

**CARE GRANTS 2017/2018**

**FIGHT  
MND.**

**IT TAKES PEOPLE**

APPLICANT  
INFORMATION

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# OBJECTIVES

## INTRODUCTION

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As one of the 3 core objectives of FightMND, **Care** for those living with MND today is a key priority of the organisation. We are proud to support the purchase and provision of Care equipment to the organisations around Australia supporting people living with MND.

In 2016/2017 the inaugural FightMND Care Initiative Grants for a total award of \$1.25 million were awarded to 9 organisations around Australia. In 2017/2018 we again invite applications for the FightMND Care Initiative Grants. A total of \$1.25 million AUD is once again available this year to fund approved applications.

## OBJECTIVES

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The objectives of FightMND's investment into Care are:

- Safeguarding the provision of care to MND patients through aids and equipment
- Equity of equipment provision geographically across Australia
- Extending independence
- Increased quality of life
- Increased accessibility and decreased wait times for vital assistive equipment
- Increased collaboration between organisations supporting MND patients around Australia
- Items to have minimum 3 years' effective use

## DOMAINS OF ASSESSMENT OF INDIVIDUAL GRANTS

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1. Equity across Australia
2. Accessibility
3. Patient impact and direct applicability
4. Infrastructure/deliverability

# APPLICATION GUIDELINES

## APPLICATION GUIDELINES

1. The 2017/2018 FightMND Care Grants will exclusively fund items which fall into the categories of **Augmentative and Alternative Communication (AAC) Devices or Respiratory Care-related devices**. There is considerable disparity of funding and access to these items across Australia. There is evidence that these items significantly improve both quality of life and survival in people with MND.
2. The total amount of money available for these Care Grants is **\$1.25 million**.
3. Up to **\$50,000** is available for a single grant application.
4. Each \$50,000 grant application should consist of items all **relevant to a single care category** i.e. Respiratory equipment or Communication.
5. Grant applications will be **approved in their entirety**, rather than by individual component items.
6. Each organization can make multiple applications. There is no limit to the number of grant applications that can be made, up to a total value of \$1.25 million.
7. Applications should be numbered in order of priority.
8. Priority will be given to applications that demonstrate access to patient numbers.
9. Priority will be given to applications that enhance equity of access to equipment nation-wide.
10. Priority will be given to benefiting larger numbers of patients rather than larger capital cost items assisting fewer sufferers.
11. Applications from any organisation providing care and/or equipment to Australians with MND will be considered.
12. Where an organisation is not a state MND association, they shall illustrate how the equipment can complement/supplement services provided by the state association.
13. Partnerships with MND state bodies are encouraged and the key terms of these partnerships should be included with the application if applicable.
14. **Submission of an application for this grant indicates acceptance of the terms and conditions of the Collaborative Agreement** (*please see appendix 1*).
15. Successful organisations are to provide FightMND with the quotes/invoices requiring payment.
16. FightMND will directly purchase equipment and donate ownership to successful organisations subject to the recipient complying with the Collaborative Agreement, that is, agreeing to provide case studies/evidence of measurable impact from time of delivery to individual patient beneficiaries.
17. In line with the objectives of the FightMND Care initiative, equipment should **directly** assist those living with MND, with the longer term goal of building a library of assets to benefit MND sufferers. This will improve accessibility to thereby reduce wait times.
18. It is expected that the primary contact for each application registers for and attends the 2018 FightMND Australasian MND Symposium. **[Click here to register.](#)**

# APPLICATION PROCEDURE

## **APPLICATION PROCEDURE**

Timing of grant applications:

- Applications open: **Tuesday 14th November, 2017.**
- Applications close: **Friday 22nd December, 2017.**
- Review period: **Friday 22nd December, 2017 - 2nd February, 2018.**
- Recommendation to FightMND Board: **Wednesday 14th February, 2018.**
- Announcements of Grant recipients: **Friday 16th February, 2018.**

Applications should include the following:

1. Cover sheet (*see page 7*)
2. Part A (*for new applicants who have not previously applied*)
3. Part B - items 1-8 to be set out in spreadsheet template (*attachment 1*)

