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### AJT COMMENTS/AMENDS 11/08/2023

### AGT Comments / Amends 12/08/23

## WA Early-Career Child Health Researcher (ECCHR) Fellowships Program 2023 Glossary of Terms

<b>Agreement Date</b>	the date of acceptance of the Grant Funding Offer.
<b>Applicant</b>	a researcher candidate that is an eligible applicant for a Fellowship.
<b>Assessment Criteria and Scoring System</b>	as described in item 7 of the Guidelines and Conditions.
<b>Awardee</b>	a successful Applicant researcher individual named as the awardee in the Funding Grant Details.
<b>Authorisation</b>	<p>any consent, authorisation, registration, filing, agreement, notarisation, clearance, certificate, permission, licence, permit, waiver, approval, authority or exemption from, by or within:</p> <p>(a) a Regulatory Authority required under any Law;</p> <p>(b) a professional standards authority required under any of its professional standards or codes of conduct including those relating to medical research; and</p> <p>(c) a research institution under any of its Internal Policies and Procedures,</p> <p>and includes any renewal of, or variation to, any of them.</p>
<b>BRAC</b>	BrightSpark Research Advisory Committee.
<b>BrightSpark</b>	<b>BrightSpark Foundation Company Ltd ACN 164 362 109</b> as trustee for and manager of the <b>BrightSpark Foundation</b> .
<b>Business Day</b>	<p>means:</p> <p>(a) for receiving a notice under this document, a day that is not a Saturday, Sunday, bank holiday or public holiday in the place where the notice is sent; and</p> <p>(b) for all other purposes, a day that is not a Saturday, Sunday, bank holiday or public holiday in Western Australia.</p>
<b>Business Hours</b>	from 9.00am to 5.00pm on a Business Day.
<b>CHR</b>	child health research.
<b>Claim</b>	means any proceeding, action, demand or suit (including by way of a claim for contribution or an indemnity).
<b>Closing Date</b>	the date by which applications for Funding must be submitted.

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<b>Commencement Date</b>	the date by which the Project Activities commence, as described in the Funding Grant Details.
<b>Confidential Information</b>	Confidential Information means all information which a party discloses whether provided verbally, by demonstration, inspection, or any other intangible method, or whether intangible, written or electronic form and may include, without limitation, intellectual property, know-how, trade secrets, formulae, methods of manufacture, designs, diagrams, specification sheets, technical reports, operating or maintenance manuals, operating or process data, calculations, proposals, pricing and customer and supplier information.
<b>Conflict of Interest</b>	means an actual, potential or perceived conflict of interest arising for or in connection with an Applicant, a Research Supervisor or senior staff member of a current or prospective Supporting Organisation in connection with an actual or proposed Project Activity which will or might reasonably be considered to have a material adverse effect on the ability for an Applicant, a Research Supervisor, or a senior staff member of a Research Entity to carry out their obligations under the Guidelines and Conditions, the Grant Funding General Terms and Conditions and the Funding Agreement.
<b>Date for Activity Completion</b>	the date by which the Project must be practically completed, which date is as described in the Funding Grant Details.
<b>ECCHR</b>	Early-Career Child Health Researcher.
<b>Employer</b>	is: <ul style="list-style-type: none"> <li>(a) the organisation with whom at the Agreement Date the Awardee is employed on an FTE basis or with whom by the Commencement Date the Awardee will be employed on an FTE basis, which in either case is for a term that is at least equivalent to the Fellowship Term, but subject to usual conditions of employment regarding early termination; and</li> <li>(b) which at the Agreement Date, is the organisation named as the Employer in the Funding Grant Details.</li> </ul>
<b>Event of Default</b>	This occurs if: <ul style="list-style-type: none"> <li>(a) any of obligations of the Research Team Members are breached and that breach (if remediable) continues without remedy for 5 Business Days (or such longer period specified) after that notice of the breach and requiring that it be remedied; or</li> <li>(b) any of obligations of the Research Team Members are breached and that breach cannot be remedied; or</li> <li>(c) a Milestone fails to be achieved by its corresponding Milestone Date or the Awardee has failed, or in the reasonable opinion of the Program Administrator, is likely to fail, to deliver the Project Activity in accordance with the Funding Agreement; or</li> </ul>

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	<p>(d) the Funding Agreement is repudiated by any of the Research Team Members; or</p> <p>(e) a material warranty given by or representation made by any of the Research Team Members is or becomes untrue; or</p> <p>(f) any of the Research Team Members or their officers, employees, subcontractors or agents has breached, or is suspected to have breached, any Law or Authorisation given relevant to the Project Activity; or</p> <p>(g) in the reasonable opinion of the Program Administrator, the reputation of any of the Program Sponsors or that of the Government of Western Australia is, or is likely to be, damaged by an act or omission of a Research Team Member; or</p> <p>(h) a Research Team Member fails to notify the Program Administrator of a Conflict of Interest, or is unable or unwilling to resolve or deal with a Conflict of Interest as required by the Program Administrator.</p>
<b>Fellowship</b>	is the Early-Career Child Health Researchers Fellowship.
<b>Fellowship Grant</b>	is the grant awarded to the Awardee, subject to the terms and conditions of the Funding Agreement, in order to undertake the Project, details of which are described in the Funding Grant Details.
<b>Funding Grant Details</b>	are those described in Schedule 1.
<b>Fellowship Term</b>	is the duration of the fellowship, as described in the Funding Grant Details.
<b>FHRI Fund</b>	Future Health Research and Innovation Fund: <a href="http://www.fhrifund.health.wa.gov.au">www.fhrifund.health.wa.gov.au</a>
<b>FTE</b>	full-time employment.
<b>Funding</b>	the amount specified in the Funding Grant Details and when referring to Funding after it is paid, includes any interest accrued on that amount.
<b>Funding Agreement</b>	the agreement arising from the acceptance by the Awardee, Research Entity and Research Supervisor of the Grant Funding Offer.
<b>Grant Approved Application</b>	the Awardee's Fellowship Application which has been assessed and approved by the Program Administrator for a Fellowship Grant.
<b>Grant Funding Offer</b>	the offer of Funding by the Program Administrator contained in the Offer Letter.
<b>Grant Funding General Terms and Conditions</b>	the general terms and conditions governing the Awardee, Research Entity and Research Supervisor of the Grant Funding Offer.

