



**Medical Radiation
Technologists
Board of Queensland**

Research Agreement
October 2008





MRT Research Agreement 2008

October 2008

This agreement is made

BETWEEN:

The **Medical Radiation Technologists Board of Queensland**, of level 8, 160 Mary Street, Brisbane 4000

("the **Board**")

AND:

("the **Principal Investigator**")

RECITALS:

- A. The Board may under the Act undertake activities and apply funds relevant to its functions including but not limited to applying funds for the purposes of research grants.
- B. The Board has agreed to provide the Grant to the Investigator for the purposes of assisting the Investigator in undertaking the Project.
- C. Subject to the provisions of this Agreement the Investigator has agreed to accept the Grant for the purpose of undertaking the Project

IT IS AGREED:

1. Definitions and Interpretation

1.1 In this agreement:

"Act" means the *Medical Radiation Technologists Registration Act 2001* as repealed, replaced and amended from time to time;

"Agreement" means this research agreement as may be amended from time to time and all schedules and appendixes to it;

"Agreement Date" means the date when the parties signed this agreement, or the latest of those dates if signed on different dates;

"Application" means the application and any attachments to it received by the Board from the Principal Investigator and annexed as Annexure 1 to this Agreement;

"Budget" means the aggregate of the Costs Categories set out in the Application;

"Commencement Date" means the date the Project commences specified as such in the schedule;

"Completion Date" means the date upon which the Project concludes as specified in the Schedule;

"Cost Category" means the various categories of costs nominated by the Investigator in the Application to which the Grant will be applied;

"Final Report" means a report which contains details about the Project including:

- (a) the title of the Project;
- (b) a contents page;
- (c) an executive summary containing an abstract of not less than 300 words setting out a summary of the Project, the conclusions and the recommendations;
- (d) an introduction to the Project setting out a background to the Project; the nature and dimension of the problem that the Project was designed to address and the purpose and objectives of the Project;
- (e) literature review;
- (f) results of the Project, including data analysis and the research methodology adopted for the Project;
- (g) recommendations;
- (h) conclusions, including a discussion as to whether the purpose and objectives of the project were met; and
- (i) bibliography.

"Grant" means the amount set out in the Schedule provided by the Board to the Principal Investigator to carry out the Project

"GST" means a goods and services tax imposed on the supply of goods and services under *A New Tax System (Goods and Services Tax) Act 1999* Cth;

"Intellectual Property" means any copyright, work, design, invention, confidential information, know-how and related right;

"Interim Report" means a report using the Board's report template which contains details about the Project including:

- (a) the title of the Project;
- (b) the progress of the Project and anticipated future progress;
- (c) findings (if any);
- (d) comment as to whether the purpose and objectives of the Project are being met and, if not, why such purpose and objectives are not being met;



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- (e) comment as to whether the Project is fully and properly addressing the nature and dimension of the problem that the project is designed to address;
- (f) a statement detailing each expenditure made to the date of the report by reference to each Cost Category;
- (g) a statutory declaration by the Principal Investigator that the Principal Investigator has complied with clause 3 in all respects; and
- (h) a bank statement showing all transactions involving the Grant and a copy of all memoranda, receipts and invoices to verify the expenditure of the Grant to the date of the report.

“Project” means the research proposal set out in the Application;

“Project Intellectual Property” means any copyright or any other intellectual property right capable of protection in any Interim Report, the Final Report, or any Project results;

“Publication” or **“Publish”** means any form of public disclosure, but does not include any disclosure made by the Board in order to obtain professional advice, or any disclosure of a Thesis by the Principal Investigator to an assessor of that Thesis;

“Thesis” means a dissertation which is to be submitted a university by the Principal Investigator for examination for admission to a doctorate degree which may be related to or involve the results of the Project

1.2. In this Agreement unless the context otherwise requires:

- 1.2.1. words importing the singular include the plural and vice versa;
- 1.2.2. words importing one gender include the other gender;
- 1.2.3. references to a statute include regulations or other statutory instruments under it and consolidations, re-enactments including statutes, laws, regulations, rules or decrees brought into existence after the execution of this Agreement;
- 1.2.4. references to persons include corporations and bodies politic;
- 1.2.5. reference to a person includes the legal personal representatives, successors and assigns of that person;
- 1.2.6. references to clauses and schedules are to clauses of and schedules of this Agreement;

2. Ethical approval obtained

- 2.1. As at the Agreement Date, if the Board has determined that the Project must have any ethical approval granted by any third party before the Project can commence and the Grant paid, the Principal Investigator warrants that they have unconditionally obtained the ethical approvals.

3. The Grant

Subject to the satisfaction of the condition precedent in clause 2:

- 3.1. The Board will pay the Grant to the Principal Investigator on the Commencement Date.
- 3.2. The payment of the Grant is subject to the terms and conditions of this Agreement.
- 3.3. The Principal Investigator must only use the Grant for the purposes of the Project, in accordance with the Application and with the Cost Categories which comprise the Budget, provided that such expenditure may depart from the Cost Categories in the following circumstances:
 - 3.3.1. the amount allocated in the Budget for each Cost Category may be varied by up to 20% provided that the Budget is not exceeded; and
 - 3.3.2. the Principal Investigator obtains the prior written approval of the Board to any variation not provided for by virtue of subclause 3.3.1.
- 3.4. The Principal Investigator shall keep proper financial and accounting records which correctly show all expenditures in relation to the Project and which will allow proper accounts to be prepared and audited.
- 3.5. The Grant must be expended within Queensland as set out in the Application, unless otherwise specifically authorized in writing by the Board.

