

Research Agreement

Cancer Society of New Zealand Incorporated

[Organisation Name]

Table of contents

Parties 4

Background 4

Agreement 4

1 Definitions and interpretation 4

2 Term 6

3 Research project 6

4 Research personnel 7

5 Research Funding 8

6 Taxes 8

7 Reporting and audits 8

8 Equipment 9

9 Intellectual Property 9

10 Publication and publicity 10

11 Confidential information 11

12 Change requests and variations 12

13 Additional representations and warranties 13

14 Limitation of liability and indemnities 13

15 Termination 14

16 Delivery of Final Report and consequences of termination and the Completion Date 15

17 Dispute resolution 15

18 Force Majeure 16

19 Notices 16

20 General 16

Execution 17

Schedule 1 Research Agreement particulars 18

Schedule 2 Research Funding terms 19

Schedule 3 Annual Report Template 21

Schedule 4 Final Report Template 24

Schedule 5 CSNZ Branding Guidelines 27

Schedule 6 The Research Project 1

**Research Agreement**

# Parties

1. **Cancer Society of New Zealand Incorporated**, an Incorporated Society of Level 6, 39 The Terrace, Wellington, New Zealand (‘**CSNZ**’); and
2. **[Organisation Name]** of [Postal Address], [City], New Zealand (‘**Provider**’)

(together, the ‘**parties**’)

# Background

1. The Provider submitted an application for a research grant to CSNZ, including a research project proposal.
2. CSNZ, in consultation with CSNZ’s National Scientific Advisory Committee and CSNZ’s National Board, has agreed to contribute funding to the Provider to undertake the Research Project (as defined in clause 1.1).
3. The Provider has agreed to undertake the Research Project.
4. The parties are entering into this Agreement to record the terms and conditions to govern the performance, completion and outcomes of the Research Project.

# Agreement

1. Definitions and interpretation
	1. In this Agreement, unless the context requires otherwise:

‘**Agreement**’ means this Research Agreement including all schedules;

‘**Annual Report Template**’ means the annual report template at Schedule 3 or an alternative reporting template/form otherwise agreed between the parties;

‘**Commencement Date**’ means the date set out in Schedule 1;

‘**Commercialise**’ means in relation to Intellectual Property:

* + 1. to sell, hire, license, sublicense, joint venture or make any other similar arrangement with any third party (including any related companies) in relation to the Intellectual Property; and/or
		2. to use, manufacture, sell, or otherwise exploit a product or process, or provide a service, incorporating the Intellectual Property, so as to obtain revenue or moneys from such Intellectual Property

and ‘**Commercialisation**’ shall be similarly construed;

‘**Completion Date**’ means the completion date set out in Schedule 1;

‘**Confidential Information**’ has the meaning given to it in clause 11.1;

‘**CSNZ Branding Guidelines**’ means the branding guidelines set out in Schedule 5 or as otherwise advised by CSNZ from time to time;

‘**Deliverable(s)**’ means the deliverables set out in Schedule 1;

‘**Final Report**’ means the final report delivered by the Provider as part of the Deliverables to CSNZ, in the form of the Final Report Template;

‘**Final Report Template**’ means the final report template set out in Schedule 4 or an alternative reporting template/form otherwise agreed between the parties;

‘**Intellectual Property’** means all statutory and other proprietary rights in respect of patents, patent applications, inventions, designs, trade marks, business names, copyright works, know-how, trade secrets, plant varieties, layout designs, results, outcomes, conclusions, products, systems, genetic material, experimental methods, processes, databases, notes, drawings, records, memoranda and other writings, computer programmes (including source code), graphics and data (in whatever form or format), whether registrable or not in any country;

‘**New Intellectual Property**’ means all new Intellectual Property arising from the carrying out of the Research Project including:

* + 1. any new Intellectual Property in the Deliverables;
		2. any improvements to (or development of) Pre-existing Intellectual Property where such improvements arise out of the carrying out of the Research Project; and
		3. any improvements to the New Intellectual Property arising from the carrying out of the Research Project,

but otherwise excluding Pre-existing Intellectual Property and any third party Intellectual Property except as agreed by the parties;

‘**Personal Information**’ means personal information as defined in the New Zealand Privacy Act 1993;

‘**Pre-existing Intellectual Property**’ means all Intellectual Property that existed prior to the Commencement Date of this Agreement, and all Intellectual Property created independently of this Agreement;

‘**Principal Investigator(s)**’ means the principal investigator(s) set out at Schedule 1.

‘**Research Funding**’ means the research funding set out in Schedule 2;

‘**Research Project**’ means the research project set out in Schedule 6;

‘**Timetable**’ means the timeline for the delivery of the Deliverables set out in Schedule 1 or as otherwise agreed in writing between the parties;

‘**Underspent Research Funding**’ has the meaning given to it in Schedule 2 clause 4.2; and

‘**Working Day**’ means a day (other than Saturday,Sunday or a public holiday) which registered banks are open for business in the location of the Provider.

