

Grant Terms and conditions

1. Background

The award of any Grant from Cure Kids to support research (a "**Grant**") is subject to the terms and conditions set out below and as amended from time to time (the "**Terms and Conditions**"). The Principal Investigator and the Host Institution should read these Terms and Conditions before applying for a Grant.

Following any amendments to the Application being agreed between the Parties, if Cure Kids decides to accept the Application conditional on amendments, Cure Kids will negotiate with the Principal Investigator and the Host Institution to agree on changes to the Research Activity, and revise the Application in the online Portal.

Cure Kids will notify the Principal Investigator and the Host Institution if the Application has been approved by sending a notification ("Grant Offer") of such approval and of the value of the Grant Funds to be awarded for the Research Activity.

The Principal Investigator and the Host Institution acknowledge that upon receipt of Cure Kids' Grant Offer, the Principal Investigator must formally accept the Grant Offer and these Terms and Conditions both in their personal capacity and on behalf of the Host Institution on the Grants Portal. The Grant Agreement will commence on the date of formal acceptance of the Grant Offer and these Terms and Conditions.

2. Definitions

The following definitions apply in these Terms and Conditions, unless the context requires otherwise:

Application

The formal request by a Host Institution and the Principal Investigator for Grant Funds, including the research proposal, the budget request, planned methodology, and details of the research team.

Approved Application

The Application designed and submitted by the Principal Investigator in Cure Kids' Grant Portal, with any amendments requested by Cure Kids and agreed by the Principal Investigator (and Host Institution) before the Grant Offer is sent.

Business Days

A day (other than Saturday, Sunday or a public holiday) on which registered banks are open for business in Auckland, New Zealand.

Confidential Information

Any information and data (in any form) which is marked as confidential by any party, and accompanied by a statement describing the grounds on which the party believes such information should remain confidential.

Cure Kids' Guidelines for Project Grants

The guidelines available on Cure Kids' Grants Portal.

Commencement Date

The date on which these Terms and Conditions and the Grant Offer are accepted.

Date of Grant Closure

The date on which Cure Kids accepts the final report and final financial acquittal (pursuant to clause 12 of these Terms and Conditions) and confirms closure of the Grant.

End Date

The end date approved by Cure Kids by which the Research Activity must be completed, which is specified in the Approved Application, and which may be amended under clause 8 of these Terms and Conditions.

Grant Agreement

The agreement for the award of Grant Funds by Cure Kids, the terms of which are set out in these Terms and Conditions, the Approved Application and the Grant Offer.

Grant Offer

The notification from Cure Kids, following any amendments to the Application being agreed between the Parties, advising that the Application has been approved by Cure Kids.

Grant Funds

The maximum amount (exclusive of GST) that Cure Kids has contributed or agreed to contribute for the conduct of the Research Activity, as set out in the budget in the Approved Application.

Grants Portal

Cure Kids' online portal at www.curekids.org.nz/landing/research-portal.

Guideline for Project Grants

The guideline is available on the Grants Portal at www.curekids.org.nz/landing/research-portal.

Host Institution

The institution or organisation which is responsible for overseeing the conduct of the Research Activity, administering the Grant Funds, and supporting the Principal Investigator (and other personnel engaged in the Research Activity).

Intellectual Property

Inventions (including patents), registered or unregistered trade marks and designs, circuit layouts, data and databases, confidential information, and know-how resulting from intellectual activity.

Intellectual Property Rights

Copyright and all rights conferred under statute, common law, or equity in relation to Intellectual Property.

Named Investigator

A researcher who is expected to actively participate in the design, preparation, conduct, delivery, or dissemination of the proposed Research Activity.

Parties

The Principal Investigator and Host Institution named in the Approved Application, and Cure Kids (each a "Party").

Principal Investigator

The researcher with primary responsibility for the design and preparation of the Research Activity proposal, overall management of the research project, ensuring the integrity and protection of any data collected in relation to the Research Activity, managing the roles of other researchers and contributors, delivery of the agreed outputs specified in the Approved Application, and dissemination of results in connection with the Research Activity.

Research Activity

The work specified in the Approved Application, including any amendments approved by Cure Kids, the Principal Investigator, and the Host Institution pursuant to clause 8 of these Terms and Conditions.

Start Date

The date on which the Research Activities are to commence, which is specified in the Approved Application.

Term

The term of the Grant Agreement as set out in clause 3 of these Terms and Conditions.

3. Term

- i. The Grant Agreement shall apply from the Commencement Date, and will remain in force until the Date of Grant Closure, unless terminated earlier in accordance with these Terms and Conditions.