4. Commencement and supervision of Project

- 4.1. The Investigator must commence the Project on the Commencement Date.
- 4.2. Where a mentor has been required by the Board to oversee the Principal Investigator's undertaking of the Project, the Principal Investigator:
 - 4.2.1. must as soon as possible inform the Board if the mentor is unable or unwilling to perform their duties; and
 - 4.2.2. must negotiate in good faith with the Board if the Board requires another mentor to be appointed.



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5. Statements of expenditure

- 5.1. The Board may from time to time require the Principal Investigator to provide a statement detailing the expenditure of the Grant by giving written notice to the Principal Investigator.
- 5.2. The Principal Investigator must within 7 days of receipt of such a written notice provide to the Board a statement signed by the Principal Investigator detailing each item of expenditure made to the date of the statement and specifying the Cost Category to which each item of expenditure relates.
- 5.3. The statement referred to in clause 5.2 must be accompanied by a statutory declaration by the Principal Investigator declaring that the Principal Investigator has complied with clause 3 of this Agreement in all respects.

6. Interim Reports

- 6.1. The Principal Investigator must provide an Interim Report to the Board every six months from the Commencement Date of the Project until the Project is completed. The Principal Investigator, and where appointed, the mentor, must sign each report.

7. Final Report

- 7.1. The Principal Investigator must provide a Final Report to the Board within three (3) months of the conclusion of the Project. The Principal Investigator, and where appointed, the mentor, must sign the report.
- 7.2. A Final Report must be accompanied by:
 - 7.2.1. a statement in accordance with clause 5.2 and a statutory declaration by the Principal Investigator declaring that the Principal Investigator has complied with clause 3 in all respects;
 - 7.2.2. a bank statement showing all transactions involving the Grant; and
 - 7.2.3. a copy of all memoranda, receipts and invoices to verify the expenditure of all Grant funds paid by the Board to the Principal Investigator.
- 7.3. Any Interim Report and the Final Report required to be submitted to the Board by the Principal Investigator, unless the nature of the document renders it impracticable to do so, shall be delivered to the Board:
 - 7.3.1. for the Final Report only, in a format which would otherwise be capable of acceptance into a peer reviewed periodical;

- 7.3.2. in a printed form and signed by the Principal Investigator;
- 7.3.3. contain a suitable disclaimer to the effect that the opinions and findings in the Interim Report or Final Report are the opinions and findings of the Principal Investigator and not the Board; and
- 7.3.4. on a CD or disk as a readable Microsoft Word file.

8. Audit

- 8.1. The Board may, upon giving not less than 7 days' notice in writing, require the Principal Investigator to produce all financial documents relating to the Project, including bank statements and memoranda, invoices and receipts, for the purpose of an audit by a qualified auditor.
- 8.2. The auditor is to be nominated and appointed by the Board.
- 8.3. The Board will pay the auditor's fees unless the auditor's report determines that the Principal Investigator's financial records are inaccurate, the Principal Investigator has not complied with clause 3, or that the Grant has been used for some other purpose other than the Project. If the Board requires the Principal Investigator to pay any or all of the audit fees then these fees must not be paid from the Grant.

9. Investigator's covenants

- 9.1. Having regard to the purpose and objectives of the Project and the expected benefits to medical radiation technology knowledge and standards of practice as a result of the Project, the Principal Investigator must:
 - 9.1.1. faithfully and diligently undertake the Project;
 - 9.1.2. use all reasonable endeavours to ensure such purpose and objectives and expected benefits are achieved; and
 - 9.1.3. forthwith notify the Board in writing of any fact or circumstance which may adversely affect the completion or anticipated outcome of the Project.
- 9.2. The Principal Investigator warrants to the Board that they:
 - 9.2.1. are or will be unconditionally registered with the Board prior to the Commencement Date;



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- 9.2.2. have at least 12 months full time (or 12 months full time equivalent) practice in the profession;
- 9.2.3. they are not subject to any disciplinary proceedings or any preliminary investigations or action that may lead to disciplinary proceedings whether in Queensland or elsewhere;
- 9.2.4. they are not aware, to the best of their knowledge, of any conduct they may have engaged in which may result in disciplinary proceedings or an investigation or action that may lead to disciplinary proceedings whether in Queensland or elsewhere; and
- 9.2.5. there is no impediment, financial or otherwise, to the Principal Investigator fulfilling their obligations under this Agreement.

10. Intellectual Property

- 10.1. The Principal Investigator grants to the Board a non-exclusive, perpetual, royalty free licence to reproduce the Project Intellectual Property for its non-commercial internal purposes.
- 10.2. The Board will not Publish any Project Intellectual Property until the Principal Investigator has had a reasonable opportunity to first Publish the Project Intellectual Property in a forum of their choosing.