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<b>GST Act</b>	<i>A New Tax System (Goods and Services Tax) Act 1999 (Cth).</i>
<b>Guidelines and Conditions</b>	the WA Early-Career Child Health Researcher Fellowships (ECCHRF) Program 2023 Guidelines and Conditions for inaugural award round of 2024 Grants, applicable at the time of the Awardee's application as may be amended from time to time by or with the authority of the Program Sponsors.
<b>Intellectual Property Rights</b>	(a) all intellectual property rights existing anywhere in the world (whether registered, registrable or otherwise) including: patents, copyright, rights in circuit layouts, registered designs, trademarks and the right to have Confidential Information, business and company names or other rights whether existing under statute, at common law, in equity or otherwise kept confidential; and  (b) any application or right to apply for registration of any of those rights,  but does not include Moral Rights.
<b>Internal Policies and Procedures</b>	the rules, regulations, policies, protocols and procedures relevant to undertaking research duties whilst employed by the Employer or with or at the Research Entity or both.
<b>Law</b>	includes the common law and any statute, regulation, ordinance, by-law or lawful direction or notice by a Regulatory Authority.
<b>Liability</b>	means any debt, obligation, cost (including legal costs), expense, Loss, damage, compensation, charge or liability of any kind (whether arising in negligence or otherwise), including those that are prospective or contingent and those the amount of which is not ascertained or ascertainable.
<b>Loss</b>	includes any loss, cost, expense, damage or liability whether direct, indirect or consequential (including pure economic loss), present or future, ascertained, unascertained, actual, prospective or contingent or any fine or penalty.
<b>Milestone</b>	each milestone set out in the Grant Approved Application and includes the Date for Activity Completion.
<b>Milestone Date</b>	for a Milestone, the date for achievement of that Milestone set out in the Grant Approved Application.
<b>Moral Rights</b>	has the same meaning as in the Copyright Act.
<b>NHMRC</b>	National Health and Medical Research Council.
<b>Offer Letter</b>	the letter of Funding offer from the Program Administrator to the Awardee.
<b>Program</b>	the Western Australian Early-Career Child Health Researcher Fellowships Program sponsored by the Program Sponsors.
<b>Program Administrator</b>	the manager of the Program nominated from time to time by the Program Sponsors and until otherwise advised is BrightSpark.

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<b>Program Fellowship Advisory Panel (PFAP)</b>	is the panel comprised of representatives of WA research organisations, representatives of the Program Sponsors and chaired by the BRAC nominee, responsible for reviewing and assessing Applications and recommending to the BRAC, in merit order based on the Assessment Criteria and Scoring System, the shortlisted Applicants for Fellowships in a particular round.
<b>Program Sponsors</b>	FHRI Fund and BrightSpark, and includes any successor, additional or replacement charities or organisations which during the Fellowship Term may join the Program as sponsors
<b>Project</b>	the CHR project described in the Funding Grant Details.
<b>Project Activity</b>	the CHR initiative and activities described in the Grant Approved Application.
<b>Records</b>	the records and information of any kind, including originals and copies of all accounts, financial statements, books, files, reports, records, correspondence, documents and other materials created for, or relating to, or used in connection with, the carrying out of the Project Activity, whether or not containing confidential information, and however such records and information are held, stored or recorded.
<b>Regulatory Authority</b>	any ministry, governmental department or agency or semi-governmental, local, municipal, provincial, regional, public, administrative, statutory or judicial entity, including a stock exchange.
<b>Research Entity</b>	(a) Is a WA based organisation; (b) Which is a university, health service provider, medical research institute or foundation; and (c) is the organisation where from the Commencement Date the Awardee will commence and conduct the Project Activity and whose nominated Research Supervisor will be responsible for supervising and mentoring the Awardee throughout the Fellowship Term, in accordance with that organisation's Internal Policies and Procedures; and (d) which at the Agreement Date, is the Employer or the organisation named in the Funding Grant Details.
<b>Research Supervisor</b>	a suitably qualified WA based professional research supervisor who is the individual or individuals named as such in Schedule 1.
<b>Research Team Members</b>	means all or any of the Awardee, Research Supervisor or Supporting Organisation.
<b>Supporting Organisation</b>	the Employer and if the Research Entity is different to the Employer includes both the Employer and Research Entity acting jointly and severally.
<b>Schedule 1</b>	is a reference to the schedule attached to the Offer Letter.

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<b>Taxes</b>	taxes, levies, imposts, excises, deductions and duties, including fines, penalties and interest on any of them, but excludes taxes on the overall net income of a party.
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