



Australian Traditional-Medicine Society Ltd
PO Box 1027 Meadowbank NSW 2114
Freecall 1800 456 855 Tel +61 2 9809 6800
Fax +61 2 9809 7570 info@atms.com.au
www.atms.com.au ABN 46 002 844 233

date

address

Letter of Agreement:
insert research title

I am writing on behalf of The Australian Traditional Medicine Society (ATMS) to congratulate you on the award of the above Project and to confirm the terms of the agreement between ATMS and you as the Research Party.

The Project

The Project will commence on (insert date) and end on (insert date) or on such other date as may be agreed between the parties, unless terminated earlier in accordance with this Agreement. The scope of work to be undertaken by the Research Party is as set out in Attachment 1.

Payment of funds

In consideration of the work to be undertaken by the Research Party, ATMS has agreed to pay a total of \$10,000 (excluding GST) to the Research Party which is to be paid in a single instalment upon signature of this Letter of Exchange.

The Research Party will issue a tax invoice to ATMS for payment of the amount and ATMS will pay the amount within 30 days of receipt of the Research Party's invoice.

Intellectual Property

The Research Party owns the Intellectual Property Rights in Material created undertaking the Project.

The Research Party give ATMS a non-exclusive, irrevocable, royalty free, perpetual, worldwide licence to use, reproduce, maintain, modify and alter the Project Intellectual Property for non-commercial research, academic, teaching and publication purposes.

This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.

Indemnity

The Research Party indemnifies ATMS, our officers, employees and contractors against any claim, loss or damage arising in connection with the Project.

The Research Party obligation to indemnify ATMS will reduce proportionally to the extent any act or omission involving fault on the part of ATMS contributed to the claim, loss or damage.

Insurance



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Each party must effect and maintain for the duration of this Agreement the following insurance policies:

- (a) general public and products liability insurance;
- (b) professional indemnity insurance;
- (c) workers' compensation and employers' liability insurance in relation to all employees of the party.

If either party makes a written request, the other party must within 5 Business Days give proof that its insurance policies are current.

Termination

This Agreement may be terminated by mutual consent in writing or otherwise in accordance with this clause.

Either party may end this Agreement immediately if any of the following events occur:

- (a) the other party commits a serious breach of this Agreement; or
- (b) there is a significant risk that the other party will be unable to pay its debts as they fall due.

If the Agreement is terminated in accordance with this clause the parties will come to an agreement in relation to any appropriate pro rata payment of work already undertaken by the Research Party on the Project.

General grant conditions

ATMS Research Grant Agreement – General Grant Conditions are as set out in Attachment 2.

Governing law

This Agreement is governed by the law of New South Wales. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales. It would be appreciated if you would sign and return this letter by way of confirmation of the terms of this Agreement.

Yours sincerely

Annie Gibbins
Chief Executive Officer

Authorised representative of the Research Party:

Name: _____



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Signature: _____

Legal Entity name: _____

_____ ABN: _____

Attachment 1: The Project

Attachment 2: ATMS Research Grant Agreement – General Grant Conditions

SAMPLE