4. General grant conditions

The Principal Investigator and Host Institution warrant and agree that:

- i. All information provided to Cure Kids in connection with the Approved Application (including the budget request and Research Activity) was true, complete, and accurate in all material respects at the time it was provided, and that Cure Kids will be notified of any material changes.
- ii. All stated full-time equivalent (FTE) contributions described in the budget in the Approved Application for the Research Activity are accurate and current, and do not exceed one FTE for any investigator.
- iii. The Principal Investigator and Host Institution are not aware of any information that has not been disclosed to Cure Kids which may, if disclosed, materially adversely affect the decision of Cure Kids as to whether to provide the Grant Funds.
- iv. The Host Institution, the Principal Investigator, and all Named Investigators have been consulted on the Application, and on amendments made before the Commencement Date.
- v. The Principal Investigator will be considered the first point of contact during the application and assessment process and the Term, and will be understood to be acting for, and in concurrence with, the Host Institution and the Named Investigators. All correspondence regarding the Grant will be addressed to the Principal Investigator.
- vi. The decision of Cure Kids' Medical and Scientific Advisory Committee to approve or decline the Application will be final. There is no rebuttal or appeal process, and no further correspondence will be entered into.
- vii. The Research Activity will comply with Cure Kids' **Guidelines for Project Grants**, and all other relevant legislation, regulations, codes, and guidelines, including data protection and privacy standards and laws, health and safety obligations, and any child protection policies Cure Kids has in place.
- viii. The Principal Investigator and Host Institution will ensure that all people engaged in the Research Activity are bound by these Terms and Conditions, including the provisions relating to Intellectual Property and Confidential Information.
- ix. The Research Activity will not commence until all required consents and approvals have been obtained, including appropriate consultation with Māori, and all relevant ethical approvals, including for work with humans, animals, or new organisms. With respect to animal research, researchers must specify why and how they use any animals in their research and report the results of in line with best practice.
- x. The Host Institution will support the Research Activity for the duration of the Grant, by making available the premises, facilities, and services necessary for its fulfilment.
- xi. The Host Institution will ensure it maintains research integrity and adheres to the Royal Society Te Apārangi Code of Professional Standards and Ethics in Science, Technology, and the Humanities and to the Royal Society Te Apārangi Research Charter for Aotearoa New Zealand, by implementing processes to investigate and detect scientific misconduct (such as plagiarism or falsification) and implement corrective actions (such as retraction of publications and disclosure to funders).
- xii. The Principal Investigator and Host Institution must conduct the Research Activity in accordance with all applicable laws, regulations, rules, and professional codes of practice.
- xiii. The Principal Investigator and Host Institution must complete the Research Activity by the End Date (unless an extension is approved by Cure Kids pursuant to clause 8 of these Terms and Conditions).

5. Assignment

- i. The Principal Investigator and Host Institution must not assign, delegate, or transfer any or all of their rights and obligations under or in connection to the Research Activity and Grant Funds (unless specified in the Grant Agreement or approved in writing by Cure Kids).

6. Budget for Grant

- i. The budget in the Approved Application for the Research Activity must comply with Cure Kids' Guidelines for Project Grants.
- ii. The Grant Funds awarded for the Research Activity must not be expended for any purpose other than those set out in the budget of the Approved Application.
- iii. The Grant Funds are the maximum amount that Cure Kids will contribute to the costs of the Research Activity, and Cure Kids will not, under any circumstances, fund any shortfall between this amount and the actual costs of the Research Activity.

7. Raising of funds

- i. All other sources of funding for the Research Activity must be declared to Cure Kids, including any third parties other than the Host Institution which contribute to the costs of the Research Activity, equipment, or staff. Cure Kids reserves the right to seek clarification from third parties contributing to these costs, and on that basis to reduce the amount of Grant Funds awarded as Cure Kids considers appropriate in its sole and absolute discretion.
- ii. The Principal Investigator and Host Institution acknowledge that Cure Kids is a charitable organisation which raises funds for research from a range of sources. The Principal Investigator and Host Institution should note in the Application if organisational policies would prevent them accepting funds from any specific industries.

8. Variations or extensions

- i. Cure Kids acknowledges that research may generate unpredictable results, and that circumstances may require revised methods and changed lines of inquiry. For the avoidance of doubt however, the objectives of the Research Activity may not be altered unless agreed by Cure Kids in advance.
- ii. Either the Principal Investigator or the Host Institution must request Cure Kids' approval if they propose to make any material change to the budget, methods, personnel, objectives, dates, deliverables or any other terms specified in the Approved Application, or if they become aware of such changes retrospectively.
- iii. Where a variation or extension request may result in a reallocation of the budget in the Approved Application, Cure Kids may request a breakdown of the cost projection.
- iv. Any request for an extension for a period of longer than 12 months may be declined by Cure Kids. Cure Kids may request the Host Institution resubmit an application for the Grant Fund in the next annual funding round.
- v. Any request for a variation must be submitted via the Grants Portal with relevant supporting information. Each request should be submitted as soon as practicable, and no later than 20 Business Days prior to the End Date. Any request which is submitted later than 20 Business Days prior to the End Date will not be considered.
- vi. Cure Kids will consider all requested variations or extensions on a case-by-case basis. However, they are under no obligation to agree to any such variation or extension. All decisions will be approved or rejected via the Grants Portal. The decision of Cure Kids to approve or decline the request will be final. There is no rebuttal or appeal process.

