

Terms and Conditions

Introduction

- 1 The Lowitja Institute (**Institute**) is Australia's national institute for Aboriginal and Torres Strait Islander health research, named in honour of our Patron, Dr Lowitja O'Donoghue AC CBE DSG. It is an Aboriginal and Torres Strait Islander organisation working for the health and wellbeing of Australia's First Peoples through high impact quality research, knowledge translation, and by supporting Aboriginal and Torres Strait Islander health researchers.
- 2 The Institute has received funding from the Commonwealth Department of Health to work for the health and wellbeing of Australia's First Peoples through high impact quality research and knowledge translation, and by supporting Aboriginal and Torres Strait Islander health researchers (**Commonwealth Funding**).
- 3 One of the ways the Institute will achieve the purposes of the Commonwealth Funding is by providing grants for Aboriginal Community Controlled Organisations to undertake research projects in pursuit of the purposes of the Commonwealth Funding.
- 4 This document sets out the terms and conditions upon which the Institute may make Grants from the funding provided under the Head Grant. Successful applicants will be required to enter into a further grant agreement as set out below.
- 5 Please read these terms and conditions and sign that you agree to them before submitting your application for a grant.

Terms and Conditions of Grant

Eligibility

- 6 Your project (**Project**) must be consistent with the purposes of the grant round which can be accessed [here](#)
- 7 You must be an Aboriginal Community Controlled Health Organisation or an Aboriginal Community Controlled Organisation. An Aboriginal Community Controlled Organisation is governed by a majority of identified board members (above 51%) of Aboriginal and Torres Strait Islander people, who have been elected by the local Aboriginal and Torres Strait Islander community.
- 8 Your research must be Aboriginal and Torres Strait Islander-led unless the Institute has granted you an exemption from this condition. The Project lead can be a non-Indigenous person, but the Chief Investigator must be Aboriginal and/or Torres Strait Islander.
- 9 You must:
 - (a) have an ABN, and/or an IBN for Indigenous organisations;
 - (b) have an account with an Australian financial institution;
 - (c) have no outstanding reports, acquittals or serious breaches related to any Australian Government funding; and
 - (d) be solvent.

Available funding

- 10 The maximum funding amount per grant is \$200,000 (excluding GST) with the potential for an additional \$20,000 (excluding GST) knowledge translation grant which can be sought after the first 12 months of a Project and is subject to its own terms and conditions.

- 11 The making of any grant is dependent on the Commonwealth Funding being paid and on the Institute receiving applications which meet the terms and conditions. If the Commonwealth Funding is withheld from the Institute for any reason, any obligation on the Institute to make payments under any grant reliant on that funding will immediately cease.

Funding period

- 12 The closing date for grant applications is 21 November 2022.
- 13 Your Project must be completed by March 2025.
- 14 You will promptly notify the Institute of anything reasonably likely to adversely affect the undertaking of the Project.

Intellectual property

- 15 The Institute will own the intellectual property in all material produced by the Project conducted with a grant but you will have a non-exclusive, perpetual, royalty-free, transferable licence from the Institute which enables you to use the materials for any purpose including commercialisation.
- 16 Secret and sacred material will remain the confidential information of the Aboriginal and Torres Strait Islander communities who hold it.
- 17 Indigenous Cultural and Intellectual Property may not be collected for any Project without the free prior and informed consent of the Aboriginal and Torres Strait Islander communities to whom it belongs and those peoples and communities will be actively involved in all decisions concerning any Indigenous Cultural and Intellectual Property belonging to them.

Conflicts of interest

- 18 Any conflicts of interest could affect the performance of the funding opportunity or Project. You will be asked to declare, as part of your grant application, any perceived or existing conflicts of interests or that, to the best of your knowledge, there is no conflict of interest.

The funding agreement

- 19 Any offer of a grant following the application process is conditional upon the successful applicant entering into a legally binding funding agreement with the Institute, on terms provided by the Institute.
- 20 Each agreement will include, but not be limited to, the following minimum terms and conditions:
- (a) you must use the funding for the delivery of the agreed Project only;
 - (b) you must provide financial information reasonably required by the Institute to enable the Institute to meet its reporting and grant acquittal requirements for the Commonwealth Funding;
 - (c) any funding that the Institute reasonably believes has not been validly used for the delivery of the Project or that is unspent as at the completion of the Project must immediately be repaid to the Institute;
 - (d) you must provide progress reports, completion reports and acquittal documents (at times and in a format to be determined by the Institute);