* 1. In this Agreement, unless the context requires otherwise:
		1. the singular in all cases includes the plural and vice versa;
		2. words importing a gender include any other gender;
		3. references to sections, clauses, or schedules are references to sections, clauses, or schedules in this Agreement unless expressly specified otherwise;
		4. references to the parties includes (insofar as is consistent with this Agreement) their respective personnel, approved agents, approved subcontractors, successors in title, and permitted assigns;
		5. headings are for convenience of reference only and shall not in any way affect the construction or interpretation of this Agreement;
		6. ‘includes’ and ‘including’ means includes/including without limitation; and
		7. references to monetary amounts are references to New Zealand dollars.
1. Term
	1. This Agreement shall commence on the Commencement Date and, subject to earlier termination in accordance with this Agreement, shall terminate on the Completion Date unless otherwise agreed between the parties in writing.
2. Research project
	1. The Provider agrees to perform and complete the Research Project in accordance with the terms of this Agreement, or as varied in writing between the parties.
	2. The Provider agrees that it will:
		1. commence the Research Project within 90 days from the Commencement Date;
		2. perform its obligations under this Agreement, deliver the Deliverables (in accordance with the agreed Timetable), and complete the Research Project competently, with all due skill and care;
		3. use the Research Funding strictly for the purposes of performing and completing the Research Project;
		4. make available to the Principal Investigator, and the Provider’s employees, agents, and subcontractors engaged in the Research Project, all basic facilities, including office and laboratory space and premises, necessary for performing and completing the Research Project at the Provider’s cost;
		5. at all times comply with all legislation, regulations, local authority requirements and bylaws, relevant codes of practice and industry guidance relating to the performance and completion of the Research Project, personnel, and the facilities and equipment used;
		6. without limiting the above provision, ensure, so far as is reasonably practicable, that the Research Project is undertaken in a safe manner including complying with all relevant health safety legislation, regulations, relevant codes of practice and industry guidance;
		7. ensure that all the necessary licenses, approvals, and consents (including all biosafety, regulatory, human and ethical consents) have been obtained;
		8. provide a copy of the ethical approval for the Research Project (if ethical approval is required for the Research Project), once obtained, to CSNZ;
		9. comply with all international standards relating to the use of animal and/or human subjects in the Research Project (if applicable);
		10. obtain the informed consent of each human subject involved in the Research Project prior to the subject’s participation (if applicable), and provide CSNZ with a copy of such consent on request by CSNZ;
		11. comply with the Privacy Act 1993, including with regard to the Personal Information of the Principal Investigator and each human subject involved in the Research Project (if any);
		12. have appropriate written policies and procedures in place, and comply with such policies and procedures, to ensure that consultation with Māori has occurred regarding the Research Project being responsive to the needs and diversity of Māori;
		13. avoid any actual or perceived conflicts of interest that will or are likely to prevent or prejudice its performance and completion of the Research Project;
		14. use its best endeavours to eliminate and mitigate the risk of scientific and research misconduct, including:
			1. having appropriate written policies and procedures in place, and comply with such policies and procedures, for the handling of allegations of scientific or research misconduct, and making those policies and procedures available to the CSNZ upon its request; and
			2. immediately notifying CSNZ at its earliest opportunity of any allegations of scientific or research misconduct connected or related in any way to the Research Project or the Research Funding, as well as the progress and outcome of any investigations related to such alleged scientific or research misconduct.
	3. The Provider must not subcontract any work or services to be performed in completing the Research Project or delivering the Deliverables without the prior written approval of CSNZ.
	4. The Provider will procure that the Principal Investigator and the Provider’s employees will, where feasible, respond positively and in a timely manner, to requests from CSNZ to peer review future research grant applications submitted to CSNZ.
3. Research personnel
	1. The Provider must ensure that the Research Project is always performed by the Principal Investigator and suitably trained and qualified personnel who have the requisite skills, expertise and training to perform the activities assigned to them.
	2. The Provider agrees and acknowledges that CSNZ is relying upon the skill, expertise and judgement of the Provider and its employees, subcontractors and agents (including the Principal Investigator) in relation to the performance and completion of the Research Project and the delivery of the Deliverables.
	3. The Provider agrees and acknowledges that the Principal Investigator and the Provider’s employees, agents, and subcontractors engaged in the Research Project must be engaged by the Provider on terms that are consistent (and do not contravene) the terms of this Agreement.
	4. The Provider must procure that the Principal Investigator consents to CSNZ receiving, storing, using and disclosing the Principal Investigator’s Personal Information (namely, their name, the University that they are employed by or contracted to, and any other information that the Provider provides to CSNZ) for the purposes of promoting, advertising, publishing, and publicising the Research Project, the findings and outcomes of the Research Project, and any other purposes contemplated by this Agreement or agreed between the parties from time to time, and the Provider shall provide CSNZ with a copy of such consent on request by CSNZ. CSNZ shall store, use, and disclose the Principal Investigator’s Personal Information in accordance with the Privacy Act 1993.
4. Research Funding
	1. Subject to clause 5.3, CSNZ has agreed to contribute towards the costs incurred by the Provider in performing and completing the Research Project up to the value of the Research Funding in accordance with the Research Funding terms set out at Schedule 2 and the terms of this Agreement. For the avoidance of doubt, no additional amounts shall be payable by CSNZ to the Provider.
	2. The Provider acknowledges and agrees that the Research Funding is the maximum amount that CSNZ will contribute towards the costs of the Research Project, and that CSNZ will not under any circumstances fund any shortfall between the Research Funding and the actual costs incurred in performing and completing the Research Project and delivering the Deliverables (whether caused by increased consumable costs, increased personnel costs, or otherwise), unless otherwise agreed in advance in writing by CSNZ
	3. The payment of Research Funding to the Provider is contingent on the Provider receiving, and providing to CSNZ a copy of, ethical approval for the Research Project and the CSNZ being satisfied (in CSNZ’s sole discretion) with such ethical approval (if ethical approval is required for the Research Project).
	4. The Provider must use the Research Funding in accordance with the terms of this Agreement and strictly for the purposes of performing and completing the Research Project.
5. Taxes
	1. The Research Funding is inclusive of any taxes, duties, fees or other charges including, without limitation, withholding taxes and other government charges but does not include goods and services tax payable under the New Zealand Goods and Services Tax Act 1985 (‘**GST**’). If applicable, the Provider may charge GST to CSNZ at the rate applicable at the time of supply subject to presentation of a valid GST invoice.
	2. CSNZ shall be entitled to deduct withholding tax (if any) required by law to be withheld from payments made to the Provider. In such event, CSNZ may present to the Provider withholding tax certificates in lieu of the payment up to the amount specified in the certificates.
6. Reporting and audits
	1. The Provider must maintain true and accurate records, including appropriate accounting records, of its use of the Research Funding, for at least seven years after the Completion Date or termination of this Agreement.
	2. The Provider will permit CSNZ (or its authorised representative), to inspect, investigate and audit the Provider’s records, accounts and statements of receipts and payments in relation to the Research Project and Research Funding at any time (including after the Completion Date or termination of this Agreement). An inspection, investigation or audit under this Agreement may be made by CSNZ or an authorised agent on behalf of CSNZ, at CSNZ’s cost. The Provider will comply with all reasonable requests made by, or on behalf of, CSNZ for data and information for the purposes of any inspection, investigation or audit.
	3. Where the Research Project (or any part of it) has been conducted by, or the Research Funding (or any part of it) has been spent by, the Provider’s subcontractors, representatives, or agents, the Provider must procure that CSNZ’s access and audit rights under clause 7.2 extend to the records, accounts and statements of receipts and payments of all such subcontractors, representatives, or agents (if any).
7. Equipment
	1. All materials, property, plant and equipment purchased by the Provider using the Research Funding (if any) shall be owned by the Provider (the ‘**Purchased Equipment**’).
	2. The Provider agrees that it will ensure that the Purchased Equipment is appropriately insured and maintained, at the Provider’s cost, at all times.
	3. To the maximum extent permitted by law, the parties agree that CSNZ shall not be liable for any loss or damage to, or any loss or damage caused by, the Purchased Equipment.
8. Intellectual Property
	1. All Pre-existing Intellectual Property shall remain the property of the party owning such Pre-existing Intellectual Property.
	2. Unless otherwise agreed in writing, all New Intellectual Property shall be owned by the Provider upon creation, subject to the restrictions regarding the use and transfer of New Intellectual Property as set out in this Agreement.
	3. The Provider must ensure that the Principal Investigator and the Provider’s employees, agents, and subcontractors engaged in the Research Project enter into legally binding agreements that confirm the Provider’s title to all New Intellectual Property upon creation in accordance with clause 9.2.
	4. The Provider must have policies and procedures in place, and comply with such policies and procedures at the Provider’s cost, regarding the identification, registration, protection, management, Commercialisation, and enforcement of New Intellectual Property.
	5. Any Commercialisation of the New Intellectual Property by the Provider (including using or incorporating third party Intellectual Property in order to commercialise the New Intellectual Property or Deliverables) must be directed towards maximising impact on health outcomes for the benefit of New Zealand and in particular, reducing the incidence and impact of cancer.  The Provider must not use or Commercialise New Intellectual Property in partnership with or for the benefit of the tobacco industry or any other industry as identified and notified by CSNZ from time to time.
	6. The Provider acknowledges and agrees that it must not sell, assign, transfer, or otherwise dispose of its rights, title and interest in the New Intellectual Property or Deliverables in any format, except:
		1. as agreed in writing by CSNZ; or
		2. in accordance with the terms of this Agreement; or
		3. to CSNZ (or a nominee) for the fee of $1.00 payable by CSNZ on demand in the event that no steps to commercialise the New Intellectual Property or Deliverables have been taken for a period of 24 months or longer from the Completion Date; and

