

# Research Funding Agreement

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Principals Australia Research Foundation Ltd  
(ABN 37 163 346 594)

AND

(Principal Association)

.....

## **Funding Agreement**

### **Parties**

**Principals Australia Research Foundation Ltd** (ABN 37 163 346 594), 51 Fremantle Drive, Stirling, ACT 2611 (PARF).

### **Recitals/Background**

PARF restructured in 2018 adopting objects that focused on research into school leadership.

PARF has developed guidelines for research, set a budget for research funding then called for proposals, from organisations that are involved in school leadership, into research into that leadership. Applications closed on

PARF established a funding review panel which assessed the applications and made recommendations to the Board on research proposals that met the research and budgetary guidelines. The Board has endorsed the recommended Applications.

Implementation of this Agreement is the essential initiating step to activate administration of that research funding.

## Operative Agreement

### A. Interpretation

#### 1. Rules of interpretation

1.1. This document, including any schedules, shall be subject to the rules of interpretation set out in **clause 4**.

#### 2. Recitals/Background

2.1 The recitals/background give an overview of the reasoning for this Agreement and form part of this Agreement.

#### 3. Defined meanings

3.1 In this Agreement, the following meanings apply unless otherwise defined in this Agreement or the context requires otherwise:

**Agreement** means this funding agreement and includes any schedules attached and, to the extent required, any other document referenced or incorporated in this funding agreement;

**Application** means the application submitted finally by the Fundee specifying the Research Project and included as **Schedule 2**;

**Board** means the Directors of PARF meeting or deciding as a board;

**Completion Date** means the date specified **Schedule 1** of this Agreement by which the Final Report is to be submitted to PARF;

**Existing Material** means Intellectual Property Rights developed independently of this Research Project that are incorporated in or supplied in Material to PARF;

**Final Report** means the concluding report on the Research Project, signed off as completed by the Research Project Leader;

**Funding** means the money, or any part of it, payable by PARF to the Fundee to support the Research Project;

**Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968* (Cth));

**Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them;

**Party** means the Fundee and/or PARF as the case may be;

**Research Project** means the research described in the Application; and

**Research Project Leader** means the individual nominated in the Application as the leader responsible for the Research Project or the individual who replaces that individual by agreement between the Parties.

#### **4. Interpretation**

- 4.1 In this Agreement, the following rules of interpretation apply unless the context requires otherwise:
- a. a gender includes all genders;
  - b. singular includes plural and vice versa;
  - c. where a word or phrase is defined, its other grammatical forms or parts of speech have corresponding meaning;
  - d. a reference to a part of the Agreement including to a Schedule includes any further embedded content;
  - e. a reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislation substituted for it and any regulations and statutory instruments issued under it; and
  - f. the words 'writing' and 'written' include any mode of representing or reproducing words, figures, drawings or symbols in a visible or communicable form.
- 4.2 A reference in a clause in general terms to a person holding or occupying a particular position or office includes a reference to any person who occupies or performs the duties of that position or office for the time being.
- 4.3 Headings, bold type and italics are for convenience only and do not affect the interpretation of this Constitution.

#### **B. Research Processes**

#### **5. Undertaking the Research Project**

- 5.1 The Fundee takes full responsibility for the Research Project and agrees to undertake the Research Project in accordance with this Agreement.

#### **6. Subcontracting**

- 6.1 The Fundee may subcontract parts of the implementation or of the administration of the Research Project where it makes reasonable sense to do so.
- 6.2 The Fundee remains responsible for compliance with this Agreement, including in relation to any and all tasks undertaken by any and all subcontractors.

- 6.3 The Fundee agrees to make available to PARF the details of any subcontractor arrangements where the subcontractor is engaged to perform any task/s in relation to this Agreement upon the reasonable request by PARF.

## **7. Conflict of interest**

- 7.1 The Fundee agrees to notify PARF promptly of any actual, perceived or potential conflict of interest which could materially affect its performance of this Agreement.
- 7.2 The Fundee agrees to take action to resolve any conflict covered by **clause 7.1** and to inform PARF of that action.
- 7.3 The Fundee agrees to suspend activity on the Research Project until it takes relevant action under **clause 7.2** to the extent that such suspension of activity is reasonable and practicable.

