

# GLOWS Grant Program 2024-26

## Terms and Conditions for the GLOWS National Gathering Grant


### Introduction

- 1 Lowitja Institute (**Institute**) is Australia's national institute for Aboriginal and Torres Strait Islander health research, named in honour of our Patron, Dr Lowitja O'Donoghue AC CBE DSG. It is an Aboriginal and Torres Strait Islander organisation working for the health and wellbeing of Australia's First Peoples through high-impact quality research, knowledge translation, and by supporting Aboriginal and Torres Strait Islander health researchers.
- 2 The Lowitja Institute has received funding from Gilead Sciences Pty Ltd (Gilead) to administer grants and scholarships to support research, training and implementation projects aimed at improving unacceptable health inequities in areas of HIV and Viral Hepatitis (HBV and HCV) among First Nations People, with the ambitions of eliminating HBV, HCV and HIV from our communities (**Gilead Funding**).
- 3 One of the ways Lowitja Institute will achieve the purposes of the Gilead Funding is by providing grants and scholarships for Aboriginal and Torres Strait Islander community controlled organisations and Aboriginal and Torres Strait Islander students and researchers to undertake research projects in pursuit of the purposes of the Gilead Funding.
- 4 This document sets out the terms and conditions upon which Lowitja Institute may make grants from the funding provided in the GLOWS Fund. Successful applicants will be required to enter into a further grant agreement as set out below.
- 5 Please read these terms and conditions and sign that you agree to them before submitting your application for a grant.

### Terms and Conditions of Grant

#### *Eligibility*

- 6 Your project (**Project**) must be consistent with the purposes of the grant round.
- 7 You must be an Aboriginal and Torres Strait Islander community controlled organisation, a Aboriginal and Torres Strait Islander individual partnering with



Aboriginal and Torres Strait Islander community controlled organisations, or a non-indigenous organisation partnering with an Aboriginal community controlled organisation.

- 8 An Aboriginal and Torres Strait Islander community controlled organisation is governed by a majority of identified board members (above 51 per cent) of Aboriginal and Torres Strait Islander people, who have been elected by the local Aboriginal and Torres Strait Islander community.
- 9 Your Project must be Aboriginal and Torres Strait Islander-led unless the Institute has granted you an exemption from this condition.
- 10 You must:
  - (a) have an ABN, and/or an IBN for Indigenous organisations;
  - (b) have an account with an Australian financial institution;
  - (c) have no outstanding reports, acquittals or serious breaches related to any Australian Government funding; and
  - (d) be solvent.


#### *Available funding*

- 11 The maximum funding amount per grant is \$150,000 (excluding GST).
- 12 The making of any grant is dependent on Gilead Funding being paid and on the Lowitja Institute receiving applications which meet the terms and conditions. If the GLOWS Program Funding is withheld from Lowitja Institute for any reason, any obligation on Lowitja Institute to make payments under any grant reliant on that funding will immediately cease.

#### *Funding period*

- 13 The closing date for grant applications is 24 May 2024.
- 14 Your Project must be completed by June 2025.
- 15 You will promptly notify the Institute of anything reasonably likely to adversely affect the undertaking of the Project.

#### *Intellectual property*

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- 16 The Lowitja Institute will own the intellectual property in all material produced by the Project conducted with a grant, but you will have a non-exclusive, perpetual, royalty-free, transferable licence from the Institute which enables you to use the materials for any purpose including commercialisation.
  - 17 Secret and sacred material will remain the confidential information of the Aboriginal and Torres Strait Islander communities who hold it.
  - 18 Indigenous Cultural and Intellectual Property may not be collected for any Project without the free prior and informed consent of the Aboriginal and Torres Strait Islander communities to whom it belongs and those peoples and communities will be actively involved in all decisions concerning any Indigenous Cultural and Intellectual Property belonging to them.

#### *Conflicts of interest*

- 19 Any conflicts of interest could affect the performance of the funding opportunity or Project. You will be asked to declare, as part of your grant application, any perceived or existing conflicts of interests or that, to the best of your knowledge, there is no conflict of interest.

#### *The funding agreement*

- 20 Any offer of a grant following the application process is conditional upon the successful applicant entering into a legally binding funding agreement with the Institute, on terms provided by Lowitja Institute.
- 21 Each agreement will include, but not be limited to, the following minimum terms and conditions:
  - (a) You must use the funding for the delivery of the agreed Project only;
  - (b) You must provide financial information reasonably required by the Institute to enable the Institute to meet its reporting and grant acquittal requirements for the GLOWS Grant funding;
  - (c) Any funding that the Institute reasonably believes has not been validly used for the delivery of the Project or that is unspent as at the completion of the Project must immediately be repaid to the Institute;
  - (d) You must provide progress reports, completion reports and acquittal documents (at times and in a format to be determined by the Institute);

- (e) Secret and sacred Indigenous materials will remain owned by the Indigenous person or community to whom they belong;
- (f) Indigenous Cultural and Intellectual Property may not be collected for any Project without the free prior and informed consent of the Aboriginal and Torres Strait Islander communities to whom it belongs and those peoples and communities will be actively involved in all decisions concerning any Indigenous Cultural and Intellectual Property belonging to them;
- (g) You must have appropriate insurance coverage for operational and business risks in connection with the delivery of the Project;
- (h) Lowitja Institute may recover funding if there is a breach of the agreement;
- (i) Lowitja Institute will make payments according to an agreed schedule set out in the agreement;
- (j) Payments are subject to satisfactory progress on the Project; and
- (k) You will follow the acknowledgement and publicity requirements set out in the agreement.

22 We will provide you with a template of the agreement upon your request.

#### *How we pay the grants*

23 We cannot make any payments until an agreement is executed between the successful applicant and Lowitja Institute.


24 You must not make financial commitments until a funding agreement has been executed by Lowitja Institute.

25 We will announce and publish all successful grant recipients on the Lowitja Institute website.

#### *Process*

26 Applications are made through Lowitja Institute's SmartyGrants portal: [lowitja.smartygrants.com.au](http://lowitja.smartygrants.com.au).

27 Applicants will then be assessed by a panel, comprising of senior Aboriginal and Torres Strait Islander researchers, Lowitja Institute staff and Lowitja Institute



board members. Applications are all ranked, with the highest scores most likely to be funded.

- 28 By agreeing to this Terms and Conditions Document you acknowledge that if you are successful you agree to receive the grant funding on these terms and conditions including entry into a grant agreement.

### **Enquiries and feedback**

Any feedback or questions you have about the grant process of any grant decisions should be sent to [Glows@lowitja.org.au](mailto:Glows@lowitja.org.au)