the parties agree that they will, at their own cost, sign all documents and do all things necessary to effect such assignments or transfers.

* 1. The Provider acknowledges and agrees that no third party Intellectual Property may be incorporated into or be required in order to Commercialise any:
		1. New Intellectual Property;
		2. Deliverable; or
		3. Pre-existing Intellectual Property that is incorporated into or would be required in order to Commercialise any New Intellectual Property,

unless the Provider has granted CSNZ (or obtained for CSNZ) all necessary licences to use such third party Intellectual Property in accordance with this Agreement (including as contemplated by clause 9.9) in each instance.

* 1. Where the Provider incorporates any third party Intellectual Property into any New Intellectual Property, Deliverable, or Pre-existing Intellectual Property that is incorporated into or would be required in order to Commercialise any New Intellectual Property, the Provider warrants that it has obtained all necessary licences from third parties for CSNZ to use the third party Intellectual Property in accordance with this Agreement.
	2. Subject to Clause 11, the Provider hereby grants to CSNZ an irrevocable, non-exclusive, sub-licensable, royalty free, worldwide, perpetual licence (including a right to sub-license) to reproduce, publish, modify, and otherwise freely use for research purposes the New Intellectual Property, the Deliverables, and the Provider’s Pre-existing Intellectual Property (to the extent that it is incorporated into and required to use the Deliverables and New Intellectual Property). For the avoidance of doubt, this licence shall survive the Completion Date and termination of this Agreement.
	3. The Provider acknowledges and agrees that all information and materials received by CSNZ in relation to the Research Project, the findings and outcomes of the Research Project, and the Research Funding, may be promoted, advertised, published, disclosed, publicised, and otherwise used by CSNZ (and its divisions, representatives and nominees), including for the purposes of fundraising, publicity, public and community education and engagement, health practitioner education, policy advice, lobbying activities, knowledge-sharing, training, managing the performance of the Research Funding and carrying out audits and evaluations, and general business process reviews.
	4. Subject to clause 11, the Provider acknowledges and agrees that all information and materials received by CSNZ in relation to the Research Project, the findings and outcomes of the Research Project, and the Research Funding, may be disclosed by CSNZ to its divisions, representatives and nominees, other research providers, educational institutions, external peer reviewers, experts and other appointees, government and relevant regulatory authorities, higher education funding councils, and other research organisations or funding bodies.
	5. CSNZ hereby grants the Provider a worldwide, royalty free, non-exclusive, non-transferable, non-sublicensable, revocable licence to use the CSNZ Branding strictly for the purposes of promoting, advertising, publishing, or otherwise publicising the Research Project and the findings and outcomes of the Research Project in accordance with clause 10.3.
1. Publication and publicity
	1. The parties agree that the Provider may make comments in the media (including any electronic media) in relation to the Research Project, and the findings and outcomes of the Research Project, provided that:
		1. the Provider notifies and consults with CSNZ regarding such comments in the media (including any electronic media) at least 2 Working Days prior to making such comments; and
		2. the Provider procures that all such comments in the media (including any electronic media) contain, or be accompanied by, an acknowledgement of CSNZ’s support in the form: “This research was supported by a grant from the Cancer Society of New Zealand”.
	2. The Provider agrees that it will use its best endeavours to provide to CSNZ an electronic copy of each article in the media (including any electronic media) regarding the Provider’s comments in relation to the Research Project, and the findings and outcomes of the Research Project.
	3. The parties agree that the Provider may promote, advertise, publish, or otherwise publicise the Research Project and the findings and outcomes of the Research Project, provided that the Provider procures that all such promotions, advertising, publications, and publicity (including for the avoidance of doubt all oral or written reports, posters, presentations and information on websites):
		1. contain an acknowledgement of CSNZ’s support in the form: “This research was supported by a grant from the Cancer Society of New Zealand”; and
		2. contain the CSNZ Branding, and such CSNZ Branding must be used in a manner that is consistent with the licence granted to the Provider under clause 9.12 and the CSNZ Branding Guidelines.
	4. The Provider agrees that, upon reasonable request and notice by CSNZ and subject to the availability of funding for travel and accommodation and the availability of representatives of the Provider, it will procure representative(s) from the Provider to attend and/or speak at events and promote CSNZ and its charitable aims, and procure consent from such representative(s) to the use of their image and likeness in CSNZ promotions, advertising, publications, and publicity, including after the termination of this Agreement.
2. Confidential information
	1. Each party shall keep absolutely secret and confidential at all times all confidential information of the other party of which it, its employees, subcontractors or agents, and the Principal Investigator may become aware relating to the business of the other party or its clients (‘**Confidential Information**’) and shall not use, communicate, cause to be communicated, copy, make available or otherwise resupply any Confidential Information to any person other than those of its employees, subcontractors, agents or representatives to whom disclosure is necessary for the purposes of this Agreement. Each party shall first take steps, with their employees, subcontractors, agents or representatives, to ensure that none of those persons uses any Confidential Information in a manner not authorised by the other party or discloses the same to any other person without the prior written consent of the other party.
	2. The obligations of each person to whom the Confidential Information is disclosed in clause 11.1 above shall not apply to any Confidential Information which is, or at any time becomes, available to the public through no fault of that person or is lawfully disclosed to such person by third parties not under confidentiality obligations, or to any Confidential Information which is required to be disclosed by law or a court order.
