



**ADVANCE** **QUEENSLAND**  
**SPORT SCIENCE CHALLENGE**  
**FINANCIAL INCENTIVE AGREEMENT**  
**TERMS AND CONDITIONS**  
(version 2017-18)

These Terms and Conditions form part of the Agreement made

**BETWEEN**

**STATE OF QUEENSLAND** acting through the Department of Science, Information Technology and Innovation (ABN 41 841 375 926) (“the Department”)

**AND**

**THE RECIPIENT** named in the Application as the applicant organisation (“the Recipient”)

**BACKGROUND:**

The Queensland Government has established the Advance Queensland Sport Science Challenge to provide funding assistance to support collaborative science-based projects that will deliver tangible outcomes for the State’s sporting community and the broader Queensland population.

**1. Relationship between the Parties**

- 1.1 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.
- 1.2 This Agreement starts on the Agreement Execution Date and ends on the Agreement End Date.

**2. Recipient Obligations**

- 2.1 The Recipient agrees to undertake the Project in accordance with this Agreement.
- 2.2 In undertaking the Project, the Recipient must:
  - (a) exercise reasonable diligence, care and skill;
  - (b) make the Recipient’s Contribution, if any;
  - (c) expend the Funding in accordance with the Project Plan;
  - (d) ensure the Partner Organisation(s) participates in the Project;

- (e) ensure the Partner Organisation(s) makes the Partner Contribution, if any, to the Project;
- (f) complete the Milestone Deliverables by the relevant Milestone due dates outlined in Schedule 3;
- (g) provide required Reports, information, Financial Acquittal Statements and valid tax invoices as required by the Agreement;
- (h) ensure the activities set out in the Project Plan are completed as outlined in Schedule 2;
- (i) notify the Department of any matter which may affect the Recipient’s eligibility for Funding under the Guidelines including, but not limited to, cessation of the Project;
- (j) not assign, transfer or subcontract its obligations;
- (k) notify the Department of any breach of these terms or any matter that may affect the performance of the Agreement or the Project Plan; and
- (l) comply with all relevant laws.

**3. Reporting, deliverables, records, access and audit**

- 3.1 The Recipient agrees to:
  - (a) submit the Reports by their due dates;
  - (b) submit a Progress Report if the Project ends prematurely or if there are significant changes to the Project described in the Application;
  - (c) maintain records of the expenditure of the Funding;
  - (d) provide Financial Acquittal Statements in relation to expenditure of the Funding as required in Schedule 3;
  - (e) provide evidence of the receipt of Recipient Contributions and Partner Contributions, if any, for the Project, if requested by the Department;
  - (f) provide information to the Department regarding the outcomes of the Project up to 24 months after submitting the Final Report, if requested by the Department;
  - (g) provide any information reasonably requested by the Department, including the completion of surveys about the Project; and
  - (h) allow the Department’s employees, contractors and agents to access the premises and inspect records and documentation related to the Agreement and/or audit the performance of the Agreement, upon reasonable notice.

## 4. Payment

- 4.1 The Department agrees to pay the Funding to the Recipient on the Recipient:
- (a) completing the relevant activities set out in the Project Plan;
  - (b) achieving the relevant Milestone Deliverables;
  - (b) providing the relevant Recipient Contribution and receiving the relevant Partner Contributions, if any;
  - (d) providing any Reports, surveys and financial statements due in accordance with the Agreement;
  - (e) providing the Department with a correctly rendered tax invoice; and
  - (f) complying with this Agreement to the Department's reasonable satisfaction.
- 4.2 The Department may by notice withhold payment of any amount where it reasonably believes the Recipient has not complied with this Agreement or is unable or unwilling to undertake any part of the Project or the Agreement.
- 4.3 A notice under clause 4.2 will contain the reasons for any payment being withheld and the steps the Recipient can take to address those reasons.
- 4.4 The Department will pay the withheld amount once the Recipient has satisfactorily addressed the reasons contained in a notice under clause 4.2.
- 4.5 The Department may defer or reduce the amount of a payment where a Report or Financial Acquittal Statement reveals that the Recipient holds unspent Funding. The Department will pay the deferred or withheld Funding upon receiving evidence of expenditure of the unspent Funding.

