7 and an opportunity to remedy this failure, in the reasonable opinion of the Heart Foundation, fails to adequately comply with its reporting

obligations under clause 7, the Heart Foundation may recover, as a debt due to the Heart Foundation, so much of the Award as the Heart Foundation considers reasonable, having regard to the decreased usefulness of the Award Activity to the Heart Foundation for:

- (1) analysis of the conduct and outcomes of the Award Activity; and
- (2) further policy initiatives,

and in this regard, the Administering Institution acknowledges that the reports to be provided pursuant to this Agreement provide substantial value to the Heart Foundation as a source of information for these purposes.

20.4 The Heart Foundation may, following the submission of any report, or following the time that the Financial Acquittal was due to be submitted under clause 7.4, whichever is the earlier, recover from the Administering Institution as a debt due to the Heart Foundation any part of the Award which:

- (1) the Heart Foundation is not reasonably satisfied has been expended in accordance with this Agreement; or
- (2) remains unexpended.

21. Indemnity

21.1 The Administering Institution shall indemnify, at all times, the Heart Foundation, its officers, employees, agents and sub-contractors (in this clause referred to as 'those indemnified') from and against all action, claims, demands, costs and expenses (including the cost of defending or settling any action, claim or demand) made, sustained, brought or prosecuted in any manner based upon, occasioned by, or attributable to any loss or damage to any person, or loss or damage to property which may arise from any claim, suit, demand, action or proceeding by any person against any of those indemnified where such loss or liability was directly caused by:

- (1) a wilful, unlawful, or negligent act or omission of the Administering Institution, its officers, employees, agents, or sub-contractors in connection with this Agreement; or
- (2) a warranty given by the Administering Institution under this Agreement being or subsequently becoming false.

21.2 The Administering Institution's liability to indemnify the Heart Foundation under clause 21.1 will reduce proportionately to the extent that any negligent or other tortious act or omission of, or breach of contract by, the Heart Foundation contributed to the relevant liability, loss or damage, or loss or expense.

21.3 The Administering Institution acknowledges that it participates in the Award Activity at its own risk and neither party will be liable to the other for any loss, damage, injury, disease, illness, or death sustained by any person or caused to any property.

22. Insurance

22.1 Unless the Heart Foundation otherwise agrees, the Administering Institution must, for so long as any obligations remain in connection with this Agreement:

- (1) effect and maintain workers' compensation insurance as required by law, public liability insurance and professional indemnity insurance policies (or equivalent) for appropriate amounts to cover all the obligations of the Administering Institution under this Agreement, including those which survive the expiration or termination of this Agreement; and
- (2) upon request, provide proof of insurance acceptable to the Heart Foundation.

22.2 All insurance under clause 22.1 is to be taken out with a reputable insurance company or provided by means of appropriate self-insurance to the extent permitted by law.

23. Use of Information

23.1 The Parties agree that:

- (1) the Heart Foundation; or
- (2) any third party specified in the Award Plan who has provided Partner or Co Funding and has obtained the prior written consent of the Heart Foundation,

has the right to use or publish any report provided by the Administering Institution under this Agreement, in whole or in part, as the Heart Foundation may determine in its absolute discretion.

- 23.2 If any agency or body of the Heart Foundation receives information from the Administering Institution in relation to the Award and its Activity, the Administering Institution consents to the provision by the agency or body of such information to the Heart Foundation.
- 23.3 The Administering Institution acknowledges that the Heart Foundation may be required to provide information in relation to this Award or this Agreement, as required by the operation of any law, judicial or parliamentary body or government agency.
- 23.4 Subject to clause 12, the Heart Foundation reserves the right to publicise and report on the awarding of Award to the Administering Institution. The Heart Foundation may do this by including general information about the Administering Institution, the Award, title, and a brief description of the Award Activity in media releases, general announcements about the Award and in annual reports. Any public announcements that refer to the name, logo, or other identifying marks of the Administering Institution, beyond the general information described in this clause, must be approved by the Administering Institution (such approval not to be unreasonably withheld).
- 23.5 The Administering Institution acknowledges that its performance of the Award Activity and any failure to comply with this Agreement, including, without limitation:
- (1) any failure to provide full and thorough reports pursuant to clause 7; or
 - (2) any careless use or misuse of the Award,
- may be taken into consideration by the Heart Foundation in any future Application by the Administering Institution for funding under any Scheme.

24. Negation of Employment, Partnership and Agency

- 24.1 The Administering Institution agrees not to represent itself, and to use its best endeavours to ensure that its officers, employees, agents, and sub-contractors do not represent themselves, as being an officer, employee, partner or agent of the Heart Foundation or the Heart Foundation, or as otherwise able to bind or represent the Heart Foundation.
- 24.2 The Administering Institution, its officers, employees, agents, and sub-contractors do not by virtue of this Agreement become an officer, employee, partner, or agent of the Heart Foundation, nor does the Administering Institution have any power or authority to bind or represent the Heart Foundation.

25. Compliance with Law

- 25.1 The Administering Institution shall ensure that in carrying out its functions and expending the Award, it complies with all Laws, whether in force now or during the Term, including:
- (1) the Privacy Act 1988 (Cth);
 - (2) the Do Not Call Register Act 2006 (Cth);
 - (3) the Spam Act 2003 (Cth);
 - (4) the Telecommunications Act 1997 (Cth);
 - (5) the Telecommunications (Telemarketing and Research Calls) Industry Standard 2017 (Cth);
 - (6) Research Involving Human Embryos Act 2002 (Cth);
 - (7) Prohibition of Human Cloning for Reproduction Act 2002 (Cth);
 - (8) Gene Technology Act 2000 (Cth);
 - (9) Crimes Act 1914 (Cth);
 - (10) Racial Discrimination Act 1975 (Cth);
 - (11) Sex Discrimination Act 1984 (Cth);
 - (12) Disability Discrimination Act 1992 (Cth);
 - (13) Workplace Gender Equality Act 2012 (Cth);
 - (14) Therapeutic Goods Act 1989 (Cth);
 - (15) National Health and Medical Research Council Act 1992 (Cth);
 - (16) "Australian Code for the Care and Use of Animals for Scientific Purposes 8th edition (2013)";
 - (17) "National Statement on Ethical Conduct in Human Research (2007) – updated July 2018";
 - (18) all those laws and regulations relating to employment terms and conditions;
 - (19) all laws and regulations relating to charitable fundraising, including lottery and gaming;
 - (20) all relevant industry codes of practice; and
 - (21) any other statute, law rule, regulation, proclamation, order in council, ordinance, by-law, or statutory instrument (including but not limited to orders, directions, guidelines, or standards with legislative force) relevant to the performance of the Services.

where relevant to this Agreement.

26. Warranties and Institutional Approvals

- 26.1 The Administering Institution warrants that it:
- (1) is a “National Health and Medical Research Council (**NHMRC**) Administering Institution;”
 - (2) is and will remain registered with the NHMRC for the duration of this Award; and
 - (3) has established administrative procedures for assuring sound scientific practice in accordance with the principles of the Australian Code for the Responsible Conduct of Research (2007).
- 26.2 The Administering Institution must ensure that the ethics clearances required for the Award Activity, as outlined in Award Plan and the Application are obtained and maintained for the duration of the Award.
- 26.3 The Administering Institution must ensure that the Award Activity is conducted in accordance with the principles outlined in all relevant NHMRC guidelines, codes, and statements.

27. Conflict of Interest

- 27.1 The Administering Institution warrants that, to the best of its knowledge, at the date of signing this Agreement no Conflict of Interest exists, has existed or is likely to arise in the performance of its obligations under this Agreement.
- 27.2 A Conflict of Interest will arise (but is not limited to) where the Administering Institution receives, or has received, on or after the date the Application is provided to the Heart Foundation, any type of funding from the tobacco industry or persons connected with the tobacco industry.
- 27.3 If a Conflict of Interest, arises, or is expected to arise, in respect of the Administering Institution, or an employee or agent of the Administering Institution, the Administering Institution must immediately notify the Heart Foundation in writing making full disclosure of all relevant information relating to that Conflict of Interest.
- 27.4 The Administering Institution must not permit any of its Personnel working on or in connection with the Award Activity to:
- (1) act as a consultant to any person who carries on or is involved in any capacity in an activity; or
 - (2) carry on or be involved in any capacity in an activity or business, which may adversely affect the Administering Institution’s ability to carry out the Award Activity in accordance with this Agreement.
- 27.5 If a Conflict of Interest is experienced by the Administering Institution, or an employee or agent of the Administering Institution, the Administering Institution must take such steps as the Heart Foundation may reasonably require resolving or otherwise manage that Conflict of Interest.
- 27.6 If the Administering Institution fails to notify the Heart Foundation under this clause 27 or is unable or unwilling to resolve or deal with the Conflict of Interest as required, the Heart Foundation may terminate this Agreement in accordance with clause 19, (Termination and Suspension).

28. Protection of Personal Information

- 28.1 This clause applies only where the Administering Institution deals with Personal Information when, and for the purpose of, conducting the Award Activity under this Agreement.
- 28.2 The Administering Institution agrees to be treated as a contracted service provider and agrees to:
- (1) use Personal Information held in connection with the performance of the Award Activity under this Agreement only for the purposes of fulfilling its obligations under this Agreement;
 - (2) not to do any act or engage in any practice which if done or engaged in by an agency, would be a breach of an APP;
 - (3) carry out and discharge the obligations contained in the APPs as if the Administering Institution were an agency;
 - (4) notify individuals whose Personal Information the Administering Institution holds, that complaints about the Administering Institution’s acts or practices may be investigated by the Australian Information Commissioner who has power to award compensation against the Administering Institution in appropriate circumstances;
 - (5) not to use or disclose Personal Information or engage in an act or practice that would breach an APP or an APP Code (APC), unless:
 - (a) in the case of section 16F - the use or disclosure is explicitly required under this Agreement; or

- (b) in the case of an APP or an APC - where the act or practice is explicitly required under this Agreement;
 - (6) comply with any request under section 95C of the Privacy Act (relating to disclosure of any provisions of this Agreement (if any) that are inconsistent with an APP or an APC binding on a party);
 - (7) immediately notify the Heart Foundation if the Administering Institution becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in, this clause 28 whether by the Administering Institution or its officers, employees, agents, or any sub-contractor;
 - (8) comply with the Privacy Act (to the extent that Act applies to the Administering Institution), including any guidelines issued by the Australian Privacy Commissioner and approved for the purposes of that Act;
 - (9) comply with any relevant privacy law of a State or Territory (to the extent that such law applies to the Administering Institution);
 - (10) comply with any directions, guidelines, determinations, or recommendations of the Privacy Commissioner to the extent that they are consistent with the requirements of this clause 28;
 - (11) ensure that any of the Administering Institution's employees, agents, officers, or volunteers who are required to deal with Personal Information for the purposes of this Agreement are made aware of the Administering Institution's obligations set out in this clause 28; and
 - (12) indemnify the Heart Foundation as the circumstances require, in respect of any loss, liability or expense suffered or incurred by the Heart Foundation, arising out of or in connection with a breach of the obligations of the Administering Institution under this clause 28 or any misuse of Personal Information by the Administering Institution or any disclosure by the Administering Institution in breach of an obligation or confidence, whether arising under the Privacy Act or otherwise.
- 28.3 The Administering Institution agrees to ensure that any sub-contract entered into for the purpose of fulfilling the Administering Institution's obligations under this Agreement imposes on the subcontractor the same obligations as the Administering Institution has under this clause 28, including the requirement in relation to subcontracts.
- 28.4 In this clause 28, the terms 'agency', Australian Privacy Principles Code, 'contracted service provider', 'Australian Privacy Principles' and 'sub-contract' and other grammatical forms of that word has the meaning given in the Privacy Act.

29. Dispute Resolution

- 29.1 If a dispute arises in connection with this Agreement, a party to the dispute must give to the other party or parties to the dispute notice specifying the dispute and requiring its resolution under this clause 29 (**Notice of Dispute**).
- 29.2 The CEO of each party must confer within 7 days after the Notice of Dispute is given to try to resolve the dispute.
- 29.3 If the dispute is not resolved within 14 days after the Notice of Dispute is given to the other party or parties (First Period), the dispute is by this clause submitted to mediation. The mediation must be conducted in Victoria. The Institute of Arbitrators and Mediators Australia Mediation and Conciliation Rules (at the date of this Agreement) as amended by this clause 29, apply to the mediation, except where they conflict with this clause 29.
- 29.4 If the parties have not agreed upon the mediator and the mediator's remuneration within 7 days after the First Period:
- (1) the mediator is the person appointed by; and
 - (2) the remuneration of the mediator is the amount or rate determined by;
- the Chair of the Victorian Chapter of the Institute of Arbitrators and Mediators Australia (**Principal Appointor**) or the Principal Appointor's nominee, acting on the request of any party to the dispute.
- 29.5 The parties must pay the mediator's remuneration in equal shares. Each party must pay its own costs of the mediation.
- 29.6 If the dispute is not resolved within 30 days after the appointment of the mediator (**Second Period**) or as otherwise extended by agreement between the parties, the dispute is by this clause referred to arbitration. The arbitration must be conducted in Victoria by a single arbitrator.