	3. Each party must, on request by the other party and on the Completion Date or termination of this Agreement (whichever is the earlier), return to the other party and/or destroy and certify in writing to the other party the destruction of all of the other party’s Confidential Information and copies of Confidential Information.
3. Change requests and variations
	1. The parties acknowledge that, from time to time, it may be necessary to change and/or amend the Research Project, the Research Project’s objectives, the Deliverables, the Research Funding, the Timetable, the Principal Investigator, and/or any other details contained in Schedule 1. In which case:
		1. The Provider may request, in writing to the CSNZ, a variation to amend the areas specified in clause 12.1 above, and such request must provide a detailed justification for the proposed variation, and outline the impact of the variation (including on the Research Project and Timetable). Such written request must be made within 20 Working Days of the Provider becoming aware of any matter giving rise to a requirement for change;
		2. Upon receipt of the written request made under clause 12.1a, CSNZ will consider such request and it may be subject to review by CSNZ’s National Scientific Advisory Committee;
		3. The CSNZ shall endeavour to respond to the written request made under clause 12.1a within 4 weeks of CSNZ receiving such request. For the avoidance of doubt, CSNZ shall be under no obligation to accept such written request, and CSNZ will not increase the Research Funding except in exceptional circumstances;
		4. All variations must be recorded in writing and agreed by both parties. If the parties agree to vary the Research Project and/or the Research Project’s objectives, the terms of such variation shall be recorded in a new Variation Schedule to this Agreement.
	2. If the Principal Investigator ceases to be engaged by the Provider and/or transfers to another New Zealand based institution, the Provider must notify CSNZ as soon as possible and the parties must review and discuss the future intentions of both parties and determine the preferred future activities including exploring the possibility of retaining the involvement of the Principal Investigator in the Research Project by way of the Provider subcontracting the Principal Investigator’s services or transferring the grant of the Research Funding to another research provider (such as the New Zealand based institution that the Principal Investigator transferred to).
	3. This Agreement, including the Research Funding, may not be assigned, novated, or otherwise transferred by the Provider without CSNZ’s prior written consent (which CSNZ may withhold at its absolute discretion).
	4. The Provider may request, in writing to the CSNZ, to transfer the grant of the Research Funding to another research provider, in which case:
		1. Such a request must provide a detailed justification for the proposed transfer, and outline the impact of the transfer (including on the Research Project and Timetable);
		2. Unless CSNZ otherwise agrees in writing, the new research provider would need to agree to be bound by the terms of this Agreement and this Agreement would need to be novated to the new research provider;
		3. Upon receipt of the written request made under clause 12.4a CSNZ will consider such request and it may be subject to review by CSNZ’s National Scientific Advisory Committee; and
		4. For the avoidance of doubt, CSNZ shall be under no obligation to accept such written request. If such written request is accepted by CSNZ, such acceptance may be subject to additional terms and conditions specified by CSNZ, and the parties acknowledge and agree that additional terms regarding the transfer will need to be agreed between the parties including the following:
			1. the ownership and/or use of New Intellectual Property, the Deliverables, and the Provider’s Pre-existing Intellectual Property that is incorporated into, or is required in order to Commercialise any, New Intellectual Property;
			2. the payment of Research Funding; and
			3. the transfer of Purchased Equipment (if any).
4. Additional representations and warranties
	1. The Provider represents and warrants that:
		1. it has and will maintain the experience, skills, expertise and personnel required for the Research Project, and the Research Project will be performed and completed in a proper, competent and professional manner;
		2. the Provider does not have any actual or perceived conflicts of interest preventing or prejudicing its performance and completion of the Research Project;
		3. the Research Project is not the subject of any other contractual agreement, or negotiation for funding, exploitation, development or other relevant matter, that has not been disclosed to CSNZ; and
		4. the New Intellectual Property does not infringe any third party Intellectual Property.
5. Limitation of liability and indemnities
	1. CSNZ shall have no liability to the Provider (whether liability under contract, tort, equity, or statute) except for any act or omission that constitutes a failure by CSNZ to comply with a provision of this Agreement (subject to clause 14.2). Notwithstanding any other term of this Agreement, the total liability of CSNZ in relation to this Agreement shall not exceed an amount equal to the Research Funding received by the Provider under this Agreement as at the date of such action or omission.
	2. To the maximum extent permitted by law, neither party is liable to the other for any consequential loss or damage suffered by the other party, and CSNZ shall not be liable to the Provider for any indirect or special loss or damage, or any loss of profit suffered by the Provider.
	3. To the maximum extent permitted by law and provided any liability does not arise as a direct result of a breach of an express obligation under the Agreement by CSNZ or its personnel, the Provider shall indemnify and hold harmless CSNZ from and against all liabilities, claims, suits, actions, proceedings, demands, costs, fees, expenses, and damages that:
		1. may arise from any third party claims made against CSNZ arising from the Research Project and/or the Deliverables;
		2. may arise from any negligent or wilful act or omission on the part of the Provider in relation to this Agreement, the Research Project, the Deliverables, and/or the results or products of the Research Project;
		3. may arise as a result of any breach of this Agreement by the Provider, including any breach by the Provider of the warranties in clause 13.1;
		4. CSNZ may suffer or incur under the Health and Safety at Work Act 2015, or similar legislation, as a consequence of any action or omission in relation to, or in reliance on, the Research Project and/or the Deliverables; and/or
		5. allege infringement of third party Intellectual Property in relation to the New Intellectual Property or Deliverables and the use of such New Intellectual Property and/or Deliverables by CSNZ in accordance with the terms of this Agreement.
