

**THE ROYAL AUSTRALASIAN COLLEGE OF PHYSICIANS
(‘College’)**

**AWARD TERMS & CONDITIONS
for the following:
Research Establishment Fellowships
(each an ‘Award’)**

These terms and conditions apply to each and every application for an Award and, this document sets out the terms and conditions upon which the College provides the Award to the Recipient.

1. Applications

- 1.1. Applications for any Award must be made to the College:
 - a) using the online application system; and
 - b) address how the applicant meets each of the eligibility criteria for that Award, or why a certain eligibility criteria should not apply.
- 1.2. Applicants who do not reside in Australia or New Zealand will be considered, but applicants who reside in Australia or New Zealand will be given priority, unless the applicant is undertaking research or study overseas and is applying for a second or third year of funding.
- 1.3. Applications must be submitted to the College by the closing date and time advised by the College.

2. Assessment

- 2.1. The College assesses and grants the Awards in its sole discretion.
- 2.2. All Awards are assessed on the merit of the application and the information in it.
- 2.3. The College may, in its sole discretion, reject any application at any time during the assessment process for any reason, including but not limited to:
 - a) the application is not competitive;
 - b) the application is incomplete or misleading;
 - c) the application contains incorrect information; or
 - d) the application does not comply with eligibility criteria for that Award.
- 2.4. Applicants who wish to undertake research on a part-time basis will be considered unless otherwise stipulated in the criteria for the relevant Award. In relation to Awards offering multiple year funding, applications for full time research will be given priority.
- 2.5. Applicants who are already RACP Award recipients, and who are eligible and applying for a second year of funding, must provide a satisfactory written progress report.
- 2.6. Applicants may only receive awards from within this category for up to two successive years

3. All decisions are final

- 3.1. All decisions in relation to any aspect of the Awards or these terms and conditions are made at the sole discretion of the College and are final.
- 3.2. Correspondence will not be entered into.
- 3.3. Decisions made in relation to any aspect of the Awards or these terms and conditions are not subject to reconsideration, review, or appeal.
- 3.4. The College is under no obligation to offer any Award and may withdraw any Award at any time for any reason in its sole discretion.
- 3.5. **Donor Funded Awards.** Where an Award is funded by donations promised by a third party, either in part or in full, the College is under no obligation to make the Award if the donation is not provided as promised.

4. Acceptance and taking up of an Award

- 4.1. To take up an Award, any recipient must:
 - a) accept any Award in writing;
 - b) agree to comply with these terms and conditions;
 - c) provide the College with the signed payment form provided by the College giving confirmation by an officer of the institution nominated in their application that:
 - i. the recipient has been accepted by the institution;
 - ii. that the institution agrees to provide an invoice for the relevant amount and to administer the funds; and
 - iii. the institution has been provided with a copy of the Terms and Conditions of the Award;
- 4.2. If the work to be done with funds from an Award is a research project that requires approval by a Research Ethics Committee, evidence of that approval must be provided at the time of the application for the Award, or (if approval is not yet available) before the payment of the Award.
- 4.3. Any Award must be taken up:
 - a) in the year for which it is Awarded;
 - b) working in and with the institution or institutions nominated in the relevant application for more than 60% of the recipient's time; and
 - c) for the purpose specified in the application
- 4.4. Any change to the project or program of study, including budget variations and other financial support, must be submitted immediately for approval by the College in accordance with clause 5.
- 4.5. Recipients of Awards may not receive more than one College Award at any one time, but this does not include prizes given for meritorious achievement or performance or excellence.
- 4.6. Recipients of Awards may only use all or part of their Award for travel in accordance with the information set out in their application (and any amendment made under clause 5).

5. Amendments and Deferrals

- 5.1. Any request to amend the terms or conditions of an Award, including any request to defer an Award, must be made
 - a) in writing to the College;
 - b) setting out the reasons for the request; and
 - c) supported by substantive documentation which has been verified in accordance with College requirements (contact the RACP Foundation).
- 5.2. Any such request will be considered by the College on a case by case basis and will be determined by the College in its sole discretion
- 5.3. Only one deferral is permitted, with the maximum period allowable being 12 months.

