



# INGSA Research Associate Grant Agreement

## General Terms and Conditions of the Grant Agreement

Version: Sept 2017

*Upon agreeing to accept an INGSA Research Associate Grant, it will be considered that participants in the programme have read and agreed to all of the following terms, as part of the grant contract.*

### **A1. Diligence**

The Recipient shall conduct the Work in a diligent and timely manner, and in a manner that promotes principles of research integrity.

### **A2. No Legal Partnership**

The Recipient undertakes the Project on its own behalf and not on behalf of INGSA, and this Agreement and INGSA Funds flowing there from shall in no way be construed as creating the relationship of principal and agent, of partnership in law; or of joint venture as between INGSA and the Recipient or any other person involved in the Project.

### **A3. Limitation of Liability**

INGSA assumes no liability with respect to any accident to any person or any loss or damage to any person or Property arising from the Project.

### **A4. Right of Deduction**

Should the Recipient be in default of its obligations pursuant to this Agreement or Other Contractual Obligations, including reporting obligations, INGSA reserves the right to deduct any or all amounts which the Recipient may owe INGSA against the amounts INGSA may owe the Recipient pursuant to this Agreement.

### **A5. Ethical Standards**

It is the policy of INGSA that the Work involving human subjects or animals be carried out in accordance with high ethical standards. Uptake of a grant signifies that the Recipient fully complies with these standards. The Recipient shall immediately report to INGSA any difficulties it encounters in complying with the ethical standards described below.

In the final report, the Recipient shall describe how it complied with the ethical standards in carrying out the Project.

#### **A5.1. Information Gathering**

The Recipient agrees to comply with the following principles which aim at protecting the security, dignity and privacy of every individual who, in the course of the Work carried

out under this Project, will be requested to provide personal or commercially valuable information about her/himself or others (hereinafter referred to as "Subject of Research"):

- a) Before an individual becomes a Subject of Research, s/he shall be notified of:
  - the aims, methods, anticipated benefits and potential hazards of the research;
  - her/his right to abstain from participation in the research and her/his right to terminate at any time her/his participation; and
  - the confidential nature of her/his replies and any limits on such confidentiality.
- b) No individual shall become a Subject of Research unless s/he is given the notice referred to in the preceding paragraph and provides a freely given consent that s/he agrees to participate. No pressure or inducement of any kind shall be applied to encourage an individual to become a Subject of Research.
- c) Subject only to limitations which Subjects of Research are notified of, and consent to, pursuant to Subsections (a) and (b) above, the identity of individuals from whom information is obtained in the course of this Project shall be kept strictly confidential. At the conclusion of the Project, any information that reveals the identity of individuals who were Subjects of Research shall be destroyed unless the individual concerned has consented otherwise in writing. No information revealing the identity of any individual shall be included in the final report or in any other communication or publication prepared in the course, or as a result, of this Project, unless the individual concerned has consented in writing to its inclusion beforehand. Likewise, at the conclusion of the Project any information that reveals the identity of individuals who were Subjects of Research shall be destroyed unless the individual concerned has consented otherwise in writing.
- d) When children are involved in the Project, it is the policy of INGSA that special care be taken to ensure that their participation is undertaken in accordance with high ethical standards. Accordingly, in addition to the requirements of paragraphs A7.1(a) – A7.1(c) being complied with, children shall not be allowed to participate unless:
  - their parents or guardians have been counseled with respect to the children's participation in accordance with the requirements of paragraphs A7.1(a) – A7.1(c); and
  - their parents or guardians have given their free, explicit, and informed consent to the participation of the children in the Project. Parents or guardians shall have the right to withdraw their children from the Project at any time.

## **A5.2. Medical Treatments**

INGSA does not support Projects promoting or resulting in the promotion of medical treatments that are not sanctioned as safe and efficacious in accordance with recognized national and international standards. The Recipient will not, during the course of this Project or through activities arising from it, recommend the use of medical treatments that do not meet these standards.

## **A5.3. Transmission of Medical or Other Confidential Information**

The Recipient shall take all reasonable measures to ensure protection against unauthorized access or intrusion to the confidential information contained in the personal digital assistants or being transmitted on a network.

## **A6. Intellectual Property Rights**

The Recipient shall respect Intellectual Property rights and shall ensure that its employees and its Subcontractors, and its Sub-recipients respect Intellectual Property rights.

#### **A6.1. Project Inventions, Intellectual Property and Computer Programs**

##### **A6.1.1. Notice Obligations**

The Recipient shall promptly notify INGSA of:

- a) any and all Project Inventions; and
- b) computer software, its documentation, or other related material ("Computer Programs") it, its employees, Subcontractors or Sub-recipients intend to develop or adapt in the course of the Project, with full information as to content and authorship, where possible.