11. Publication

- 11.1. The Investigator shall ensure that any Publication relating to the Project acknowledges:
 - 11.1.1. that the Project has been supported by a Grant from the Board; and
 - 11.1.2. that the views expressed do not necessarily represent the views of the Board or the members of the Board.
- 11.2. The Principal Investigator shall ensure that any Publication gives an accurate account of the Project.
- 11.3. The Principal Investigator shall provide a copy of any Publication relating to the Project to the Board as soon as practicable prior to publishing the Publication.'

12. Termination of Grant

- 12.1. The Board may, in its absolute discretion, terminate this Agreement in any of the following circumstances:

- 12.1.1. the Principal Investigator fails to perform, observe or fulfill any one or more of their covenants, obligations, requirements or provisions expressed or implied in this Agreement, unless the non-performance or non-observance has been varied or excused by the Board in writing;
- 12.1.2. upon the death of the Principal Investigator, if an alternate Principal Investigator of similar ability and competency can not reasonably be found to finish the Project;
- 12.1.3. if the Principal Investigator is subject to any order for bankruptcy;
- 12.1.4. if the Project is likely to bring the Board or the profession into disrepute; or
- 12.1.5. if it is unlikely that the Principal Investigator will complete the Project on or before the Completion Date, unless the Principal Investigator has received the Board's written consent to an extension of the Completion Date.

12.2. If the Board elects to terminate this Agreement, the Board shall give written notice to the Principal Investigator specifying which circumstance or circumstances in clause 12.1 are relied upon by the Board.

12.3. Upon termination of this Agreement by the Board, the Principal Investigator must forthwith repay to the Board all of the Grant not expended, not contractually required to be paid to a third party at a future date, or not properly expended according to this Agreement. Any amount required to be repaid shall be deemed a liquidated debt.

13. Unexpended funds

The Principal Investigator must at the completion of the Project immediately repay to the Board any Grant funds that were not expended, unless the Board authorises in writing their expenditure for another purpose.

14. Relationship between the parties

Nothing in this Agreement shall be construed to create the relationship between the Board and the Principal Investigator, or the Board and any other person connected with the Project of employer/ employee, master/servant, partnership or joint venture partners.



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15. Service of notices

- 15.1. Any notice required to be given by either party to the other party pursuant to this Agreement shall be in writing and (if in hardcopy format) signed by or on behalf of that party and may be served by:
 - 15.1.1. sending to the email address contained in the Schedule; or
 - 15.1.2. if in hardcopy format, posting by prepaid ordinary post to the address set out in the Schedule.
- 15.2. The parties may change their address for service notified in the Schedule by giving written notice to the other party in accordance with this subclause.
- 15.3. A notice posted by prepaid ordinary post shall be deemed to have been received at the time when by ordinary course of post the notice would be delivered.

16. Severability

If any part of this Agreement is found to be void, voidable or illegal or unenforceable then that part shall be severable from and shall not affect or derogate from the enforceability or validity of the rest of this Agreement.

17. Entire Agreement

This Agreement constitutes the entire understanding of the parties on the subject matter herein and supersedes any and all other representations or statements by a party or its officers and employees, whether oral or in writing, made prior to this Agreement.

18. Amendment

Any amendment or alterations to this Agreement shall have effect only upon being made in writing and executed by the parties.

19. Governing Law and Jurisdiction

This Agreement shall in all respects be construed as an agreement made in the State of Queensland and subject to the laws of the State of Queensland.

20. Goods and Services Tax

- 20.1. This clause applies if the Principal Investigator becomes liable to pay GST in relation to any supply under this Agreement ("taxable supply").
- 20.2. From the date when the Principal Investigator becomes liable for GST in respect of any taxable supply provided to the Board under this Agreement the Principal Investigator is entitled to require the Board to pay and the Board shall be liable under the Agreement for the GST paid or payable by the

Principal Investigator with respect to any taxable supply under this Agreement as calculated.

- 20.3. The recovery by the Principal Investigator from the Board of any amount in respect of GST is subject to:

- 20.3.1. the Principal Investigator being registered or being required to be registered for GST purposes at the time of making each supply under this Agreement; and

- 20.3.2. the Principal Investigator issuing to the Board a valid tax invoice for the purposes of GST laws for each supply in respect of which GST is claimed.



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SCHEDULE

Grant

Commencement Date

End Date

ADDRESSES FOR SERVICE

THE BOARD

Attention of:

Address:

Telephone No:

Fax No:

Email:

THE PRINCIPAL INVESTIGATOR

Name:

Address:

Telephone No:

Fax No:

Email:



ANNEXURE 1

The Application



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Signed as an agreement:

SIGNED for and on behalf of the **Medical Radiation Therapists
Board Chairperson of Queensland by its Chairperson**

on _____ day of _____ 200 ____ .

in the presence of:

(Print name of witness)

SIGNED by the Principal Investigator
on _____ day of _____ 200 ____

(Print name of witness)

Chairperson

Witness

Principal Investigator

Witness