## **PART A (for new applicants only)**

1. Name of Organisation
2. Primary contact person details
3. ABN
4. Contact person for Grant application
5. Relationship of Organisation with MND Australia or State Association
6. Total amount invested into purchase of Aids and Equipment over the last 3 years
7. Total amount invested into on-costs of Aids and equipment over the last 3 years
8. How many FTE are working in the distribution and management of aids and equipment?
9. Number of people with MND being supported by the Organisation at the time of submission
10. Organisation to provide a schedule of aids or equipment the Organisation currently owns - type, stock levels and estimated value
11. To what extent are people with MND being serviced by the Organisation required to contribute to access equipment?
12. Applicants must commit to reporting back on recipients of equipment, including the opportunity to capture case studies for donors

# APPLICATION PROCEDURE

## PART B

*Items 1-18 to be set out in the template Excel spreadsheet - [click here to download](#)*

Type of item

1. Model Name/Number
2. Manufacturer/Supplier
3. Illustrate the need and why the need is a priority
4. Warranty terms
5. Number of items required
6. Primary purchase cost - item itself
7. Secondary purchase cost (if applicable) e.g. software, initial delivery, one off training
8. Forecast annual on-costs for first 12, 24 & 36 months
9. Overview of how it assists patients and carers with MND
10. If the item was for exclusive personal use, how many patients would you reasonably expect to benefit from this equipment over a 3-year period?
11. If the item was centralised, e.g. used in a clinic environment, how many MND sufferers would reasonably expect to benefit/access the item(s) over a 3-year period?
12. Who would be responsible for ensuring the items are well maintained over the medium term? (Internal or contractor)
13. How would MND sufferers serviced by the Grant Applicant access this equipment otherwise?
14. What is the current wait time for MND sufferers accessing this piece of equipment?
15. From order placement, how many weeks is it expected to take for patients to receive/benefit?
16. Payment terms (successful Organisation to provide invoice to FightMND).
17. Applicants must provide evidence that illustrates consideration has been given to resourcing on-costs associated with maintenance, insurance and on-costs associated with equipment upkeep\*\*
18. Each individual grant application should also be given a number indicating its priority within the total grants for an Organisation

\*\* FightMND acknowledges that some Organisations may have limited capacity to commit to funding on-costs over the medium term within their own operational forecasts. It is for this reason, FightMND would consider providing a conditional approval, subject to the applicant securing a written commitment to fund the on costs over a 3-year period. Said commitment would need to be secured no later than 1st February, 2018.

# APPLICATION COVER SHEET

## Cover sheet for Care Initiative grant application

Please complete the following details as a cover sheet for each grant application. Please then address all points laid out in the grant application requirements **PART A** and **PART B** and attach to this cover sheet with your final application, for submission.

***Click here to download a coversheet template***

1	Organisation Name & ABN	
2	Title, name of primary contact	
3	Email address of primary contact	
4	Mobile phone no. of primary contact	
5	Relationship to MND Australia and/or state MND associations (if applicable)	
6	Total funds requested for this application (up to \$50,000 per grant)	<i>e.g. Total value of this application \$45,777</i>
7	Category of application and priority number	<i>e.g. Communication equipment. Priority 2 (of 4)</i>
8	All care grant applications made by your organisation in order of priority.	<i>e.g.</i> <i>1. Communication equipment \$47,111</i> <i>2. Communication equipment \$45,777</i> <i>3. Respiratory (ventilators) \$49,555</i> <i>4. Respiratory (ventilators &amp; cough assist) \$36,888</i>
9	Total value of all grant applications made by your organisation.	<i>e.g. 4 applications to a total value of \$178,665.</i>

**Please complete your application and email (including all supporting documentation) to:**

FightMND Care Committee c/o Melissa Yang

[melissa@fightmnd.org.au](mailto:melissa@fightmnd.org.au)

# APPENDIX 1

## **COLLABORATIVE AGREEMENT**

FightMND seeks to work together with THE APPLICANT to achieve the common goal of improving the lives of Australians who have been diagnosed with motor neurone disease (MND). Both Parties recognise each other's important role and areas of focus within the MND sector. Under this Agreement, the Parties agree to work together in the delivery of care equipment funded by FightMND and beneficial co-promotion of both Parties to external stakeholders, including in relation to clarity of roles of both Parties in the sector.

**By accepting the terms of this Agreement as part of your application for the FightMND Care Initiative Grants, you agree to the following:**

### **1. DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement the following additional definitions will apply, except where the context otherwise requires:

**"MND"** means motor neurone disease.

**"THE APPLICANT"** the organisation named in item 1 of the Application Cover Sheet

**"Agreement"** means:

- (i) the grant application guidelines;
- (ii) this collaborative agreement;
- (iii) the Schedule ;
- (iv) any documents incorporated by reference into this collaborative agreement or the Schedule.