## 5. Repayment

- 5.1 If any of the Funding has been spent other than in accordance with this Agreement or any amount of the Funding is additional to the requirements of the Project, the Recipient agrees to repay that amount to the Department.
- 5.2 The amount to be repaid under clause 5.1 may be deducted by the Department from subsequent payments of the Funding.

## 6. Intellectual Property Rights

- 6.1 Nothing in this Agreement affects the ownership of Intellectual Property Rights in Material produced prior to, or independently of, this Agreement.

- 6.2 Subject to 6.3, the Department hereby expressly disclaims any legal or equitable interest in Project Material.
- 6.3 Intellectual Property Rights in Reports vest upon creation in the Department.

## 7. Acknowledgements

- 7.1 The Recipient agrees to acknowledge the Department's support in Public Statements published in connection with this Agreement.
- 7.2 The Department may publicly disclose the name of the Recipient, amount of Funding and the general details of the Project, including the agreed outcomes and names of Partner Organisations, subject to notified commercial-in-confidence restrictions.
- 7.3 The Parties agree to make their officers available for media opportunities.

## 8. Privacy

- 8.1 When dealing with Personal Information in performing their obligations, the Parties agree not to do anything which, if done by the Department, would be a breach of an Information Privacy Principle.

## 9. Confidentiality

- 9.1 A Receiver of Confidential Information:
- (a) must not, without the prior approval of the Discloser, use, make public or disclose to any person any Confidential Information;
  - (b) must immediately notify the Discloser if it becomes aware of any unauthorised use of disclosure of the Confidential Information;
  - (c) must keep all Confidential Information in a secure location so that no unauthorised person is able to gain access to it;
  - (d) may disclose Confidential Information only:
    - (i) to its personnel who are aware that the Confidential Information is confidential and are subject to the same obligations of confidentiality as the Receiver and only to the extent necessary to exercise its rights and perform its obligations under this Agreement;
    - (ii) to the extent required by law, provided that the Receiver must use its best endeavours to immediately notify the Discloser prior to the information being disclosed; and
    - (iii) to the Receiver's professional advisers;
  - (e) will ensure that its personnel comply with any obligations of confidentiality in relation

to the Confidential Information and will enforce those obligations in case of breach.

## 10. Dispute resolution

- 10.1 The Parties agree not to initiate legal proceedings in relation to a dispute unless they have tried and failed to resolve the dispute by negotiation.
- 10.2 The Parties agree to continue to perform their respective obligations under this Agreement while a dispute exists.
- 10.3 The procedure for dispute resolution does not apply to action relating to termination or urgent interlocutory relief.

## 11. Termination for default

- 11.1 The Department may terminate this Agreement immediately by notice where it reasonably believes the Recipient:
  - (a) has breached this Agreement, if the Department reasonably considers such breach is not capable of remedy;
  - (b) has submitted information in, or in support of the Application, which is found to have been false or misleading;
  - (c) has failed to maintain satisfactory progress towards completion of the Project;
  - (d) has become ineligible for Funding under the Guidelines attached in Schedule 4;
  - (e) has withdrawn from the Project; or
  - (f) has become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.
- 11.2 The Department may immediately terminate this Agreement by notice, if the Recipient has failed to remedy a breach of the Agreement within 20 business days of service of a notice on the Recipient detailing the breach.
- 11.3 Upon termination or expiration of the Agreement, the Recipient must deliver to the Department (within 20 business days):
  - (a) all Reports due under the Agreement at the date of termination or expiration;
  - (b) the pro-rata amount of the Funding, calculated from the date of termination or expiration to the Project Completion Date that the Recipient is not entitled to; and
  - (c) any unspent or legally uncommitted Funding, or Funding not spent in accordance with the Agreement, which will be a debt due to and recoverable by the Department.