9. Governing Law and Jurisdiction

- i. These Terms and Conditions will be governed by and construed in accordance with the laws of New Zealand.

- ii. All disputes arising out of or in connection with the Approved Application, these Terms and Conditions, or the Research Activity will be subject to the non-exclusive jurisdiction of the Courts of New Zealand.

10. Intellectual Property

- i. The Principal Investigator and Host Institution must ensure, to the best of their knowledge, that they are permitted to use any Intellectual Property owned by any third parties where such Intellectual Property is required or used in relation to the Research Activity.
- ii. The Principal Investigator and Host Institution must notify Cure Kids of the creation of any proprietary Intellectual Property relating to the Research Activity, including notification in advance of any application for a patent. The Principal Investigator and Host Institution must also provide regular updates, or as reasonably requested by Cure Kids, as to the status of Intellectual Property protection and management procedures.
- iii. The Principal Investigator and Host Institution must ensure that material created or developed in connection with the Research Activity does not infringe the Intellectual Property Rights of any person.
- iv. Cure Kids reserves the right to benefit from an appropriate share of the proceeds arising from, or rights to, any Intellectual Property Rights created during the Research Activity, subject to any agreement between Cure Kids and the Host Institution.

11. Confidentiality and publicity

- i. The Principal Investigator and Host Institution acknowledge that in order to raise funds for research, Cure Kids may share details of the Research Activity with the general public, and with other organisations or donors (e.g. for publicity, fundraising, or co-funding purposes). However, Cure Kids will not disclose information marked as confidential unless the Principal Investigator and Host Institution have agreed in writing, it is required by law, or if the information has already become public through no fault of Cure Kids.
- ii. The Principal Investigator must make themselves available for communications and fundraising purposes, as reasonably requested by Cure Kids.
- iii. The Principal Investigator may publish the results of Research Activities without seeking approval from Cure Kids. The Principal Investigator and Host Institution must inform Cure Kids of any major publications and public or media appearances relating to the Research Activity and provide Cure Kids with a copy of any such publications and/or presentations.
- iv. The Principal Investigator and Host Institution must publicly acknowledge the Grant Funds provided by Cure Kids in relation to the Research Activity as appropriate, including on all publications related to the Research Activity, and during public or media appearances relating to the Research Activity.
- v. The Principal Investigator and Host Institution must not disclose information marked by Cure Kids as confidential unless Cure Kids has agreed in writing, or it is required by law, or if the information has already become public through no fault of the Parties.

12. Reporting

- i. The Principal Investigator must provide Cure Kids with annual reports on progress in completing the Research Activity using the template on the Grants Portal by 31 October every year for the duration of the Term, unless a variation to this reporting schedule is agreed in advance by Cure Kids.
- ii. No later than 3 months after the End Date, unless an extension is agreed in advance, the Principal Investigator and Host Institution must produce a final financial acquittal (accounting for actual use of the Grant Funds against the budget in the Approved Application) and final report on the Research Activity using the template on the Grants Portal.
- ii. If the Principal Investigator or Host Institution failed to submit the final report and a final financial acquittal, or if Cure Kids does not accept the final report and the final financial acquittal, the Principal Investigator will not be eligible to apply for or receive any remaining Grant Funds from Cure Kids. Cure Kids may request they return all of, or a portion of, the Grant Funds. While the financial

acquittal is awaiting approval by Cure Kids, Cure Kids reserves the right to request the Principal Investigator to provide supporting documentation.

13. Liability

- i. Cure Kids is not liable for any loss of profit, loss of revenue or other indirect, consequential, or incidental loss or damage arising under or in connection with the Grant Agreement, these Terms and Conditions, or the Research Activity.
- ii. Neither the Principal Investigator, Named Investigator(s), nor Host Institution (including its employees, agents, and contractors, if any) are an employee, agent, or partner of Cure Kids. Therefore, at no time will Cure Kids have any obligation to pay to the Principal Investigator, Named Investigators(s), or Host Institution:
 - a. holiday pay, sick pay, or any other payment under the Holidays Act 2003 (NZ); or
 - b. any other form of severance pay.