	4. The Provider must ensure that it holds appropriate insurances for professional indemnity, public liability, and employers liability, in an amount which is sufficient to cover the risks under this Agreement (and such insurance must cover all of the Provider’s employees and agents acting in the course of their professional relationship with the Provider) during the term of this Agreement and for a period of six years after the Completion Date or termination of this Agreement. The Provider shall provide CSNZ with reasonably acceptable verification of the Provider’s insurance cover on request by CSNZ.
6. Termination
	1. Notwithstanding any other clause of this Agreement and without limiting any other right or remedy available to CSNZ, CSNZ may immediately terminate this Agreement by written notice to the Provider if:
		1. the Provider has committed a material breach of this Agreement which is incapable of being remedied;
		2. the Provider has committed a breach of this Agreement that is capable of being remedied and the Provider has failed to remedy such breach within 10 Working Days after receiving written notice which identifies the default and requires it to be remedied;
		3. the Provider goes into receivership, statutory management or liquidation, a resolution is passed or order made for the winding up of the Provider, the Provider becomes insolvent, or the Provider comes under any form of external administration;
		4. CSNZ believes on reasonable grounds that the Research Project is not being undertaken in a safe manner, and/or there is any other risk to health and safety which CSNZ believes is not being adequately managed by the Provider, and/or CSNZ believes that the Provider is breaching its obligations under the Health and Safety at Work Act 2015 or similar legislation;
		5. the Provider does any act or omission that in CSNZ’s opinion brings CSNZ into disrepute or is likely to bring CSNZ into disrepute;
		6. CSNZ is dissatisfied with any act or omission of the Provider, or quality of the Research Project or Deliverable, for any reason and the Provider has failed to remedy such issue within 10 Working Days after receiving written notice which identifies the issue and requires it to be remedied;
		7. if CSNZ determines (acting reasonably) that a Deliverable has not been delivered in accordance with the agreed requirements and/or Timetable;
		8. there is a change in effective control of the Provider without CSNZ’s prior written consent (which may be withheld at CSNZ’s absolute discretion);
		9. any information or representations provided to CSNZ by the Provider in connection with the Research Project (including in the research proposal contained in the Provider’s application for a research grant) or otherwise in connection with this Agreement are found to be misleading or materially inaccurate;
		10. the Provider has failed to make a written request under clause 12.1a within the time frame specified in clause 12.1a;
		11. the parties have been unable to agree the terms of a Variation Schedule in accordance with clause 12.1d within 30 days of CSNZ responding to and accepting the Provider’s written request under clause 12.1c;
		12. if CSNZ’s available funding is reduced or ceases for any reason such that CSNZ is unable to make Research Funding payments to the Provider or otherwise comply with its obligations to the Provider; or
		13. if there is a change in law or government policy that makes it illegal for CSNZ to comply with its obligations to the Provider.
7. Delivery of Final Report and consequences of termination and the Completion Date
	1. Subject to clause 16.2, the Provider must submit the Final Report to CSNZ 30 days before the Completion Date, in accordance with Schedule 1 (setting out the Deliverables and Timetable).
	2. Upon termination of this Agreement, the Provider must submit the Final Report to CSNZ, within 30 days following the date of termination and otherwise in accordance with Schedule 1.
	3. Upon the Completion Date or termination of this Agreement:
		1. the Research Funding shall be dealt with in accordance with Schedule 2; and
		2. Confidential Information shall be dealt with in accordance with clause 11.3.
	4. Termination of this Agreement or the Completion Date shall not affect:
		1. any rights or remedies of a party against another party which accrued up to and including the Completion Date or termination of this Agreement; or
		2. the clauses of this Agreement that are intended by their nature to survive the Completion Date or termination of this Agreement, including clauses 3.2, 3.3, 4 ,5, 6, 8, 9, 10, 11, 12.2, 12.3, 13, 16, and Schedule 2.
8. Dispute resolution
	1. If a dispute arises under or in relation to this Agreement (‘**Dispute**’), the affected party will promptly notify the other with the details of the Dispute. Promptly after receiving notice of a Dispute, both parties will try to resolve the Dispute by good faith negotiations on a without prejudice basis.
	2. If the Dispute has not been resolved between the parties within 14 Working Days of it being notified (or a timeframe as otherwise agreed between the parties), either party may pursue other forms of dispute resolution such as mediation.
	3. Nothing in this Agreement prevents either party from commencing court proceedings to seek urgent interim or interlocutory relief at any time.
9. Force Majeure
	1. Neither party shall be liable for any delay in meeting, or failure to meet, its obligations under this Agreement to the extent that such delay or failure is caused by any event outside its reasonable control (each a ‘**Force Majeure Event**’).
	2. Should either party know or anticipate that, due to a Force Majeure Event, it will be unable to fulfil its obligations under this Agreement, it shall notify the other party (giving as much detail as possible of the causes, expected duration and extent of its inability to perform its obligations) and consult with the other party as to the means, and use its best endeavours, to minimise the effects of its inability to perform its obligations under this Agreement.
	3. CSNZ may, at its discretion, terminate this Agreement without liability to the Provider if a Force Majeure Event prevents the Provider from performing any of its obligations under this Agreement for a period of more than 45 days.
10. Notices
	1. Any notice given under this Agreement will be deemed to be validly given if personally delivered, posted, or transmitting it by email to the address of the party set out in this Agreement or to such other address as the party advise from time to time.
	2. The party to whom notice is given under this Agreement shall be deemed to have received the notice:
		1. if personally delivered, when received;
		2. if sent by post, three Working Days after the date of posting; or
		3. if sent by email, upon its receipt as to which a confirmation of transmission shall be adequate proof of receipt,