## 12. Termination for convenience

- 12.1 The Department may terminate this Agreement by 20 business days' notice, due to a change in government policy.
- 12.2 The Recipient agrees on receipt of a notice of termination under clause 12.1, to stop the performance of its obligations as specified in the notice, and take all available steps to minimise loss resulting from that termination.
- 12.3 In the event of termination under clause 12.1, the Department will be liable only to:
  - (a) pay any part of the Funding due and owing for activities satisfactorily performed, to the Recipient under the Agreement at the date of the notice; and
  - (b) reimburse any reasonable expenses the Recipient unavoidably incurs that relate directly to the termination and are not covered by 12.3(a).
- 12.4 The Department's liability to pay any amount under this clause:
  - (a) is subject to the Recipient's compliance with this Agreement; and
  - (b) will not exceed the total amount of the Funding payable pursuant to this Agreement.

## 13. Indemnities

- 13.1 Subject to clause 13.4, the Department's liability in connection with this Agreement is limited in aggregate to the Funding amount.
- 13.2 The Recipient is liable for and indemnifies the Department against any claim, loss or damage arising in connection with:
  - (a) the Project
  - (b) the Recipient and its employees, contractors and agents acts or omissions; or
  - (c) the Recipient's breach of the Agreement.
- 13.3 The Recipient's obligation to indemnify the Department will reduce proportionally to the extent any act or omission involving fault on the part of the Department contributed to the claim, loss or damage.
- 13.4 Neither Party will, in any circumstances, be liable for any loss of revenue, profit, opportunity, goodwill, reputation or any indirect or consequential loss of the other Party in connection with the Agreement.

## 14. Insurance

- 14.1 The Recipient agrees to maintain adequate insurance including at least \$10 million public liability insurance and workers compensation insurance, for the duration of the Agreement.
- 14.2 The Recipient must provide evidence of this insurance, if requested by the Department.

## 15. GST

- 15.1 Unless otherwise stated, all amounts payable are exclusive of GST.
- 15.2 A Party need not make a payment for a taxable supply until it receives a tax invoice (or adjustment note) for that supply.
- 15.3 The Parties agree to use all reasonable endeavours to assist each other in meeting their lawful obligations under the GST law.

## 16. General

- 16.1 **Governing Law** – The Agreement is governed by the law of the State of Queensland and the Parties agree to submit to the jurisdiction of the courts of the State of Queensland.
- 16.2 **Entire Agreement** – The Agreement constitutes the entire agreement between the Parties and supersedes all communications and negotiations (oral or written) between the Parties.
- 16.3 **Waiver** – No right under this Agreement will be deemed to be waived except by notice in writing agreed by the waiving Party. A failure by a Party to enforce any provision of the Agreement will not constitute a waiver of that Party's rights.
- 16.4 **Severability** – The invalidity or unenforceability of any provision of the Agreement does not invalidate the remaining provisions. Any illegal or invalid provision will be severable and all other provisions will remain in effect.
- 16.5 **Variation** – This Agreement may be varied in writing only, signed by the Parties.
- 16.6 **Force Majeure** – The time for a Party to meet its obligations under this Agreement may be suspended or extended in the event of a Force Majeure, but for no longer than the duration of the Force Majeure. The Party so affected will immediately give notice to the other Party in writing of the Force Majeure.

## 17. Definitions

- 17.1 In this Agreement, unless the contrary appears:

**Agreement** means these Terms and Conditions including the Schedules, the Guidelines and the Application.

**Agreement End Date** means the date on which this Agreement will end, as specified in Item 7 of Schedule 1.

**Agreement Execution Date** means the date the last Party signs the Agreement.

**Application** means the Advance Queensland Sport Science Challenge funding application

document submitted by the Recipient and any annexures to it, and attached in Schedule 5.