**"Business Day"** means a day not being a Saturday, Sunday or declared public holiday in Melbourne, Victoria.

**"Collaboration"** means the agreement whereby FightMND proposes to fund the above applicant in the form of purchased equipment to assist in supporting MND patients and families, and in turn generating positive outcomes that showcase and state, where required, that the Parties are working together and both contributing to these outcomes.

**"Commencement Date"** means the date on which this Agreement is executed by the parties (and if not executed by the parties on the same day, the later of the dates of execution).

**"Confidential Information"** means and includes all ideas, know-how, concepts, campaign and marketing material, trade secrets, processes, techniques, software, products and any and all other unregistered or unpatented intellectual property, financial and business information and all other commercially valuable information of the Disclosing Party which the Disclosing Party regards as confidential to it or which is evident by its nature to be confidential and all copies, notes and records and all related information generated by the Receiving Party based on or arising out of any such disclosure.



# COLLABORATIVE AGREEMENT

**“Disclosing Party”** means the Party that is disclosing Confidential Information.

**“Expiry Date”** means the date on which this Agreement is terminated in accordance with clause 2.2.

**“Parties”** means the parties to this Agreement and their respective successors and permitted assigns, and **“Party”** means any one of them.

**“Receiving Party”** means the Party that is receiving Confidential Information.

**“Term”** means the term of this Agreement as provided in clause 2.

## 2. TERM OF AGREEMENT

2.1 The Parties agree that this Agreement commenced on the date of the submission of the application for the 2017 Care Grant, and will be ongoing, unless ended on the Expiry Date (if applicable).

2.2 A Party (**“Terminating Party”**) may terminate this Agreement by notice to the other Party if:

- (a) a Party breaches this Agreement and fails to remedy the breach within 30 days of receiving written notice from the Terminating Party to do so; or
- (b) a Party is made the subject of winding up proceedings whether voluntary or compulsory otherwise than for the purpose of reconstruction or is otherwise unable to pay debts when they fall due; or
- (c) upon giving not less than 3 months’ written notice to the other Party.
- (d) in the event of a termination under clause 2.2(c), FightMND will have no liability to THE APPLICANT under this Agreement, and THE APPLICANT will not be entitled to compensation for loss of any benefits that would have been conferred on THE APPLICANT if the termination had not occurred.
- (e) upon termination of this Agreement for any reason, the rights and obligations under this Agreement will cease, other than those contained in clauses 4, 7 and 8.

## 3. APPLICATION, PURCHASING, DISTRIBUTION AND OWNERSHIP

3.1 THE APPLICANT is invited to apply for Care grants from FightMND based on current equipment needs of the organisation. Applications will then be assessed via an objective process by a dedicated Care Subcommittee made up of individuals with broad-ranging and relevant expertise.

3.2 THE APPLICANT will be notified of the outcome of the application. If THE APPLICANT is successful in being awarded a grant, THE APPLICANT will then submit individual quotes to FightMND from retailers specifying exact models of equipment to be purchased, and agreed upon price.

# COLLABORATIVE AGREEMENT

3.3 Within a reasonable time following the Commencement Date, FightMND will purchase the equipment set out in Schedule 1 (the Equipment) and arrange to have the Equipment delivered to THE APPLICANT's nominated address at a mutually agreed time. The Equipment will be new, of merchantable quality and fit for the purpose for which they are intended.

3.4 Upon delivery, FightMND will transfer ownership of The Equipment to THE APPLICANT by way of donation. Subject to clause 3.7 below, upon termination of this Agreement for any reason (other than due to a breach by THE APPLICANT) ownership of The Equipment will remain with THE APPLICANT.

3.5 FightMND will provide adhesive labels for donated equipment, identifying FightMND as the source of funding. These labels are to be placed on each piece of equipment and are to remain for the life of the equipment.

3.6 Equipment donated by FightMND is intended for use by people who have been diagnosed with MND. Distribution of this equipment by THE APPLICANT should reflect this intention.

3.7 THE APPLICANT shall be responsible for all ongoing maintenance costs of the items of equipment provided by FightMND as a result of this Collaboration from the date of delivery, including but not limited to transport, storage, maintenance and insurances. In the event THE APPLICANT is unable to support those costs, FightMND will work with THE APPLICANT and MND Australia to reallocate said equipment to another MND state association where both a need and capacity to support ongoing management and maintenance costs can be demonstrated.

