

VicHealth Innovation Research Grants Scheme 2017

Terms and Conditions

These terms and conditions (Terms and Conditions) apply to the 'VicHealth Innovation Research Grants Scheme 2017' (Scheme) which is being administered by The Victorian Health Promotion Foundation.

By participating in the Scheme, You agree to be bound by these Terms and Conditions. In the event of any conflict between any terms referred to in any VicHealth promotional and/or marketing materials and these Terms and Conditions, these Terms and Conditions take precedence.

Scheme and eligibility requirements

1. The Scheme is administered by VicHealth in accordance with these Terms and Conditions.
2. The Scheme commences on Monday 2 October 2017 and all Applications must be received by VicHealth by 15.00 hours Eastern Standard Time on the closing date of Thursday 26 October 2017.
3. The Scheme will operate on the Scheme Webpage. By participating in the Scheme, You agree to act in accordance with:
 - a) these Terms and Conditions; and
 - b) the terms and conditions of the VicHealth Website which are located [here](#).

Eligibility to apply for grant

4. The Scheme is aimed at engaging Australian not-for profit organisations to create and deliver a two-year research initiative relevant to theory, policy and practice of health promotion.
5. More information about the Scheme Objectives and Selection Criteria can be found in the Scheme Guideline on the [Funding page](#).
6. VicHealth will not fund an organisation if:
 - a) any of the researchers and/or their host organisations are in receipt of any support (financial or otherwise) from the Australian Tobacco Research Foundation, or other like bodies; and/or
 - b) any of the researchers and/or their host organisations are in receipt of sponsorship and/or funding for research purposes from the alcohol industry or any of its organisations.

Stages of the Scheme

7. There are two stages of the Scheme:
 - a) Stage 1 – Expression of Interest;
 - b) Stage 2 – Submission of a Full Application.

Stage 1 – Expression of Interest

8. You may participate in the Scheme at any time between Monday 2 October 2017 and the closing date on 15.00 hours Eastern Standard Time on Thursday 26 October 2017. Late entries will not be accepted.
9. To participate in the Scheme You must complete the online Expression of Interest on the Scheme Webpage as detailed in the Scheme Guideline.
10. By submitting an Expression of Interest You warrant that You are an authorised representative with the authority to bind Your organisation to these Terms and Conditions.
11. VicHealth will not accept entries by email, post, facsimile or any other method that does not involve completing the online Expression of Interest.
12. You agree to pay Your own costs in relation to this Scheme, including but not limited by:
 - a) applying for this Scheme;
 - b) completing the Expression of Interest and/or developing Your Application;
 - c) complying with these Terms and Conditions and/or Scheme Guidelines;
 - d) executing a Standard Funding Agreement; or
 - e) attending to any other matter in relation to the Scheme.
13. All valid Expressions of Interests will be assessed by VicHealth starting the week beginning 30 October. VicHealth will assess Your Expression of Interest against the Selection Criteria and will create a shortlist of organisations for participation in Stage 2 of the Scheme.
14. If, after submitting Your Expression of Interest, Your Expression of Interest is shortlisted by VicHealth, You will be notified and invited to participate in Stage 2 of the Scheme. VicHealth will provide this notification on or around Wednesday 15 November 2017 by email at the email address provided by You in Your Expression of Interest.

Stage 2 – Submission of an Application

15. If You are a Shortlisted Organisation, at the conclusion of Stage 1 of the Scheme, You may be required to participate in Stage 2 by submitting an Application.
16. The purpose of Your Application is to allow VicHealth the opportunity to assess Your Project as more fully described in clauses 18 to 22 below.
17. You may submit Your Application at any time between Thursday 16 November 2017 and the closing date on 15.00 hours Eastern Standard Time on Wednesday 13 December 2017. Late entries will not be accepted.

Assessment of Shortlisted Applications

18. At the conclusion of Stage 2 of the Scheme, VicHealth will:

- a) appoint two external experts to assess all Applications provided by Shortlisted Organisations against the Selection Criteria; and
- b) in its sole discretion, select the Successful Applications.

19. In assessing the Shortlisted Applications, VicHealth may:

- a) consider any Expression of Interest, Application provided by the Shortlisted Organisation, including (where applicable) any external assessments or any other matter; and
- b) place any weight on the Selection Criteria as it sees fit.

Selection Criteria

20. The assessment of Expression of Interests and Applications in Stages 1 and 2 of this Scheme will be made against the following Selection Criteria:

Stage 1: Expression of Interest to be assessed by senior VicHealth staff.

- a) Alignment with VicHealth's Action Agenda for Health Promotion and at least one research priority (60%).
- b) Potential impact on policy and practice in Victoria (40%).

Stage 2: Application to be assessed by two external experts whom hold a PhD in the specific or broader field of the proposed Project.

- a) Potential to deliver significant new knowledge or fill a gap in knowledge, in alignment with VicHealth's research priorities (40%)
- b) Potential practical application and/or policy relevance of the research outcomes (30%)
- c) The degree to which the project addresses health inequities (20%)
- d) The applicants track record in research and expertise in the area of enquiry (10%).

A Panel will make the final decision on Applications based on the alignment with the above Selection Criteria.

21. You acknowledge and accept that VicHealth may allocate different weightings to this Selection Criteria in its assessment of Expression of Interests and Applications and any decision to do so is at the sole discretion of VicHealth.

22. More information about VicHealth's Selection Criteria can be found in the Scheme Guideline.

Announcement of Successful Organisations

23. VicHealth will announce the Successful Organisations on the Scheme Webpage in mid-2018.

Provision of grant to Successful Organisations

24. If You are a Successful Organisation, VicHealth will provide You with a grant to be used towards implementing the Project in accordance with Your Successful Application developed during Stage 2 of the Scheme.
25. Any decision by VicHealth to select a Successful Organisation or the amount of grant to be provided to a Successful Organisation will be at the sole discretion of VicHealth.
26. If You are a Successful Organisation, the provision of the grant to You is subject to You agreeing to enter in to a Standard Funding Agreement with VicHealth, the terms and conditions of which will be determined by VicHealth.

VicHealth's decisions are final

27. For the avoidance of doubt, any decision by VicHealth on any matter in relation to the Scheme is final and is not subject to review. This includes a decision by VicHealth to:
 - a) Shortlist an Expression of Interest and/or Application;
 - b) Determine which organisation will be a Successful Organisation or the number of Successful Organisations; or
 - c) Determine the amount of any grant.
28. You acknowledge and agree that VicHealth is under no obligation to discuss or provide feedback to You in relation to Your Expression of Interest and/or Project Application You have submitted.
29. You also acknowledge and accept that VicHealth is not required to enter in to any correspondence with You unless Your Application is a Successful Application.
30. If there is a change to Your contact information, You must notify VicHealth as soon as reasonably practicable following that change and give VicHealth the relevant details of that change.

Warranties

31. By participating in this Scheme, You represent and warrant that:
 - b) You have obtained all rights, licences, and permissions necessary, in writing, from any person who may have helped create Your Expression of Interest and Project Application submitted as part of this Scheme; and
 - c) Your Expression of Interest and Project Application submitted as part of this Scheme complies with these Terms and Conditions (and any applicable third party terms and conditions), and:
 - i. is Your original work;
 - ii. has not previously been submitted in any other Scheme, competition or promotion, including any third party promotion or event;
 - iii. does not contain any use of the names, likenesses, photographs, or other identifying elements, in whole or in part, of any person, living or dead, without permission of the

relevant person or their parent or legal guardian using the relevant consent form available on the VicHealth Website;

- iv. does not include trade marks, logos, or copyright protected material which belong to third parties unless You have permission from the owner to use the same in Your entry (including, but not limited to, company names, music, photographs, motion picture or television programme clips or audio tracks, works of art, or images published on or in websites, television, movies, or other media);
- v. is not subject to any third party agreements, and VicHealth will not be required to pay any licence fees, royalties or other sums to any person or entity as a result of using the Expression of Interest and/or Project Application in accordance with these Terms and Conditions;
- vi. does not defame, misrepresent, or contain disparaging remarks or any other content which could adversely affect the name, reputation or goodwill of VicHealth or any other individuals and/or entities, the determination of which shall remain in the sole discretion of VicHealth;
- vii. does not contain pornographic or sexual content, hateful or offensive content, content which promotes violence or harm to another living creature or any other offensive, obscene or inappropriate content, the determination of which shall remain in the sole discretion of VicHealth;
- viii. does not include threats of any kind or that intimidate, harass, or bully anyone, or invade the privacy of any person, the determination of which shall remain in the sole discretion of VicHealth;
- ix. does not violate any applicable laws or include any content that may encourage or provide instructions for a criminal offence;
- x. does not feature, refer to, or mention any brands competing with VicHealth; and
- xi. along with any electronic method of communication used to submit it to VicHealth, does not contain any known virus, Trojan horse, worm, trapdoor or similar software that may in any way infect or affect any of VicHealth's (or a third party's) hardware or software systems.

Right to remove or reject organisations

32. VicHealth reserves the right to remove or reject from the Scheme (including from the Scheme Webpage) an organisation that has entered the Scheme if:
- a) VicHealth decides not to shortlist the organisation's Application following an assessment of the Application against the Selection Criteria;
 - b) the organisation's Application is illegible, incomplete or fraudulent or does not comply with these Terms and Conditions;
 - c) the organisation has breached these Terms and Conditions or VicHealth suspects that the organisation has breached these Terms and Conditions;
 - d) VicHealth receives a complaint about the organisation from a third party in relation to an Application or any matter relating to this Scheme;

- e) the organisation has tampered with the operation of the Scheme, has engaged in cheating, hacking, deception or any other unfair practices such as intending to annoy, abuse, threaten or harass any other organisations or VicHealth and/or any of its agents or representatives, or VicHealth suspects, on reasonable grounds, that it has done so; or
- f) the organisation submitting the Application does any act or does anything that is contrary to prevailing community standards, or is otherwise regarded by the public as unacceptable.
- g) VicHealth otherwise thinks it is appropriate to do so.

Intellectual Property

- 33. Subject to clauses 34 to 36, You will retain all copyright and any other intellectual property rights in the Application developed by You pursuant to this Scheme.
- 34. By submitting an Application as part of the Scheme, You grant to VicHealth a worldwide, exclusive, transferable, royalty-free, perpetual, irrevocable license (including a right to sub-license) to use, reproduce, distribute, adapt (including without limitation edit, modify, translate and reformat), derive, transmit, publish, communicate, display and perform (publicly or otherwise), the Application for the purpose of evaluating the Application and for VicHealth's marketing, advertising and/or promotional activities, which may include, but is not limited to, using, publishing or communicating the Application on a website (including the VicHealth Website and/or Scheme Webpage), social media or other digital media.
- 35. You hereby represent and warrant that You have all permissions necessary to grant the rights provided for in clause 34 and that any use of such Application by, or on behalf of, VicHealth shall comply with all applicable laws, rules, and regulations and not infringe or otherwise violate the intellectual property, moral rights or other rights of any third party.
- 36. By participating in the Scheme, You accept and agree that You waive any moral rights You may have in relation to Your Application You submit, and that VicHealth may use any names, photographs or video footage featured in the Application in its publicity materials without any obligation for VicHealth to provide acknowledgment, payment or other compensation to You. This includes making such names and photographs available on the VicHealth Website, the Scheme Webpage and other advertising and promotional materials.

Confidentiality

- 37. Confidential Information disclosed by VicHealth to You during the Scheme must only be used for the express purpose for which it was disclosed. You agree to keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or Schemes which are of a confidential nature and have been disclosed by VicHealth to You. You must not, without the prior written consent of VicHealth, use or disclose the Confidential Information, or permit such Confidential Information to be used or disclosed by any third party, except:
 - a) where it is necessary for the purposes of the Scheme;
 - b) where You have obtained the prior written permission from VicHealth;
 - c) to Your officer's agents, professional advisers, employees, contractors and insurers, subject to those persons first being bound by confidentiality obligations in relation to that Confidential Information.

Privacy

38. In administering this Scheme, VicHealth will collect personal information, including without limitation, the names of persons participating in the Scheme.
39. Any personal information collected by VicHealth in administering the Scheme will be managed in accordance with the Information Privacy Principles (IPP's), the *Victorian Privacy and Data Protection Act 2014* and VicHealth's Privacy Statement which is available at <http://www.vichealth.vic.gov.au/Privacy>
40. You acknowledge and accept that personal information will be shared with VicHealth's employees, agents and subcontractors to the extent necessary for the Scheme to be delivered and for VicHealth's promotional purposes.

Indemnity

41. By participating in this Scheme, You will indemnify and hold VicHealth and its officers, employees and agents harmless against any loss, liability, or injury arising out of, or in connection with, this Scheme including without limitation:
 - a) any breach of these Terms and Conditions or the terms and conditions on the VicHealth Website;
 - b) any warranty given by You under these Terms and Conditions being incorrect or misleading in any way;
 - c) any breach of confidentiality or breach of privacy by You;
 - d) any infringement of a third party's intellectual property rights;
 - e) any defamatory statement;
 - f) any unlawful activity;
 - g) any negligent act or failure to act by You; or
 - h) anything else which causes loss, liability, or injury.

Modification, cancellation or suspension of this Scheme

42. VicHealth reserves the right, at any time and in its sole discretion, to:
 - a) alter the structure and/or timing of the Scheme;
 - b) vary or extend any time or date specified in these Terms and Conditions;
 - c) require additional information or clarification from and organisation submitting an Expression of Interest or Application;
 - d) modify, cancel, terminate or suspend this Scheme in whole or in part;and will not be liable for any costs or expenses incurred by You or any other person as a result of exercising any of its rights in accordance with this clause 42.

43. If VicHealth exercises any of its rights outlined in clause 42, VicHealth will notify You in writing.

Disclaimer

44. VicHealth is not responsible and disclaims all liability for any condition, circumstances, losses, failures or delays caused by events beyond its control.

45. To the maximum extent permitted by law, VicHealth and its officers, employees and agents assume no responsibility for any damage, loss, costs, expenses (including special, indirect or consequential losses, or loss of profits) arising out of, or in connection with, this Scheme including without limitation:

- a) any technical, hardware or software failures, lost, faulty or unavailable network connections or difficulties of any kind that may limit or prohibit your ability to participate in the Scheme;
- b) any lost, damaged, defaced, incomplete, illegible or otherwise unreadable Application;
- c) any unauthorised access to, or theft, destruction or alteration of, any Application at any point in the operation of this Scheme;
- d) any infringement of third party's intellectual property rights, breach of confidentiality or breach of privacy or other action which arises as a result of:
 - I. Your submission of an Expression of Interest and/or Application or other submission; or
 - II. VicHealth's use or disclosure of Your Expression of Interest and/or Application or other submission in accordance with these Terms and Conditions; or
- e) any defamatory statement; or
- f) any unlawful activity by any person; or
- g) any breach by You of any third party terms and conditions;
- h) any breach of these Terms and Conditions by You or any misleading warranty provided by You; or
- i) anything else which causes loss, liability, or injury.

46. By participating in this Scheme, You voluntarily and knowingly release, discharge and relinquish any and all claims, actions and lawsuits of any kind against VicHealth and agree that no claim relating to any loss or injury arising as a result of any of the above shall be made against VicHealth.

Governing Law

47. These Terms and Conditions are governed by, and are to be construed in accordance with the laws applicable in Victoria and You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Victoria. You waive any right to object to any proceedings being brought in those courts.

Definitions

“Application” means a full application detailing the Project to be produced and submitted to VicHealth by Shortlisted Organisations;

“Expression of Interest” means the online application form made by an organisation to participate in the Scheme;

“Panel” means a panel of VicHealth managers and the Programs Group Executive Manager, plus and external experts in research and evaluation.

“Project” means a project to be implemented by a Successful Organisation in accordance with the Standard Funding Agreement;

“Scheme” means the VicHealth Innovation Research Grants Scheme which is administered by VicHealth on the Scheme Website;

“Scheme Guidelines” means the 2017 VicHealth Innovation Research Grant – Guideline for Applicants located on the Scheme Webpage [here](#).

“Scheme Webpage” means the webpage on the VicHealth Website [here](#).

“Selection Criteria” means the selection criteria set out in clause 20;

“Shortlisted Expression of Interest” means an Expression of Interest that has been shortlisted by VicHealth to enable the Shortlisted Organisation to participate in Stage 2 of the Scheme;

“Shortlisted Organisation” means an organisation who is shortlisted by VicHealth to participate in Stage 2 of the Scheme.

“Standard Funding Agreement” means a funding agreement between VicHealth and a Successful Organisation for the provision of a grant to implement the organisation's Project;

“Successful Application” means an Application that is selected by VicHealth at the end of Stage 2 which will result in VicHealth providing a grant to a Successful Organisation;

“Successful Organisation” means an organisation whose Application is selected by VicHealth as the Successful Application;

“VicHealth” means the Victorian Health Promotion Foundation, a statutory authority established pursuant to *The Tobacco Act 1987 (Vic)*, ABN 20734406352 of 15-31 Pelham Street, Carlton 3053;

“VicHealth Website” means the VicHealth website at www.vichealth.vic.gov.au;

“You, Your” means the organisation who has submitted an Expression of interest and/or Application.