**Confidential Information** of a Party ("the Discloser") means information belonging to the Discloser and its activities of which the other Party ("the Receiver") becomes aware in connection with this Agreement or in the course of the Project that by its nature is confidential, is communicated as confidential or the Receiver knows or ought to know is confidential and includes information:

- (a) relating to any Intellectual Property Rights of the Discloser;
- (b) relating to the internal management and structure of the Discloser or the personnel, internal policies and strategies of the Discloser;
- (c) that is of actual or potential commercial value to the Discloser; or
- (d) concerning the commercial operations, financial arrangements or affairs of the Discloser;
- (e) concerning the clients, affiliates and suppliers of the Discloser; but does not include information
- (f) which is publically known, other than by breach of this Agreement; or
- (g) is lawfully received from a third party, from the Discloser prior to any obligation of confidentiality, or independently developed by a Party; or
- (h) that a Party is required by law, or by this Agreement, to disclose.

**Contact Officer** means the person specified as the point of contact for each Party in Item 13 of Schedule 1 or as otherwise notified by one Party to the other Party from time to time in writing.

**Department** means the State of Queensland as represented by the Department of Science, Information Technology and Innovation, and includes, where relevant, its officers, employees, contractors and agents.

**Eligible Project Costs** means those Project costs paid for from the Funding in accordance with eligible items described in Item 12 of Schedule 1.

**Final Report** means a Progress Report plus the following additional information:

- (a) outline of the Project from the Project Commencement Date to the date of the Final Report;
- (b) a summary of the key achievements and

- outcomes of the Project;
- (c) an outline of how the Project has contributed to the Recipient's future development, and benefited Queensland; and
  - (d) any other information reasonably requested by the Department.

**Financial Acquittal Statement** means an official financial statement detailing all expenditure of Funding on Eligible Project Costs including invoices from suppliers and bank statements showing Project expenditure.

**Force Majeure** means any circumstances beyond the reasonable control of a Party which results in that Party being unable to observe or perform on time an obligation under this Agreement including but not limited to:

- (a) acts of God, lightning, industrial disputes beyond the reasonable control of a Party, earthquakes, floods, storms, explosions, fires and any natural disaster;
- (b) acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution; and
- (c) industrial strikes.

**Funding** means the money, or any part of it, payable by the Department to the Recipient as specified in Item 8 of Schedule 1.

**Guidelines** means the Advance Queensland Sport Science Challenge guidelines document published by the Department, and attached in Schedule 4.

**Information Privacy Principle** has the same meaning as in the *Information Privacy Act 2009*.

**Intellectual Property Rights** means any:

- (a) invention or discovery;
- (b) manner, method or process of manufacture;
- (c) drawing or design;
- (d) improvement;
- (e) patent, application for a patent, or right to apply for a patent;
- (f) common law or registered trademark; and
- (g) copyright or other rights in the nature of copyright subsisting in any works including reports, software and circuit layouts.

**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.

**Milestone Deliverable** means the performance criteria set out in Schedule 3 which must be achieved before the corresponding instalment of Funding will be paid.

**Partner Contribution** means the cash contribution, if any, to the Project by each partner as set out in Item 11 of Schedule 1.

**Partner Organisation** means a Queensland-based business or end-user organisation capable of progressing the translation and practical application of the Project outcomes and identified as a partner in the Application and set out in Item 9 of Schedule 1.

**Party** means the Recipient or the Department, as the context requires.

**Personal Information** has the same meaning as in the *Information Privacy Act 2009*.

**Progress Report** means a written report on Project activity including the following information:

- (a) an outline of the relevant completed activities in the Project Plan;
- (b) details of Project staffing, including the names of staff, their position and their full-time equivalence employment status;
- (c) the completion rate of the relevant activities under the Project Plan;
- (d) a statement of the Project outcomes achieved including:
  - (i) progress in product development;
  - (ii) number of collaborative connections;
  - (iii) leads and/or sales generated;
  - (iv) new jobs created; and
  - (v) capability improvements; and
- (e) any other information reasonably requested by the Department.