## 4. PUBLICATION, PROMOTION, MARKETING AND DISCLOSURE

4.1 THE APPLICANT agrees that it will obtain prior approval in writing from FightMND before publishing any announcement, outcomes or information relating to care equipment grants received from FightMND or the partnership with FightMND, under this Agreement.

4.2 THE APPLICANT agrees to appropriately acknowledge both Parties in any publication or public marketing or communications if applicable, clearly stating the role/s played in the outcomes that were made possible by the funding or contribution related to this Agreement.

4.3 THE APPLICANT agrees to positively promote the strategic plan and projects of FightMND when opportunities arise.

4.4 THE APPLICANT agrees not to discredit or disparage FightMND, its programs, policies or any of its associates, directors, employees, servants, shareholders, agents, assigns and insurers.

4.5 THE APPLICANT agrees that at no time during the term of this Agreement will it engage in any activity which competes with the activities, programs or policies of FightMND or undertake any activity which may be perceived to be in direct conflict with the interests of FightMND without the prior written approval of FightMND.

# COLLABORATIVE AGREEMENT

4.6 THE APPLICANT agrees it must not, and must not let its personnel, take any action, make any public statement, or otherwise do anything which is or could be detrimental to the goodwill, name or reputation of FightMND.

## 5. FUNDING & REPORTING

5.1 THE APPLICANT agrees to make every effort to support FightMND in providing reports, case studies and information back to donors who have contributed to the grant, subject to its obligations of privacy and confidentiality.

5.2 The Parties agree to explore, where appropriate, long-term sustainability of funding for the broader sector through the Collaboration (having regard, *inter alia* to their obligations elsewhere and strategic direction) in raising funding by promoting their common interest in care-based projects to potential funding bodies where the opportunity arises.

5.3 THE APPLICANT warrants that all representations made and information provided in THE APPLICANT's grant application are true and correct, and THE APPLICANT will comply with those representations.

## 6. WARRANTIES

6.1 THE APPLICANT acknowledges and agrees that FightMND is not the manufacturer or supplier of the Equipment. FightMND merely provides funding for the purchase of the Equipment, which is then gifted to THE APPLICANT. FightMND makes no representations as to the condition, quality, safety or appropriateness of the Equipment. To the extent that a claim is made in relation to the Equipment being faulty, unsafe or otherwise unsatisfactory, THE APPLICANT fully releases FightMND from any liability and acknowledges that it has no recourse against FightMND.

## 7. POSITIONING & BRANDING

7.1 Both Parties agree to the use of approved explanatory statements outlining the roles of each Party within the MND sector, the relationship between the parties and in relation to promotion of each other's work.

7.2 THE APPLICANT agrees and authorises that FightMND may include on the FightMND website and other mainstream communications, summary information regarding the Collaboration with it and licenses FightMND to display THE APPLICANT's trademark where appropriate with placement pre-agreed by THE APPLICANT and in accordance with THE APPLICANT's brand guidelines, during any year where the Collaboration has resulted in funding for THE APPLICANT by FightMND.

# COLLABORATIVE AGREEMENT

7.3 FightMND agrees and authorises that THE APPLICANT may include on its website and mainstream communications, summary information regarding the Collaboration with it and licenses THE APPLICANT to display the FightMND logo with placement pre-agreed by FightMND and in accordance with FightMND brand guidelines, during any year where the Collaboration has resulted in THE APPLICANT being funded by FightMND.

## 8. LIABILITY & INDEMNITY

8.1 Each Party ("**Indemnifier**") indemnifies the other Party ("**Indemnified Party**") against any loss, liability or expense arising out of or in connection with the Indemnifier's breach of this Agreement, negligent acts or omissions and/or unlawful acts. The Indemnifier's liability to indemnify the Indemnified Party will be reduced proportionally to the extent that the Indemnified Party contributed to the loss, liability or expense.

## 9. CONFIDENTIALITY

9.1 When receiving Confidential Information, the Receiving Party must:

- (a) keep all Confidential Information of the Disclosing Party confidential unless strictly required otherwise by law;
- (b) limit access to those of its personnel, representatives, agents and advisors, reasonably requiring the Confidential Information on a strictly need to know basis;
- (c) not use any Confidential Information in any way other than for purposes directly associated with the Agreement, without the prior written permission of the Disclosing Party

9.2 Confidential Information excludes, or as the case requires, ceases to include information, which is, or becomes:

- (a) available to the public at or after the date of its disclosure to the Receiving Party otherwise than through the default of the Receiving Party;
- (b) properly in the possession of the Receiving Party in written form otherwise than by prior confidential disclosure from the Disclosing Party;
- (c) properly available to the Receiving Party from a third party having no obligation of confidentiality to the Disclosing Party; or
- (d) demonstrated by the Receiving Party to be independently developed by an employee or agent of the Receiving Party having no knowledge of such information which is the subject of the disclosure

9.3 At the termination or expiration of this Agreement and upon the written request of the Disclosing Party, the Receiving Party must return to the Disclosing Party any documents originating from the Disclosing Party which embody Confidential Information and must not keep any copies in any form.