- 29.7 If the parties have not agreed upon the arbitrator within 7 days after the Second Period, the arbitrator is the person appointed by the Principal Appointor or the Principal Appointor's nominee, acting on the request of any party to the dispute.
- 29.8 After accepting the appointment and during the arbitration the arbitrator may:
- (1) require the parties to lodge security or further security towards the arbitrator's fees and expenses; and
 - (2) apply any security towards those fees and expenses;
- but the arbitrator may not direct a party to the dispute to provide security for the costs of the arbitration to be incurred by any other party.
- 29.9 Despite anything in this clause 29, a party at any time may commence court proceedings in relation to any dispute or claim arising under or in connection with this Agreement where that party seeks urgent interlocutory relief.
- 29.10 This clause 29 applies even where the Agreement is otherwise void or voidable.
- 29.11 Notwithstanding the existence of a dispute, each Party must continue to perform its obligations under this Agreement.

30. Notices

- 30.1 Any notice, request, or other communication to be given or served pursuant to this Agreement shall be in writing and addressed to the other party at the address provided in this Agreement or such other address as a party may notify the other party from time to time.
- 30.2 A notice, request or other communication will be deemed to be received:
- (1) if delivered by hand, upon delivery;
 - (2) if sent by pre-paid ordinary post within Australia, upon the expiration of 3 days after the date on which it was sent;
 - (3) if sent by facsimile, on the Business Day following the day of dispatch provided that the sender receives an OK code in respect of the transmission and is not notified by the receiver by close of business of the next Business Day following the day of dispatch that the transmission was illegible; or
 - (4) if transmitted electronically, upon receipt by the sender of an acknowledgment that the communication has been properly transmitted to the recipient.

31. Responsible Officer

- 31.1 The Administering Institution shall notify the Heart Foundation in writing of the name and title of the Responsible Officer. All correspondence and reports relating to the Award shall be made by or through the Responsible Officer or their nominee, and all documents signed by the Responsible Officer or their nominee shall be binding on the Administering Institution.
- 31.2 The Responsible Officer shall supply all necessary information reasonably requested by the Heart Foundation in relation to the purposes for which the Award are used.

32. Assignment and Other Encumbrances

- 32.1 The Administering Institution shall not without the written consent of the Heart Foundation assign, mortgage, charge or encumber this Agreement or any benefit, moneys, or rights (apart from Intellectual Property benefits or rights) obtained or to be obtained under this Agreement.

33. Electronic Transactions Act

- 33.1 The Parties agree to receive this Agreement and associated information by electronic means and to provide information by electronic means if requested and the Parties agree that any email versions of the signed and scanned contract or any electronic versions containing electronic signatures shall be binding as if the original or electronic copies had been signed by the Parties.

34. Variation

- 34.1 An amendment or variation to this Agreement is not effective unless it is in writing and signed by the parties.

35. CEO may Act

- 35.1 The Heart Foundation's CEO may exercise, on behalf of the Heart Foundation, any of the powers conferred upon the Heart Foundation by this Agreement.

36. Survival of Provisions

- 36.1 Each Party continues to be bound by the obligations under the following clauses and any other obligations which by their nature are intended to survive this Agreement:
- (1) 3.2(3) – Prevention of Unauthorised Access;
 - (2) 6 – Accountability of Award;
 - (3) 7 – Reporting;
 - (4) 8.1 – Evaluation of Award Activity;
 - (5) 9 – Award Activity Material and Intellectual Property;
 - (6) 10 – Commercialisation of Intellectual Property;
 - (7) 14.4 – Equipment and Animals;
 - (8) 16 – Acknowledgments;
 - (9) 20 – Recovery of Award;
 - (10) 21 – Indemnity;
 - (11) 22 – Insurance;
 - (12) 23 – Use of Information;
 - (13) 25 – Compliance with Law;
 - (14) 28 – Protection of Personal Information; and
 - (15) 31 – Responsible Officer.

37. Taxes, Duties and Charges

- 37.1 Except as provided by this clause 37, the Administering Institution must pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement.
- 37.2 The following terms have the meanings respectively given to them in the A New Tax System (Goods and Services Tax) Act 1999: consideration; GST; input tax credit; supply; taxable supply; and tax invoice.
- 37.3 Unless otherwise indicated, the fees and all other consideration for any supply made under this contract is exclusive of any GST imposed on the supply.
- 37.4 If one party (the supplier) makes a taxable supply to the other party (the recipient) under this Agreement, on receipt of a tax invoice from the supplier, the recipient must pay without setoff an additional amount to the supplier equal to the GST imposed on the supply in question.
- 37.5 No party may claim from the other party under this Agreement any amount for which the first party may claim an input tax credit.
- 37.6 Where the invoice relates to a taxable supply made under this Agreement, the invoice must comply with the requirements for a tax invoice, as defined in the GST Law.