**Project** means the Advance Queensland Sport Science Challenge project outlined in the Application and described in Schedule 1.

**Project Commencement Date** means the date specified in Item 4 of Schedule 1 of the Agreement being the date the Project starts.

**Project Completion Date** means the date specified in Item 5 of Schedule 1 of the Agreement being the date for completing the Project.

**Project Material** means all the material including but not limited to documents, computer software, and data stored by any means which is created by the Recipient, and the Partner Organisation if applicable, in the course of undertaking the Project.

**Project Plan** means a project plan and project budget based on the proposal set out in the Application, including but not limited to:

- (a) planned activities with aims and outcomes achievable within set timeframes; and
- (b) estimated costs against key activity areas including identification of funding sources including Funding, Recipient and Partner Contributions (if any),

as set out in Schedule 2.

**Public Statement** means any formal statement or address by the Recipient or on the Recipient's behalf in relation to the Project which is intended for the public domain, including:

- (a) media releases about the Project;
- (b) discussions about the Project with television or newspaper journalists;
- (c) presentations at conferences about the Project;
- (d) promotional and advertising material; and
- (e) any recording or publication resulting from the Project which is intended to be distributed into the public domain.

**Recipient** means the legal entity specified in the Application to carry out the Project and includes, where relevant, its officers, employees, contractors and agents.

**Recipient Contribution** means the amount of Recipient organisation's own cash funds contributed, if any, to the Project as set out in Item 10 of Schedule 1.

**Report** means a written report the Recipient is required to prepare and submit to the Department, in a format notified by the Department, and includes a Progress Report and Final Report.

**Schedule** means a schedule to the Terms and Conditions.

**Terms and Conditions** means the terms and conditions contained in this document.

17.2 In these Terms and Conditions, except where the context otherwise requires:

- (a) a reference to a Party, includes the Party's executors, administrators, successors, and substitutes;
- (b) the meaning of general words is not limited by specific examples;
- (c) a reference to a government entity includes any successor or replacement government entity;
- (d) a reference to a document includes the document as altered, amended or replaced

from time to time;

- (e) a rule of construction does not apply to the disadvantage of a Party because that Party drafted the Terms and Conditions;
- (f) where an obligation must be performed on a day that is not a business day, the obligation must be performed on or by the next business day; and
- (g) a reference to "\$" or "dollars" means Australian dollars.

## 18. Notices

18.1 The Parties nominate the persons identified in Item 13 of Schedule 1 as the Contact Officers for the day to day management of this Agreement.

18.2 The Parties agree to notify the other Party of anything reasonably likely to affect the performance of the Project or this Agreement, or as otherwise required under this Agreement.

18.3 A notice under this Agreement must be in writing, and sent to the Party at their address specified in Item 13 of Schedule 1.

## 19. Survival

19.1 The following clauses survive the termination or expiry of this Agreement:

- (a) Clause 3 - Reporting, deliverables, records, access and audit
- (b) Clause 5 - Repayment
- (c) Clause 6 - Intellectual Property Rights
- (d) Clause 7 - Acknowledgements
- (e) Clause 8 - Privacy
- (f) Clause 9 - Confidentiality
- (g) Clause 11 - Termination for default
- (h) Clause 12 - Termination for convenience
- (i) Clause 13 - Indemnities
- (j) Clause 15 - GST
- (k) Clause 16 - General, and
- (l) Clause 19 - Survival.