provided that any notice personally delivered or sent by email either after 5:00pm on a working day or on any day that is not a working day will be deemed to have been received on the next working day.

1. General
	1. This Agreement constitutes the entire agreement between the parties and supersedes all prior communications, representations, agreements or understandings, either verbal or written, between the parties with respect to the subject matter of this Agreement.
	2. The parties shall sign all documents and do all things necessary to give effect to this Agreement and will procure all its employees, contractors, and agents, to declare, make or sign all documents and do all things necessary or desirable to give full effect to this Agreement.
	3. Nothing contained in this Agreement will be deemed or construed to constitute any party to be a partner, employee, agent or representative of any other party, or to create any trust, commercial partnership or joint venture.
	4. Failure or neglect by a party to enforce at any time any of the terms of this Agreement shall not be construed to be a waiver of that party's rights, or to in any way affect the validity of the whole or any part of this Agreement, or to otherwise prejudice that party's rights to take subsequent action. Any waiver by a party in respect of any right provided for in this Agreement shall not be construed to be a waiver of any further or future right arising under this Agreement.
	5. No amendment to this Agreement will be effective unless it is in writing and signed by both of the parties.
	6. In the event of any part of this Agreement being or becoming void or unenforceable then that part shall be severed from this Agreement, to the intent that all parts that shall not be or become void or unenforceable shall remain in full force and effect and be unaffected by any severance.
	7. This Agreement shall be governed by and construed in accordance with the laws of New Zealand, and the parties submit to the non-exclusive jurisdiction of the New Zealand courts.

# Execution

**Signed** for **Cancer Society of New Zealand Incorporated**

by and on behalf of:

 Authorised persons signature

 Name

 Date

**Signed** for [Organisation Name]

by and on behalf of:

 Authorised persons signature

 Name

 Date

1. Research Agreement particulars

|  |  |
| --- | --- |
| **Commencement Date of Agreement** | [Start Date] |
| **Completion Date of Agreement** | [End Date] or 60 days after the Research Funding period ends Schedule 2 |
| **CSNZ contact email** | Research@cancer.org.nz  |
| **Provider contact email** | [Insert email address for the purposes of notices under clause 19] |
| **Research Project Title** | [Research Title] |
| **Research Project Supervisor** | [Research Supervisor] |
| **Principal Investigator**  | [Full Name] |
| **Deliverables and Timetable of Research Project** | **Deliverable(s)** | **Delivery deadline** |
| Annual Report using the Annual Report Template. The Annual Report must include [insert details and requirements of the annual reports], and any other additional information reasonably requested by CSNZ from time to time.  | 29 February annually  |
| [Insert deliverable] | [Insert date] |
| [Insert deliverable] | [Insert date] |
| Final Report using the Final Report Template. The Final Report must include [insert details and requirements of the final report]. | [30 days before the Completion Date], or if this agreement is terminated, within 30 days following the date of termination in accordance with clause 16.2 |
| **Other** |  |

1. Research Funding terms

|  |  |
| --- | --- |
| **Research Funding** | The total Research Funding is: up to $ [Budget Approved] (exclusive of GST) over [Duration (in months)] months |
| **Valid GST invoices must contain:**  | * CSNZ research grant reference number
* Name of Provider
* Amounts being claimed (including the split between salary and other costs)
* Period of claim
* Explanation of costs being claimed (e.g. salary, other costs)
* GST (unless it is a stipend)
* GST number
* Summary of the total Research Funding awarded and the balance of the Research Funding remaining after the invoice is paid
 |
| **Other payment terms** | [Detail any costs that have been removed from the ‘applied for budget’] |

1. Research Funding
	1. The Research Funding payable by CSNZ under this Agreement may fund:
		1. the costs incurred in the performance and completion of the Research Project and the delivery of the Deliverables by the Provider in accordance with this Agreement;
2. Invoicing and payments
	1. The Provider shall submit valid GST invoices to CSNZ for the Research Funding (or portions of Research Funding) for costs incurred by the Provider in the performance and completion of the Research Project and delivery of the Deliverables in accordance with the terms of this Agreement. Invoices must be sent to accounts@cancer.org.nz.
	2. Each validly invoiced portion of the Research Funding will be payable by CSNZ in accordance with the terms of this Agreement no later than the 30th day of the month following the date of the valid GST invoice, except such amounts that are withheld in accordance with the terms of this Agreement or otherwise subject to a bona fide dispute. For the avoidance of doubt, CSNZ shall not be liable to pay any invoices unless they are eligible for funding under this Agreement (including under clause 1.1 of Schedule 2 above).
	3. CSNZ may withhold payment of an invoice or invoices (as the case may be) for Research Funding if CSNZ determines (acting reasonably) that a Deliverable has not been delivered in accordance with the agreed requirements and/or Timetable. Payment of the withheld invoice or invoices (as the case may be) for Research Funding will become payable by CSNZ within thirty (30) days after the Provider has demonstrated to CSNZ’s reasonable satisfaction that the Deliverable has been delivered.
	4. In the event of a disputed invoice, CSNZ shall pay the undisputed portion of the invoice and shall pay any other amount agreed to be owing within thirty (30) days upon resolution of the dispute.
3. Final instalment of Research Funding
	1. A valid GST invoice for the final portion of Research Funding (if any) must be issued to CSNZ no later than 3 months after the Completion Date or termination.
	2. For the avoidance of doubt, CSNZ may withhold payment of the final invoice for Research Funding if CSNZ determines (acting reasonably) that the Provider has not submitted a satisfactory final report. Payment of the withheld final instalment of Research Funding will be payable by CSNZ within thirty (30) days after the Provider has, to CSNZ’s reasonable satisfaction, delivered a final report.
4. Unspent Research Funding at the Completion Date or termination
	1. Any portion of the Research Funding that is remaining at the Completion Date or termination of this Agreement (if any) and that is not invoiced to CSNZ in accordance with Schedule 2 clause 3.1, shall be retained by CSNZ and is not payable to the Provider.
	2. If the actual costs incurred by the Provider in performing and completing the Research Project are less than the Research Funding that CSNZ has paid to the Provider (‘**Underspent Research Funding**’), the Provider shall refund such Underspent Research Funding to CSNZ as soon as possible after the Completion Date or termination of this Agreement (but no later than 3 months after the Completion Date or termination of this Agreement).
5. Further terms
	1. CSNZ may withhold, vary, or suspend the Research Funding where it reasonably believes, after discussion with the Provider, that the Provider has not complied with the terms of this Agreement.
6. Annual Report Template

Cancer Society of New Zealand Research Grant Annual Report Template and Guidance

Annual Report Guidance

Section 1: Grant information

Fill in the grant information in the template below.

Section 2: Lay summary

A brief summary for a lay audience (maximum one page) of all research outcomes, describing how this research may benefit people affected by cancer, and future plans for the research. If you have any diagrams or images that simply and visually demonstrate your research outcomes please include these here. This section of your report may be used, either in the form you submit, or in edited versions, to inform the public about the work we support.