##### **A6.1.2. Limitations**

The Recipient shall ensure that the rights in the Project Inventions are neither licensed, nor assigned by the Recipient, its employees, Subcontractors or Sub-recipients without the express written consent of INGSA, which consent may be conditional on specific terms, as deemed appropriate by INGSA. The Recipient shall ensure that no patent application in relation to the Project Inventions is filed without INGSA's express written consent, which consent may be conditional on specific terms, as deemed appropriate by INGSA.

**A6.1.3. Open Source Software** The Recipient shall make the Computer Programs it develops in the course of the Project available open source, on terms and conditions to be agreed upon between the parties, acting reasonably. The Recipient shall ensure that Computer Programs are not otherwise assigned or licensed without the express written consent of INGSA.

##### **A6.1.4. Memorandum of Understanding**

When it is deemed likely that a Project Invention may be created, the Recipient shall be required to conclude a Memorandum of Understanding with INGSA in relation to the Intellectual Property right considerations that might flow from the creation of such Project Inventions. Such Memorandum of Understanding shall be incorporated by reference herein and appended as an amendment to this Agreement

#### **A7. Disclaimers and duty to acknowledge**

##### **A7.1. Disclaimers**

The Recipient shall ensure that the following wording is inserted in any Project Outputs, publication or other results of the Project which reference INGSA's financial support:

"The views expressed herein do not necessarily represent those of INGSA or its Executive Committee."

The parties will jointly identify any additional required disclaimers and agree on the wording of such disclaimers.

##### **A7.2. Duty to Acknowledge**

The Recipient will recognize the support of INGSA by including in all publications the following acknowledgement:

"This work was carried out with the aid of a grant from the International Network for Government Science Advice (INGSA)."

## **A8. Appearances in Recordings**

To the extent that identifiable individuals are asked to appear in, or information is collected about identifiable individuals that will be included in, any photographs, videos, audio-visual recordings, or recordings in any media now known or later developed (collectively, the "Recordings"), the Recipient shall ensure the following steps are taken in securing the participation of these individuals:

1. the individuals are informed of the purpose(s) and intended use(s) of the Recordings;
2. the free, explicit, and informed consent of the individuals is obtained, without pressure or inducement, for participation in the Recordings; and
3. where children are involved, (a) the children's parents or guardians are informed of the purpose(s) and intended use(s) of the Recordings, and (b) the free, explicit, and informed consent of the children's parents or guardians is obtained, without pressure or inducement, for the participation of the children in the Recordings.

## **A9. Project Budget**

INGSA Funds shall be used exclusively for the budgetary purposes set forth in the Project Budget. Unless specifically indicated in this Agreement, all budget line items shall be considered as upper-limit estimates against which actual and reasonable costs are reported. The Recipient shall contact INGSA and obtain its written consent before making any substantial changes in the budgetary allocations.

## **A10. Grant Administration**

INGSA will make payments to the Recipient via their institution as set out in the Call for Application document. The Recipient agrees that the payment of any INGSA Funds from this institution to the Recipient under this Agreement is subject to its compliance with the conditions set out in this Agreement, including all attachments, as may be amended from time to time by the parties.

## **A11. Payments and Financial Reports**

### **A11.1. Requests for Payment**

All payments to the Recipient shall be considered advances until the Project Milestones are satisfactorily achieved and a financial report of actual expenses incurred against the payment is accepted by INGSA.

### **A11.4. Payment to Recipients**

Payment to Recipient Institutions will be made by bank transfer according to information provided by the Recipient. It will then be up to the Recipient to apply to the Institutions for payment or reimbursement in strict adherence to the list of Eligible Expenses outlined in the Grant Call for Applications document.

## **A12. Allowable Expenses**

No Project-related expenses will be paid if these expenses were incurred outside of the Grant Duration. The following sections describe restrictions which are placed upon the payment for the items, goods, or services.

#### **A12.1. Air Travel**

Any air tickets purchased by the Recipient with INGSA Funds, directly or indirectly, must be in excursion class or at lower fares. The applicable fare shall be purchased for the most direct and economical routing. The Recipient may reroute or upgrade at the Recipient's own expense.

#### **A17.2. Per Diems for Subsistence**

Per diems paid with INGSA Funds to the Recipient will not exceed the schedule of maximum per diems in force at INGSA. Further information on the applicable rates is available from INGSA.

### **A13. Environment**

#### **A13.1. Sustainable Development**

The Recipient shall plan and implement the Project in a manner that promotes sustainable development and the protection of the environment.

#### **A13.2. INGSA Authorization to Proceed**

If an environmental assessment is required, INGSA shall determine whether the Project is likely to cause significant adverse environmental effects on receipt of the environmental assessment screening report provided by the Recipient and any other information that INGSA deems to be relevant. The Recipient shall provide INGSA with any additional information requested by INGSA in order to enable INGSA to meet the requirements. The Recipient shall not in any way implement or carry out the Project until the environmental assessment screening report, if required, has been submitted to INGSA and INGSA has provided its authorization to proceed in writing.

### **A14. Anti-Corruption**

The Recipient declares and guarantees that no offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal practice, has been or will be made to anyone by the Recipient, either directly or indirectly, as an inducement or reward for the award or execution of this Agreement. Any such practice is grounds for terminating the Agreement or taking any other corrective action as required. The Recipient shall declare in writing to INGSA if the Recipient, its officers or employees included in the Project: a) were convicted during a period of three years prior to the submission of the Project proposal, by a court of law in New Zealand or in any other jurisdiction for an offence involving bribery or corruption or; b) are under sanction, for an offence involving bribery or corruption, imposed by a government, a governmental organization or a development organization providing development assistance.

The Recipient shall also obtain the same declaration from its Subcontractors and Sub-recipients in relation to Subcontractors and Sub-recipients or any of their officers or employees involved in the Project. The Recipient shall provide copies of such declarations it receives from its Subcontractors and Subrecipients to INGSA.

### **A15. Return of INGSA Funds**

Within 60 calendar days after the Work Completion Date but no later than the Contract Completion Date, whichever is sooner, the Recipient shall return to INGSA any INGSA Funds not used for the Project.

#### **A16. Visits to Project**

The Recipient, at the request of INGSA, will permit officers or representatives of INGSA to visit the Project site(s) at times convenient to the parties concerned and will facilitate the discussion of the results and progress of the Project between INGSA representatives and Project personnel.

#### **A17. Calls for Proposals**

Subject to any restrictions imposed by INGSA, the Recipient shall in the course of administering one or more calls for proposals pursuant to the Project, comply with its internal procedures and practices governing calls for proposal. In addition, the Recipient, shall exercise due diligence and act fairly and in good faith in the evaluation and selection of the proposals submitted.

#### **A18. Compliance with National Laws**

In carrying out this Project, the Recipient shall, subject to its privileges and immunities, be responsible for complying with all applicable laws and regulations of the countries in which the Work will be carried out and to which Project personnel may have to travel to as part of the Project.

#### **A19. Sub-contractors and Sub-recipients**

Subject to any restrictions imposed by INGSA, the Recipient may enter into sub-contracts in pursuit of the Project Objectives provided all Subcontractors and Sub-recipients become a party to an agreement with the Recipient that is consistent with this Agreement, including but not limited to clauses on research ethics and security, and all Subcontractors' and Sub-recipients' use of INGSA Funds is consistent with this Agreement. Prior to entering into agreements with Sub-recipients, the Recipient shall ensure that Sub-recipients have the expertise and technical capacity to undertake activities related to the Project. The Recipient shall be responsible for assessing and managing the administrative risks involved in funding Subrecipients.

#### **A20. Non-Assignment**

Subject to the parties' agreement to the contrary, this Agreement and any rights or obligations arising therefrom may not be assigned by the Recipient without INGSA's prior written consent.

#### **A21. Notices**

Any notice that is delivered shall be deemed to have been received on delivery; any notice sent by electronic mail or telecopier shall be deemed to have been received one working day after being sent; any notice given by letter shall be deemed to have been received 15 calendar days after the date of mailing.

#### **A22. Non-Compliance and Termination**

In addition to or in lieu of any other remedies, INGSA may terminate this Agreement immediately, without notice and without any further obligation to the Recipient, or refuse to release all or part of INGSA Funds, in the event that:

- a) the Recipient fails to respect the terms and conditions of the Agreement;

b) the Recipient fails to use INGSA Funds solely to implement the Project; or Part 2 General Terms and Conditions of the Grant Agreement GA-07-2017E Page A22

c) INGSA is not reasonably satisfied with the Recipient's progress on the Project or the content of any written report from the Recipient regarding the Project, and, following discussions between INGSA and the Recipient, no resolution satisfactory to INGSA is reached within a reasonable period of time.

In the event INGSA terminates the Agreement, the Recipient shall:

a) be liable to reimburse INGSA for the value of all Property granted to the Recipient by INGSA under this Agreement, to the date of termination, which has been improperly disposed of; and

b) return to INGSA any INGSA Funds and advances not yet spent or irrevocably committed. The Recipient will notify INGSA contact immediately at such time as it becomes aware of any actual, possible or foreseeable breach of this Agreement.

### **A23. Gender**

INGSA is committed to gender equality and to mainstreaming gender considerations throughout all stages of its programming. In accordance with the Work being conducted, the Recipient will make best efforts to ensure that gender considerations are duly considered in the Recipient's work and reflected in the Project activities and reports.

### **A24. Language**

The parties have requested that this Agreement and all notices or other communications relating thereto be drawn up in English.