**SCHEDULE 1 – PROJECT DETAILS**

<b>1.</b>	<b>Recipient</b>	<i>The Applicant Organisation named in the Application.</i>
<b>2.</b>	<b>Project title</b>	
<b>3.</b>	<b>Project description</b>	
<b>4.</b>	<b>Project Commencement Date</b>	<i>A date within 60 days of the Agreement Execution Date</i>
<b>5.</b>	<b>Project Completion Date</b>	<i>12 months from the Project Commencement Date</i>
<b>6.</b>	<b>Agreement Execution Date</b>	The date this Agreement is signed by the last Party to sign this Agreement
<b>7.</b>	<b>Agreement End Date</b>	The date six months after the date of submission of a satisfactory Final Report by the Recipient.
<b>8.</b>	<b>Funding</b>	\$XX (excluding GST)
<b>9.</b>	<b>Partner Organisation</b>	
<b>10.</b>	<b>Recipient Contribution</b> <i>(if applicable)</i>	\$XX (excluding GST) in cash over the term of the Project
<b>11.</b>	<b>Partner Contribution(s)</b> <i>(if applicable)</i>	<b>Partner 1:</b> \$XX (excluding GST) in cash over the term of the Project <b>Partner 2:</b> \$XX (excluding GST) in cash over the term of the Project
<b>12.</b>	<b>Eligible Project Costs</b>	Eligible Project Costs are: <ul style="list-style-type: none"> <li>(a) where the Recipient is a company with 20 or more full time equivalent staff, direct salary costs for NEW staff and contractors working on activities detailed in the Project Plan;</li> <li>(b) where the Recipient is a company with less than or equal to 20 full time equivalent staff, direct salary costs for staff and contractors of the Recipient working on activities detailed in the Project Plan;</li> <li>(c) services including testing, design, research and other professional services provided by third parties not related to the Recipient;</li> <li>(d) limited legal and intellectual professional costs detailed in the Project Plan capped at \$10,000 excluding GST;</li> <li>(e) consumables used directly for activities detailed in the Project Plan; and travel-related costs necessary to undertake activities detailed in the Project Plan capped at \$5,000 excluding GST.</li> </ul>
<b>13.</b>	<b>Contact Officers</b>	<b>For the Department:</b> Stephen Lamb Director Contract and Investment Management Department of Science, Information Technology and Innovation (Science Development) Level 3, EcoSciences Precinct Block B 41 Boggo Road, Dutton Park QLD 4102 GPO BOX 5078, Brisbane QLD 4001 Telephone: (07) 3170 5865

		<p><a href="mailto:sciencefunding@dsiti.qld.gov.au">sciencefunding@dsiti.qld.gov.au</a></p> <p><b>For the Recipient:</b></p>
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## **SCHEDULE 2 – PROJECT PLAN**

BASED ON SCHEDULE IN APPLICATION

**SCHEDULE 3 – AGREEMENT MILESTONES**

	<b>Milestone Deliverables</b>	<b>Milestone due date</b>	<b>Outcome of successful completion</b>
<b>1</b>	<ul style="list-style-type: none"> <li>The approval of the Application as evidenced by the execution of the Agreement by the delegated officer from the Department</li> <li>Confirmation of the details in Schedule 1 (Project Details) and Schedule 2 (Project Plan)</li> <li>The provision of a valid tax invoice</li> </ul>	Following the approval of the Application by the Department, or the Commencement Date, whichever is the later	The release of payment 1: \$XX (excluding GST)
<b>2</b>	<ul style="list-style-type: none"> <li>The submission of a satisfactory <b>Progress Report</b></li> <li>The submission of a Financial Acquittal Statement clearly documenting the expenditure of the Funding to the date of the Progress Report</li> <li>The provision of details of the amount of Recipient Contribution and Partner Contribution, if any, received for the Project to the date of the Progress Report</li> <li>The provision of a valid tax invoice</li> </ul>	6 months after the Project Commencement Date	The release of payment 2: \$XX (excluding GST)
<b>3</b>	<ul style="list-style-type: none"> <li>The submission of a satisfactory <b>Final Report</b></li> <li>The submission of a Financial Acquittal Statement clearly documenting the expenditure of the Funding to the date of the Final Report</li> <li>The provision of details of the amount of Recipient Contribution and Partner Contribution, if any, received for the Project to the date of the Final Report</li> <li>The provision of a valid tax invoice</li> </ul>	12 months after the Project Commencement Date	The release of payment 3: \$XX (excluding GST)