## **8. Relevant approvals**

- 8.1 The Fundee is responsible for gaining any required approval from any relevant authority, including, for ethics approval, determining the relevant ethics committee with appropriate authority to approve the research.

## **9. Privacy**

- 9.1 The Fundee agrees that the fundamental principles of Australian privacy laws shall be applied to personal information, as defined by those laws, that arises from carrying out the Research Project, irrespective of whether or not the Fundee is subject to those laws.
- 9.2 The Fundee takes responsibility for meeting the requirements of **clause 9.1**.

## **C. Funding Arrangements**

### **10. Funding details**

- 10.1 PARF will provide funding as specified in **Schedule 1**, subject to this Agreement, to enable the Fundee to carry out the Research Project.

### **11. Acceptance of the Funding**

- 11.1 The Fundee, by executing and returning this Agreement to PARF, accepts the terms of this Agreement.
- 11.2 PARF, by executing and forwarding this Agreement to the Fundee, accepts the terms of this Agreement.

## 12. Relevant approvals

- 12.1 The Fundee, before entering into this Agreement, must assess and confirm to PARF any and all relevant approvals that may be required for the Research Project, including any relevant ethics committee approval. **Schedule 1** lists the relevant approvals that the Fundee provided in the Application. If **Schedule 1** requires amendment the Fundee must notify PARF accordingly. PARF will then issue a revised **Schedule 1** prior to executing this Agreement.
- 12.2 Where ethics committee or other relevant authority approval is required, the first payment will be made only after the Fundee has provided written proof of the appropriate approval.

## 13. Payment of the Funding

- 13.1 PARF, subject to this Agreement, will pay the Funding as follows:
- a. an initial payment of 50% of the Funding, including GST, to be paid after this Agreement is executed by the Parties and the Fundee provides to PARF a valid tax invoice and proof of any necessary approvals and subject to **clause 18.2**;
  - b. a second payment of 30% of the funding, including GST, to be paid following the receipt by PARF from the fundee of the progress report; and
  - c. a final payment of 20% of the Funding, including GST, to be paid following receipt by PARF from the Fundee of the Final Report, a completed acquittal statement for the Funding and a valid tax invoice.
- 13.2 All payments made under the Funding will be via electronic funds transfer. The Fundee must provide the relevant bank transfer details as part of the tax invoice.
- 13.3 PARF may by written notice withhold payment of any amount of the Funding where the Board reasonably believes the Fundee has not complied with this Agreement or is unable to undertake or complete the Research Project.
- 13.4 A valid notice under **clause 13.3** must contain the reason/s for any payment being withheld and may include steps the Fundee may take to address those reasons.
- 13.5 PARF will pay the withheld amount once the Fundee has addressed, to the Board's satisfaction, the reasons contained in a notice under **clauses 13.3 and 13.4**.
- 13.6 The Fundee agrees to keep the Funding that is yet to be spent in a secure bank account/s as determined by the Fundee. Any consequent interest earned by the Fundee is to be retained by the Fundee and may be used at the discretion of the Fundee.

## 14. Spending the Funding

- 14.1 The Fundee agrees to spend the Funding for the purpose of undertaking the Research Project only and in accordance with any indicated allocations in the Application.
- 14.2 Within the limits of the Funding, the Fundee may vary any allocations of Funding in the Application by up to 10% of any specific allocation.
- 14.3 The Fundee must gain approval from PARF for any variation of allocations in the Application by more than 10%.
- 14.4 The Fundee must gain written approval from PARF for any allocation of the Funding to uses not included in the Application.

## **15. Repayment**

- 15.1 If the Fundee spends any of the Funding other than in accordance with this Agreement, the Fundee agrees to repay that amount to PARF unless the Board agrees otherwise.
- 15.2 If the Fundee has not spent any of the Funding at the conclusion of the Research Project, the Fundee agrees to repay that unspent amount to PARF unless the Board agrees otherwise.
- 15.3 PARF may deduct any amount to be repaid under **clauses 15.1 and 15.2** from subsequent payments of the Funding.