Section 3: Scientific Progress

See below the Gantt chart you submitted as part of your application (and/ or the most recent version submitted to the Cancer Society). Please confirm whether you are on track with these timelines.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  | 2020 | 2021 | 2022 |
|  |  | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 |
| Objective 1 | Task 1 |   |   |   |   |   |   |   |   |
| Task 2 |   |   |   |   |   |   |   |   |
| Milestone 1 |   |   |   |   |   |   |   |   |
| Objective 2 | Task 3 |   |   |   |   |   |   |   |   |
| Task 4 |   |   |   |   |   |   |   |   |
| Task 5 |   |   |   |   |   |   |   |   |
| Milestone 2 |   |   |   |   |   |   |   |   |
| Objective 3 | Task 6 |   |   |   |   |   |   |   |   |
| Milestone 3 |   |   |   |   |   |   |   |   |
| Task 7 |   |   |   |   |   |   |   |   |
| Milestone 4 |   |   |   |   |   |   |   |   |
|  |  |  |  |  |  |  |  |  |  |

If you are not on track with the above timeline:

* Please explain why you are not on track
* Describe the impact this will have on the overall project
* Submit a revised Gannt chart with adjusted timelines until the end of the grant period

Section 4: Budget

See below the budget you submitted as part of your application.



**Example**

Please confirm whether you are on budget. Please request a financial summary report from your Research Office, showing the overall expenditure to date for this grant (see example below) and include it as part of your report.



If you are not on budget:

* Please explain why you are over/ under budget
* Describe the impact this will have on the overall project
* Describe how the remainder of the grant budget will be spent between now and the end of the grant period

Section 5: Research impact

For this section please consider the following questions:

**What have you, or your team, produced through this research?**

Please include the key outcomes/ findings of your research to date. Please list full bibliographic citations for any published papers or meeting abstracts arising from the grant and enclose one electronic copy of each published paper.

**How have you, or your team, shared the knowledge gained through this research?**

Please include details of any presentations at conferences, public talks or other outreach activities that have resulted from your work.

**How have you contributed to developing the cancer research workforce through this research?**

Section 6: Contribution to Māori health

Please describe if your research to date has contributed to reducing inequity between Māori and non-Māori.

Annual Report Template

Section 1: Grant Information

Grant reference:

Principal investigator:

Project title:

Award type (research project/ PhD scholarship/ grant in aid):

Commencement date:

Grant duration:

Section 2: Lay summary

Section 3: Scientific progress

Section 4: Budget

Section 5: Research impact

Section 6: Contribution to Māori health

1. Final Report Template

Cancer Society of New Zealand Research Grant Final Report Template and Guidance

Final Report Guidance

Section 1: Grant information

Fill in the grant information in the template below.

Section 2: Lay summary

A brief summary for a lay audience (maximum one page) of all research outcomes, describing how this research may benefit people affected by cancer, and future plans for the research. If you have any diagrams or images that simply and visually demonstrate your research outcomes please include these here. This section of your report may be used, either in the form you submit, or in edited versions, to inform the public about the work we support.

Section 3: Scientific progress

See below the Gantt chart you submitted as part of your application (and/ or the most recent version submitted to the Cancer Society). Please confirm whether you have achieved the objectives and milestones listed below. If you did not achieve the objectives and milestones below please explain why these were not achieved.



Section 4: Budget

See below the budget you submitted as part of your application.



**Example**

Please confirm whether you finished the project on budget. Please request a financial summary report from your Research Office, showing the overall expenditure to date for this grant (see example below) and include it as part of your report.



Please note, if you are under budget the Cancer Society will retain the amount remaining on the grant.

Section 5: Research impact

For this section please consider the following questions:

**What have you, or your team, produced through this research?**

Please include the key outcomes/ findings of your research. How will the research findings benefit people affected by cancer? Please list full bibliographic citations for any published papers or meeting abstracts arising from the grant and enclose one electronic copy of each published paper.

**How have you, or your team, shared the knowledge gained through this research?**

Please include details of any presentations at conferences, public talks or other outreach activities that have resulted from your work.

**How have you contributed to developing the cancer research workforce through this research?**

Section 6: Contribution to Māori health

Please describe if your research has contributed to reducing inequity between Māori and non-Māori.

Final Report Template

Section 1: Grant Information

Grant reference:

Principal investigator:

Project title:

Award type (research project/ PhD scholarship/ grant in aid):

Commencement date:

Grant duration:

Section 2: Lay summary

Section 3: Scientific progress

Section 4: Budget

Section 5: Research impact

Section 6: Contribution to Māori health

1. CSNZ Branding Guidelines

Research Brand Guidelines

The Cancer Society Research logo is intended specifically for researchers whose work is funded by the Cancer Society.

When using this logo always refer to the brand guidelines and use the digital artwork. Do not distort the logo or try to redraw it.

If the Research logo is applied to a multi-coloured or dark background, use the provided ‘reversed’ logo (pictured below right).



Size and Space Guidelines

To ensure legibility it is suggested the logo should be reproduced no smaller than the minimum size of 46mm wide for colour and black and white.

To avoid interference from other graphics or text there needs to be a specific amount of white or clear space surrounding it at all times. This space is determined by using the upper case C from the text at 100%.



46mm



Please refer to the next page for more guidelines.



|  |  |
| --- | --- |
| Always use the colour logo | Use the standard logo on |
| whenever possible. |  | light flat colours, but |
|  |  | preferably a white |
|  |  | background. |
|  |  |  |  |
|  |  |  |  |



Never stretch or distort Do not box off the logo.

the logo for any reason.



When placing the logo on a photo or multi-coloured or dark background use the reverse option.



Do not change the position or size of the device in relation to the text.



Do not outline any part of Do not change the colour Do not change the font

the logo. of the logo. within the logo.

 **Correct  Incorrect**

If you have any questions about how to apply the Cancer Society Research logo to your organisation, please contact the Cancer Society.

1. The Research Project

[Insert details of the Research Project]