14. Indemnity and Insurance

- i. The Host Institution will indemnify and hold harmless Cure Kids against any and all liability, actions, demands, damages, costs, fees, or proceedings of any nature which may arise at any time in connection with the Grant Agreement, these Terms and Conditions or the Research Activity, or on account of death or injuries to persons or property, or any other losses resulting from or connected with any act or omission in the course of the Research Activity.
- ii. The Host Institution must effect and maintain:
 - a. appropriate insurance in an amount which is sufficient to cover any risks associated with the Research Activity; and
 - b. other insurance reasonably required by Cure Kids.
- iii. The Host Institution must, upon request provide evidence of that insurance to Cure Kids.

15. Payment of Grant Funds

- i. Payments of Grant Funds will be made to the Host Institution in accordance with the Terms and Conditions and Cure Kids' Guidelines for Project Grants, and not directly to any researcher, investigator, or other organisation.
- ii. The awarded funds are exclusive of any applicable GST.
- iii. The Grant Funds must not be expended on any institutional overheads incurred in relation to the Research Activity.
- iv. The Grant Funds will be paid on a monthly or quarterly basis, as agreed between Cure Kids and the Host Institution, and only in response to requests for payment by the Host Institution in the form of tax invoices.
- v. All costs relating to the Grant Funding are to be submitted within 3 months of the End Date. Any costs relating to publication must be submitted within 6 months of the completion date.
- vi. All invoices must be emailed to accounts@curekids.org.nz up to 3 months following the End Date. Cure Kids is under no obligation to pay any Grant Funds, or proportion thereof, that have not been invoiced in relation to the Research Activity within 3 months of the End Date. Cure Kids will also not be responsible for any costs incurred following the End Date. Any costs incurred following the End Date are the responsibility of the Host Institution and are to be paid by the Host Institution, unless otherwise agreed with Cure Kids.
- vii. At any point during the Term, Cure Kids may request supporting documentation for any requests for payment made by the Principal Investigator and Host Institution (e.g. invoices and payslips). Where the Principal Investigator and Host Institution are not able or refuses to provide supporting documentation for the submitted invoice, Cure Kids has the right to refuse payment of that invoice.

- viii. If the final report or the final financial acquittal shows, or Cure Kids discovers, that the actual expenditure on the Research Activity is less than the Grant Funds that have been paid by Cure Kids, the Host Institution shall refund an amount equivalent to the underspend to Cure Kids as soon as possible after the End Date or date of termination of the Grant Agreement, but in no event later than 6 months from the date of termination of the Grant Agreement or the End Date.
- ix. If a progress report or financial acquittal shows, or Cure Kids discovers, that funds billed to and paid by Cure Kids have been spent not in accordance with the budget in the Approved Application (with any approved variations), the Host Institution shall refund the overpayment to Cure Kids upon request.

16. Dispute Resolution

- i. If Cure Kids has any concerns over any aspect of the Research Activity, including (but not limited to) major changes to personnel, milestones, conflicts of interest, or deliverables, Cure Kids will give reasonable notice of its concerns to the Principal Investigator and Host Institution and will consult with them in good faith about the Research Activity. In the case of any performance issues, Cure Kids will provide the Principal Investigator and Host Institution with a reasonable opportunity to rectify the same before treating the issue or issues as a material breach of the Grant Agreement or these Terms and Conditions.

17. Termination

- i. The Grant Agreement may be terminated by either Cure Kids or the Host Institution and the Principal Investigator (jointly) on notice in writing to the other Party if the other Party is in material breach of the Grant Agreement or these Terms and Conditions and, where the breach is capable of remedy, the Party in breach has failed to remedy the breach within 30 Business Days of receipt of written notice from the non-breaching Party describing the breach and calling for it to be remedied.
- ii. Upon termination of the Grant Agreement, the Principal Investigator and Host Institution shall cease all work in connection with the Research Activity, and provide Cure Kids with:
 - a. a full written report detailing scientific work completed towards the Research Activity, with an explanation of the circumstances leading to termination;
 - b. a full financial acquittal detailing how any Grant Funds have been spent; and
 - c. any other information or material related to the Research Activity reasonably requested by Cure Kids, such as records, notes, books, methodology, research materials, equipment, information about Intellectual Property Rights, and other documentation associated with the Research Activity including those in digital format.
- iii. Upon termination of the Grant Agreement, Cure Kids' Medical and Scientific Advisory Committee will review the work completed towards the Research Activity in accordance with these Terms and Conditions prior to the date of termination, and will recommend to Cure Kids whether additional funds (but not more than the Grant Funds) should be paid to the Host Institution in relation to work completed towards the Research Activity. Cure Kids reserves the right to reduce the amount of the Grant Funds as Cure Kids considers appropriate in its sole and absolute discretion.