## **16. Record keeping**

- 16.1 The Fundee agrees to maintain records of the expenditure of the Funding adequate to allow administration of the Funding in accordance with this Agreement.

## **17. Acquittal of funding**

- 17.1 Following completion of the Research Project the Fundee agrees to provide an acquittal statement, signed by the Fundee, specifying how the Funding was spent in accordance with the Application and this Agreement.
- 17.2 The acquittal statement may be submitted after the Completion Date.
- 17.3 Where the Funding exceeds \$22,000 (including GST), the Board may require that the Fundee's auditor certifies the acquittal statement before it is submitted.

## **18. Shortfall in Funding**

- 18.1 If the Funding is less than the amount specified in the Application as required for the Research Project, then the Fundee must advise PARF in writing how the shortfall in funds specified in **Schedule 1** will be addressed and whether the shortfall has implications for the design and/or execution of the Research Project.

- 18.2 When a shortfall in the Funding applies, the first payment will be made only after the Fundee has provided written response to **clause 18.1** to the satisfaction of the Board.

## **D. Output Arrangements**

### **19. Completion date**

- 19.1 The date specified in **Schedule 1** as the Completion Date is the date mutually agreed by the Research Project Leader and PARF prior to the execution of this Agreement.
- 19.2 The Research Project Leader may apply to PARF for an extension of the Completion Date giving just cause. The Board shall not unreasonably reject an application for an extension of the Completion Date.

### **20. Progress reports**

- 20.1 The Research Project Leader must provide progress reports on the Research Project by the date specified in **Schedule 1**.

### **21. Final report**

- 21.1 The Research Project Leader must provide the Final Report by the Completion Date.

### **22. Confidentiality**

- 22.1 The Parties agree to advise each other if information provided to the other Party is confidential and not to disclose each other's confidential information without prior written consent of the other Party unless required or authorised by law.

## **E. Recognition**

### **23. Acknowledgements**

- 23.1 The Fundee agrees to acknowledge PARF's support in Material published in connection with this Agreement and the Research Project and agrees to use any form of acknowledgment that PARF reasonably specifies.

### **24. Intellectual Property**

- 24.1 Subject to the law, the Fundee owns any Intellectual Property Rights in Material created when undertaking the Research Project.
- 24.2 The Fundee gives to PARF a non-exclusive, irrevocable, royalty-free licence to use, reproduce, publish and adapt any Intellectual Property Rights owned by the Fundee as a result of the Research Project.



- 24.3 PARF, in exercising its rights under **clause 24.2**, shall make all reasonable endeavours to acknowledge the Fundee.
- 24.4 This Agreement does not apply to the Intellectual Property Rights in Existing Material except to the extent that such Intellectual Property Rights may be included in Material provided as a result of the Research Project.

## **F. Disputes, Termination and Cancellation**

### **25. Dispute resolution**

- 25.1 If a Party has a dispute under this Agreement, they agree to inform the other Party expeditiously and to act reasonably to resolve the dispute by negotiation.
- 25.2 The Parties agree not to initiate legal proceedings in relation to a dispute under this Agreement unless they have tried and failed to resolve the dispute by negotiation.
- 25.3 The Parties agree to continue to perform their respective obligations under this Agreement where a dispute exists other than an obligation that is subject to the dispute.
- 25.4 The procedure for dispute resolution does not apply to action relating to termination or urgent litigation.

### **26. Termination for default**

- 26.1 PARF may terminate this Agreement by notice where the Board reasonably believes that the Fundee:
- a. has breached this Agreement; or
  - b. has provided false or misleading statements in their Application; or
  - c. has become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.
- 26.2 PARF must inform the Fundee in writing of its intention to terminate this Agreement and that that termination will occur 22 days from the date of the notice unless the Fundee appeals.

### **27. Appeal process on termination**

- 27.1 The Fundee shall have 21 days from the date of the advice from PARF of its intention to terminate this Agreement to advise PARF of the Fundee's intention to appeal the termination to a general meeting of members of PARF.

- 27.2 The Fundee shall have a right to address the general meeting and to make written submissions to the general meeting.
- 27.3 PARF must hold the general meeting within 2 months of receipt of the advice of the appeal. The decision of that general meeting shall be binding on both Parties.

## **28. Cancellation for convenience**

- 28.1 PARF may cancel this Agreement by notice, due to:
- a. a change in PARF policy; or
  - b. a change in the control of the Fundee, which the Board believes will negatively affect the Fundee's ability to comply with this Agreement.

## **29. Action on receipt of notice of termination or cancellation**

- 29.1 The Fundee agrees on receipt of a notice of termination or of cancellation under **clauses 26 & 28** to:
- a. stop the performance of the Fundee's obligations as specified in the notice; and
  - b. take all reasonable steps to minimise loss resulting from stopping of performance.

## **30. Liability on termination**

- 30.1 In view of the high proportion of the Funding advanced in the initial payment under this Agreement in the event of termination or of cancellation, PARF will have no further liability to the Fundee.
- 30.2 The Fundee shall not be entitled to compensation from PARF for loss of prospective profits or benefits that would have been conferred on the Fundee had the Research Project been completed.

## **G. Administration**

### **31. Governing law**

- 31.1 This Agreement is governed by the laws of the Australian Capital Territory and each Party irrevocably and unconditionally agrees to submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory in respect to any subject matter that falls within the scope of this Agreement and the courts which may hear appeals to those courts.

### **32. Notices**

- 32.1 The Parties agree to notify the other Party of anything reasonably likely to affect the performance of the Research Project or otherwise required under this Agreement.
- 32.2 A notice under this Agreement must be in writing, signed by the Party giving notice and addressed to the other Party's representative specified in **Schedule 1**, as amended if required.

### **33. Relationship between the Parties**

- 33.1 A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

### **34. Variation**

- 34.1 This Agreement may be varied in writing only, signed by both Parties.

### **35. Insurance**

- 35.1 The Fundee agrees to maintain adequate and appropriate insurance for the duration of this Agreement and provide PARF with proof of the cover when requested.

### **36. Indemnities**

- 36.1 The Fundee indemnifies PARF, its officers, employees and contractors against any claim, loss or damage arising in connection with the Research Project.
- 36.2 The Fundee's obligation to indemnify PARF will reduce proportionally to the extent of any act or omission involving fault on the part of PARF that contributed to the claim, loss or damage.

### **37. Survival**

- 37.1 Clauses **13.6, 15, 16, 17, 22.1, 23.1, 24, 31, 35 and 36** survive termination, cancellation or expiry of this Agreement.

### **38. Execution**

- 38.1 This Agreement can be executed in several counterparts, all of which taken together will constitute 1 single agreement between the Parties.
- 38.2 This Agreement commences on the day that this Agreement is executed, and if there 2 or more dates written on the execute page, then the latest date is the date that is applicable.

Executed as a letter of agreement on \_\_\_\_\_(date).

**Signed by**

Principals Australia Research Foundation Ltd (ABN 37 163 346 594) pursuant to section 127 of the Corporations Act 2001 (Cth):

\_\_\_\_\_  
Director signature

\_\_\_\_\_  
Director signature

\_\_\_\_\_  
Director name

\_\_\_\_\_  
Director name

**Signed by**

(Principal Association)

\_\_\_\_\_  
Committee Member signature

\_\_\_\_\_  
Committee Member signature

\_\_\_\_\_  
Committee Member name

\_\_\_\_\_  
Committee Member name

## **Schedule 1**

### **Key Elements**

#### **Funding**

The Funding	\$	including GST in total
Initial payment 50%	\$	including GST
Second payment 30%	\$	including GST
Final payment 20%	\$	including GST
Shortfall	\$0	

#### **Dates**

Progress report (clause 20.1)	30 April 2025 (TBC)
Completion Date	30 November 2025 (TBC)

#### **Representatives**

PARF

51 Fremantle Drive  
Stirling ACT 2611  
PO Box 307  
Kippax ACT 2615

[admin@parf.org.au](mailto:admin@parf.org.au)

Fundee

**Relevant approvals**

Ethics committee

Name:.....

Date Approval received:

Please attached copy of Approval.

## **Schedule 2**

### **The Principal Association's Application**