## **SCHEDULE 4 – GUIDELINES**

## **SCHEDULE 5 – APPLICATION**

# FOR REFERENCE ONLY

**For successful applicants, this page (submitted with the application) becomes the Financial Incentive Agreement execution page.**



## ADVANCE QUEENSLAND SPORT SCIENCE CHALLENGE FINANCIAL INCENTIVE AGREEMENT DECLARATION

### APPLICANT ORGANISATION

With reference to the Application for Funding under the Advance Queensland Sport Science Challenge to be undertaken, I, an authorised representative of the Applicant Organisation:

1. authorise the Department of Science, Information Technology and Innovation (“the Department”) to undertake any necessary checks necessary to assess the Application, subject to any written notification as to confidentiality provided to the Department;
2. declare that:
  - (a) the information supplied in our Advance Queensland Sport Science Challenge Application is true, accurate and not misleading to the best of our knowledge;
  - (b) we have received no guarantees or assurances that our Advance Queensland Sport Science Challenge Application will be approved by the Queensland Government;
3. acknowledge that if our Advance Queensland Sport Science Challenge Application is successful we will be bound by the Advance Queensland Sport Science Challenge Financial Incentive Agreement Terms and Conditions (version 2016-17), a copy of which was available on the Department’s website when we completed this Application;
4. agree that when the Department’s Financial Incentive Agreement execution page is signed by the Department’s delegated officer, a legally binding agreement will exist between our organisation and the State of Queensland (represented by the Department) consisting of the following:
  - (a) the Advance Queensland Sport Science Challenge Application and any supporting information,
  - (b) the Advance Queensland Sport Science Challenge Guidelines, and
  - (c) the Advance Queensland Sport Science Challenge Financial Incentive Agreement Terms and Conditions (version 2016-17).

SIGNED for and on behalf of the **Applicant Organisation**:

.....  
*Applicant Organisation  
representative’s name*

.....  
*Applicant Organisation’s  
representative’s signature*

.....  
*Date*

in the presence of:

.....  
*name of witness*

.....  
*signature of witness*

# FOR REFERENCE ONLY



## ADVANCE QUEENSLAND SPORT SCIENCE CHALLENGE

### FINANCIAL INCENTIVE AGREEMENT EXECUTION PAGE

#### DEPARTMENT OF SCIENCE, INFORMATION TECHNOLOGY AND INNOVATION

*The following section will be completed if the Application for an Advance Queensland Sport Science Challenge is **successful**. Once signed by the delegated departmental officer a legally binding agreement will be created between the Recipient (the Applicant Organisation named in the Application) and the State of Queensland (represented by the Department), such agreement consisting of the Application and any supporting information, the Advance Queensland Sport Science Challenge Guidelines and the Advance Queensland Sport Science Challenge Financial Incentive Agreement Terms and Conditions (version 2016-17).*

**Recipient's Name:**

**Application Number:**

The State of Queensland through the Department of Science, Information Technology and Innovation ("the Department", ABN: 41 841 375 926) approves Advance Queensland Sport Science Challenge funding not exceeding the amount of \$[Department to insert funding] (excluding GST) to be awarded to the Recipient to undertake the project outlined in the Application.

By signing this page the State of Queensland (represented by the Department) enters into a legally binding agreement with the Recipient consisting of:

- (a) the Advance Queensland Sport Science Challenge Application and any supporting information,
- (b) the Advance Queensland Sport Science Challenge Guidelines, and
- (c) the Advance Queensland Sport Science Challenge Financial Incentive Agreement Terms and Conditions (version 2016-17).

.....  
*Department representative's name*

.....  
*Department representative's signature*

.....  
*date*

in the presence of:

.....  
*name of witness*

.....  
*signature of witness*