

**ATMS**Australian Traditional
Medicine Society

Date

Lead Investigator/chief Investigator name

Address

email

(p)

Letter of Agreement

Project Title: xxxxx

I am writing on behalf of The Australian Traditional-Medicine Society (ATMS) to congratulate you on the award of the above Project and to confirm the terms of the agreement between ATMS and you as the Research Party.

The Project

The Project will commence on 1 January 202x and end on 31 December 202x or on such other date as may be agreed between the parties, unless terminated earlier in accordance with this Agreement. The scope of work to be undertaken by the Research Party is as set out in Attachment 1, 20xx ATMS Research Grant Application.

Payment of funds

In consideration of the work to be undertaken by the Research Party, ATMS has agreed to pay a total of \$10,000 (excluding GST) to the Research Party which is to be paid in a single instalment upon signature of this Letter of Exchange.

The Research Party will issue a tax invoice to ATMS for payment of the amount and ATMS will pay the amount within 30 days of receipt of the Research Party's invoice.

Intellectual Property

The Research Party owns the Intellectual Property Rights in Material created undertaking the Project. The Research Party gives ATMS a non-exclusive, irrevocable, royalty free, perpetual, worldwide licence to use, reproduce, maintain, modify, and alter the Project Intellectual Property for non-commercial research, academic, teaching, and publication purposes.

This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.

Indemnity

The Research Party indemnifies ATMS, our officers, employees, and contractors against any claim, loss, or damage arising in connection with the Project.

The Research Party obligation to indemnify ATMS will reduce proportionally to the extent any act or omission involving fault on the part of ATMS contributed to the claim, loss or damage.

Insurance

Each party must effect and maintain for the duration of this Agreement the following insurance policies:

- (a) general public and products liability insurance.



- (b) professional indemnity insurance.
- (c) workers' compensation and employers' liability insurance in relation to all employees of the party.

If either party makes a written request the other party must within 5 business days give proof that its insurance policies are current.

Termination

This Agreement may be terminated by mutual consent in writing or otherwise in accordance with this clause.

Either party may end this Agreement immediately if any of the following events occur:

- (a) the other party commits a serious breach of this Agreement; or
- (b) there is a significant risk that the other party will be unable to pay its debts as they fall due.

If the Agreement is terminated in accordance with this clause the parties will come to an agreement in relation to any appropriate pro rata payment of work already undertaken by the Research Party on the Project.

General Grant Conditions

ATMS Research Grant Agreement - General Grant Conditions are as set out in Attachment 2 are incorporated into and form part of this Agreement.

Document Hierarchy and Interpretation

This Agreement comprises the Letter of Agreement, Attachment 1 (ATMS Research Grant Application), and Attachment 2 (ATMS Research Grant Agreement – General Grant Conditions).

In the event of any inconsistency or ambiguity between these documents, the following order of precedence will apply:

1. The Letter of Agreement (including any special conditions);
2. Attachment 2 – ATMS Research Grant Agreement – General Grant Conditions;
3. Attachment 1 – ATMS Research Grant Application.

To the extent of any inconsistency, the higher-ranking document will prevail.

Governing law

This Agreement is governed by the law of New South Wales. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales. It would be appreciated if you would sign and return this letter by way of confirmation of the terms of this Agreement.

Yours sincerely,

Annie Gibbins,
Chief Executive Officer
Australian Traditional-Medicine Society
On behalf of Dr Brad McEwen PhD Chair Academic and Research Committee

**ATMS**Australian Traditional
Medicine Society

Name:	
Legal Entity Name:	
ABN:	
Signature:	

Attachment 1: 202x ATMS Grant Application – Lead Investigator/Chief Investigator name

Attachment 2: ATMS Research Grant Agreement - General Grant Conditions