6. Payment

- 6.1. Before any payment of an Award is made by the College, and at least one month before the date of the commencement of their research, recipients must provide the College with all documentation it requires, verified in accordance with College requirements (contact the RACP Foundation).
- 6.2. An Award will only be paid in the year for which it is awarded, unless otherwise agreed by the College in writing.
- 6.3. All Awards of \$20,000 or more, or which are nominated by the College to be subject to this requirement, will be paid to the nominated institution or institutions, and not to individual recipients.
- 6.4. Awards under \$20,000 will be paid directly to the recipient who must provide bank details.
- 6.5. Payments will not be made more than one month prior to the advised start date of proposed research or study unless otherwise agreed by the College in writing.
- 6.6. Payment processing by the College may take up to four weeks from receipt of invoice.
- 6.7. It is the responsibility of the recipient of any Award to seek their own advice on tax matters, and no tax advice can or will be provided by the College.

7. Joint Funding

- 7.1. Recipients of Awards may not accept additional funding from other institutions unless the College agrees in writing.
- 7.2. Any application for joint funding of Awards must be made to the College:
 - a) in writing;
 - b) in the approved form; and
 - c) setting out the reasons for the request and a budget; and
 - d) supported by substantive documentation which has been verified in accordance with College requirements (contact the RACP Foundation); and
 - e) the Award from the College must be acknowledged as a funding source; and
 - f) will be determined by the College in its sole discretion. The decision of the College is final and is not subject to reconsideration, review or appeal.

8. Obligations of Recipients

8.1 Recipients must:

- a. Upon acceptance of the Award, provide a letter of gratitude, through the College, to the donor including their background and an outline of their project;
- b. Upon completion of the Award, provide a letter, through the College, to the donor providing details explaining how the Award has assisted the recipient's project or program of study;
- c. Submit a written progress report to the College on completion of the Award or at the end of each funding year for Awards of more than one year using the prescribed template and in a manner that is suitable for a general medical audience, which will be uploaded to the College website and may be used in College publications and provided to the donor(s) responsible for the Award;
- d. Upon completion of the Award, the Administering Institution must submit a written declaration to the College that the funds were used appropriately (i.e., according to the terms and conditions of the grant) and only for the grant recipient's project.
- e. Respond promptly and completely to any survey by the College for up to five years after the Award has completed;
- f. Co-operate in activities organised by the College to publicise the Award; and
- g. Not derogate or criticise the Awards or the College at any time, in public or otherwise.

8.2 Acknowledgment of the Award

- a. Any presentations and/or publications arising from work conducted during the term of the Award must acknowledge the Award and the donor of the Award as the key funding source or contributing funding source in any such presentation or publication.
Examples of our preferred acknowledgment in the format:
 - I. [Title] [Surname] was supported by a [Award Name] from the RACP Foundation
 - II. This work was supported by a [Award Name] from the RACP Foundation
- b. A reprint of any such presentation or publication must be provided to the College

9. Revocation of Awards

- 9.1. An Award may be revoked by the College if the recipient of an Award, in the opinion of the College:
 - a) fails to fulfil the purpose of the Award;
 - b) does not comply with all terms and conditions of the Award or with these terms and conditions;
 - c) fails to meet the eligibility criteria for the Award;
 - d) does work not related to the Award on a full or part time basis, unless the College has approved that part time work in writing;
 - e) fails to make satisfactory progress or to carry out the work related to the Award with competence and diligence;
 - f) fails to comply with the College Code of Conduct;
 - g) is guilty of serious misconduct, including providing inaccurate or misleading information in their application;

- h) upon death, incapacity or resignation or withdrawal from the institution nominated in the recipient's application; or
- i) if there is a material change to the circumstances or information provided in the application between the time it is submitted to the College and before the payment of the Award is made by the College

9.2. Where the College revokes an Award pursuant to 9.1 above, the College may in its sole discretion require that the recipient repay the amount of the Award to the College in part or in full.

10. Correspondence

All correspondence regarding application and outcome are to be directed to the RACP Foundation (foundation@racp.edu.au).

11. Privacy

- 11.1. The College Privacy Policy will apply.
- 11.2. The Recipient agrees to the publication on the College website of their name, the Award of which they are a recipient, and a brief description of the research to which the Award relates.

12. Audit

The grant of Awards is subject to external and internal audit for financial and accounting purposes in compliance with legislation and regulations. The recipient and Administering Institution consent to and acknowledge that, if requested, the College files relating to the Awards which may include personal information will be made available to independent advisors for the purposes of such audits.

13. Governing Law

This Agreement is governed by the Laws of New South Wales and each party irrevocably submits to the jurisdiction of the courts exercising jurisdiction in that State.