# COLLABORATIVE AGREEMENT

## 10. REPRESENTATIVES AND NOTICES

10.1 Any notice, demand, approval, direction, offer, consent, agreement, specification, request, statement or other communication (**Notice**) required to be given or made under this Agreement must be:

- (a) in writing, in English;
- (b) signed by a person duly authorised by the sender or from an authorised email account; and
- (c) will be deemed duly given or made if delivered or sent in writing by prepaid post or email to the Party's representative as set out in the Schedule

10.2 Any notice or other communication will be deemed to have been received by the Party to which it was sent:

- (a) in the case of hand delivery, upon the date of such delivery;
- (b) in the case of prepaid post within Australia, on the third day next following the date of dispatch; or
- (c) in the case of email, within two days of email date

However, if the result is that a Notice would be taken to be given or made on a day which is not a Business Day, or is later than 4.00 pm (local time), it will be taken to have been duly given or made at 10.00 am on the next Business Day.

10.3 Either Party may change its nominated contact person, address or email for the purposes of this Agreement by giving notice of such change to the other Party within fourteen (14) days of the change.

## 11. MISCELLANEOUS

11.1 This Agreement is governed by the laws of the State of Victoria and the Parties submit to the non-exclusive jurisdiction of the courts of Victoria.

11.2 This Agreement may only be amended in writing, signed by the Parties.

11.3 A Party may not assign the rights and obligations arising under this Agreement without the prior written consent of the other Party.

11.4 The Parties are independent contracting parties, and nothing in this Agreement shall make any Party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either Party any authority to assume or to create any obligation on behalf of or in the name of the other.

11.5 This Agreement constitutes the entire Agreement and understanding between the Parties with respect to the subject matter of this Agreement.

# COLLABORATIVE AGREEMENT

## 12. NON COMPLIANCE AND DISPUTE RESOLUTION

12.1 Failure by any Party to conform to this Agreement may result in termination of the Agreement and all rights listed in the Agreement and may result in exclusion from any future rounds of funding.

12.2 Any dispute, controversy or claim arising out of or in relation to this Agreement, including any dispute as to its breach, termination or invalidity, ("**Dispute**") must be dealt with in accordance with this clause 12.

12.3 Before commencing litigation proceedings in respect of any dispute arising under or in respect of this Agreement, the parties must attempt to resolve the dispute as follows:

- (a) a party may give the other a written notice of the dispute adequately identifying and providing details of the dispute ("Notice of Dispute");
- (b) within 7 Business Days after receiving a Notice of Dispute, the Chief Executive Officers of each of the Parties must confer at least once to attempt to resolve the dispute or to agree on the appropriate methods of doing so;
- (c) if the dispute is not resolved under paragraph (b) within 15 Business Days, then the parties must refer the matter to the Dispute Settlement Centre of Victoria for dispute resolution for mediation. The mediation must be conducted in accordance with the ADC Guidelines for Commercial Mediation operating at the time the dispute is referred which set out the procedures to be adopted, the process of selection of the mediator and the costs involved; and
- (d) if the dispute has not settled within 20 Business Days after appointment of the mediator, either party may commence litigation in relation to the relevant dispute
- (e) this clause 12.3 will survive termination or expiration of this Agreement

# SCHEDULE 1

*(Schedule 1 to be completed after Grants have been awarded)*

**Items to be funded by FightMND:**

**Total amount of equipment in AUD: \$**

Item Description	Quantity required	Cost per item \$	Total cost \$

**Invoicing details:**

FightMND

PO Box 23390 DOCKLANDS, VIC 8012

**Addresses for correspondence and notices:**

**FightMND**

Contact person: Dr Melissa Yang

PO BOX 23390 DOCKLANDS VIC, 8012

Ph: 0402 677 003

E: [melissa@curemnd.org.au](mailto:melissa@curemnd.org.au)

**THE APPLICANT**

Contact person:

Ph:

E: