

CONDITIONS OF AWARD FOR

ESA SCHOLARSHIPS

AND

FELLOWSHIPS

DATE

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1. Application of conditions

- 1.1 These conditions shall apply to all ESA scholarships and fellowships in addition to any specific conditions set out in the particular scholarship or fellowship obtained by the applicant.
- 1.2 The Board of Directors of the ESA may, from time to time, vary the conditions under which any scholarship or fellowship is made.

2. Definitions

‘Board of Directors’ means the Board of Directors of the ESA

‘Company Secretary’ means the Company Secretary of the ESA

‘Institution’ means a university, institute, hospital or other body where an ESA Fellowship/Scholarship is to be held and means the institution referred to in the agreement to accept these conditions

‘Fellow of the ESA means a specialist obstetrician/gynaecologist who has obtained his/her Fellowship of the ESA

‘Member of the ESA means a medical practitioner in the ESA training program who has completed his/her Membership ESA examination

‘ESA’ means The Endocrine Society of Australia

‘Research Foundation Co-ordinator’ means the co-ordinator for the ESA

‘Scholar’ means the recipient of an ESA Fellowship or Scholarship

‘Scholarship/Fellowship’ means a Scholarship or Fellowship awarded by the ESA

‘Research Project Supervisor’ means the research project supervisor of the scholar at the research Institution.

3. Award of scholarships and fellowships

3.1 Only one PhD scholarship application can be submitted by the principle supervisor per year.

3.2 Scholarships and fellowships shall be tenable as set out in the conditions specific to the scholarship or fellowship obtained. The scholarship/fellowship is to be conducted at the Institution as set out in the research project proposal approved by the Scholarship Selection Committee of the Board of Directors of the ESA.

- 3.3 The Head of the Institution will have confirmed support for the scholar and their research project as included with the research project proposal submitted by the scholar.
- 3.4 An awardee of a scholarship or fellowship who does not confirm within one month their intention to take up the scholarship/fellowship as offered, may forfeit the award in favour of another candidate.
- 3.5 For the three year scholarship, a progress report is to be prepared every 12 months. The progress report is to be submitted to the Scholarship Selection Committee together with the research supervisor's assessment of the scholar's work and support for continuation of the research project into a second year.

The progress report should cover, but not be limited to, the following matters:

1. *Title of research project*
2. *Names of other researchers working on this project*
3. *Details of the role and involvement of the award recipient in the research project*
4. *Update on the timeline of research activities completed in the award period*
5. *Progress made on the aims and hypothesis of research project*
6. *Progress made on the background to research project, including literature review*
7. *Progress made in the areas of methods of research, study design, selection criteria, data collection, statistical analysis*
8. *Report on Expenditure of the Scholarship/Fellowship funds for the first six months of the project*

The progress report will be assessed by the Scholarship Selection Committee of the ESA prior to confirmation of the next year of the scholarship/fellowship.

4. **Timing of scholarships and fellowships**

- 4.1 The normal commencement date for a scholarship is regarded as between 1 January and 1 February in each year.
- 4.2 Consideration may be given to the deferment of commencement of a scholarship or fellowship for a period of up to six months. In such cases a request for a deferment of the commencement date must be submitted in writing by the scholar and supported by the supervisor for the research project by 1 November of the preceding year.
- 4.3 After commencement of the scholarship, there may be certain circumstances where a scholar wishes to apply to suspend the period of the scholarship. A suspension for a period of up to six months will be considered by the Board of Directors, following receipt of a request in writing, stating the reasons for the request for suspension, supported by the supervisor for the research project.

5. **Compliance with the law**

The Institution shall ensure that in carrying out its functions and expending the scholarship or fellowship, it complies with all relevant Commonwealth, State and local government laws, regulations and by-laws and including, without limiting the generality of the foregoing, all those relating to employment terms and conditions.

6. **Indemnity**

The Institution shall indemnify, at all times, ESA, the Board of Directors of the ESA, its officers, employees and agents from and against all actions, claims, demands, costs and expenses (including the costs of defending or settling any action, claim or demand) made, sustained, brought or prosecuted in any manner based upon, occasioned by, or attributable to any loss or damage to any person or loss or damage to property which may arise from or be a consequence of any act or omission of the Institution or scholar in the performance of the scholarship, fellowship or research project.

7. **Insurance**

The Institution, for so long as any obligations remain in connection with this scholarship or fellowship, must effect and maintain adequate insurance, and in particular must:

- (a) effect and maintain workers compensation insurance as required by law, and public risk and professional indemnity insurance policies for appropriate amounts to cover all the obligations of the Institution under this scholarship or fellowship, including those which survive the expiration or termination of this scholarship or fellowship; and
- (b) upon request, provide proof of insurance to the Board of Directors of the ESA

8. **Responsibilities of the Institution**

The Institution accepting an ESA research project must undertake to provide the facilities and services necessary for the efficient conduct of the research and further agree to meet the normal overhead expenses and normal institutional maintenance charges.

The Institution shall maintain appropriate accounting records of the expenditure of the scholarship/fellowship funds. (see clauses 13 and 14 below)

9. **Responsibilities of the Scholar**

Scholars accepting an ESA scholarship or fellowship have a responsibility to prepare and submit reports as required and acknowledge the ESA in any publication or thesis resulting from work undertaken during the tenure of the scholarship or fellowship, by stating that the author was the recipient of the particular scholarship/fellowship for a particular period (see clause 18 - Reports).

In addition to this, scholars have a responsibility to promote the ESA.

Scholars are also expected to submit an abstract on their research work for consideration of the Organising Committee for the ESA Annual Scientific Meeting (ASM) during or following completion of their research project, with a view to presenting their findings at this forum of College members. From time to time, this may result in an invitation to present a lecture at the ASM.

10. **Management of Intellectual Property**

Research institutions must have in place policies and relevant procedures relating to Intellectual Property management which:

- (a) ensure that staff are aware of their obligations and responsibilities to protect and manage Intellectual Property; and
- (b) determine the ownership and associated right or assignment of Intellectual Property and require personnel performing work under a research grant to acknowledge and accept these Intellectual Property ownership and rights.

The Institution and scholar agree that the ESA has the right to use or publish any report provided by the award recipient as set out in the conditions for the particular scholarship/fellowship held by the scholar with an appropriate recognition of the scholarship.

11. **Conflict of interest**

At the date of signing the 'Deed of Agreement' to accept and abide by the Conditions for the Award of an ESA Scholarship or Fellowship the research project supervisor confirms that no conflict of interest exists or is likely to arise in the performance of its obligations under this Agreement.

If, during the term of the scholarship or fellowship, a conflict of interest, or risk of a conflict of interest arises in respect of the Institution, or an employee or agent of the Institution, the project supervisor must immediately notify the Company Secretary or the ESA, in writing of that conflict, risk or apparent conflict.

Following discussion in this event, the Institution must take steps as the ESA may reasonably require, to resolve or otherwise deal with that conflict, risk or apparent conflict.

If the Institution fails to notify the Company Secretary or the ESA, of the above situation, or is unwilling to resolve or deal with the conflict, risk or apparent conflict as required, the ESA may terminate this Agreement.

12. **Protection of personal information**

The Institution agrees to:

- (a) use personal information held in connection with the performance of the ESA scholarship/fellowship only for the purposes of fulfilling its obligations under this Agreement
- (b) take all reasonable measure to ensure that personal information in its possession or control in connection with this Agreement is protected against loss an unauthorised access, use, modification or disclosure
- (c) comply with the *Privacy Act 1988* (to the extent that the Act applies to the research institution)
- (d) comply with any relevant privacy law of the State or Territory (to the extent that such law applies to the research institution) applicable to the research institution

13. **Dispute resolution**

Before resorting to external dispute resolutions mechanisms, the parties to this Agreement must attempt to settle by negotiation any dispute in relation to this Agreement.

14. **Time of payment of scholarships and fellowships**

Payment of monies in respect of scholarships and fellowships shall be made in accordance with the sum determined for the award on an annual basis by the Board of Directors, ESA. Unless otherwise specified, payment of scholarships and fellowships will be made in full during the second week of February.

In this regard, the scholar or scholar's supervisor should notify the Research Foundation Co-ordinator of the payment details for the scholarship/fellowship monies. The scholarship/fellowship payment will be paid by cheque or by direct debit to the Institution where the scholar will conduct the approved research project.

The scholar or scholar's supervisor must keep an appropriate accounting record of the use of the funds provided, for submission to the Research Foundation at the completion of the project. (See clause 14 below)

15. **Use of the Scholarship/Fellowship funds**

The scholarship/fellowship funds shall be used solely for the purposes specified in the award and shall not be used to meet infrastructure costs.

Monies unspent, should the scholar relinquish or be unable to complete the award, shall be returned to the ESA, unless the Company Secretary, in special circumstances, approves of an alternative arrangement.

The scholar shall submit to the ESA, at the time of his/her final report, an Expenditure Statement. This statement should briefly outline a breakdown of the use of the scholarship/fellowship funds.

PhD scholarship funds may be used for any of the following areas in part or in full:

- Salary of the scholar (\$20 000)
- Conference attendance (\$500)

16. Termination of a scholarship or fellowship

16.1 Notwithstanding any other condition, the Board of Directors may, at any time and upon such notice and subject to such conditions as it may in its discretion decide, terminate a scholarship/fellowship in any of the following circumstances:

- (a) if, in the opinion of the Board of Directors, the research for which the scholarship is approved is not being carried out with competence, diligence, scientific honesty and within the ethics committee approval provided for the project
- (b) with six months notice on the grounds of permanent incapacity, inefficiency or misconduct on the part of the scholar, provided always that, before terminating any aware under the provisions of this clause, the Board of Directors will investigate the grounds for termination and consult with the Project supervisor, the Head of the Institution and the scholar concerned. Following investigation, the Board of Directors will inform the scholar in writing of the substance of the alleged grounds for termination and, unless by reason of ill health, he/she is incapable of making any submission, allow that person a reasonable opportunity to make submissions in writing or, if the Board of Directors decides, appear in person in relation to the matter.

16.2 In any of the above circumstances, the Board of Directors may, in lieu of terminating the scholarship or fellowship, suspend or vary it in such manner as it, in its discretion, considers necessary or desirable.

16.3 If the Board of Directors exercises its power to terminate a scholarship or fellowship in any of the above circumstances, it may take such action as it deems necessary or desirable in consequence of the termination. Upon termination, funds already paid to the Institution, and not expended, shall be refunded to the ESA.

17. Conditions of Service

Scholars shall be entitled to the Conditions of Service applying at the Institution at which they are employed.

18. **Reports**

Reports are required to be submitted in the following timeframe and manner:

- 18.1 A progress report is to be prepared 12 months into the project and submitted by the 30th November of each year.
- 18.2 Following completion of the project, a full report is to be submitted to the ESA by 31 January in the year following completion of the scholarship/fellowship. The final report will be reviewed by the Board of Directors and the Scholarship Selection Committee.

The final report of the project should cover, but not be limited to, the following:

1. *Title of research project*
2. *Names of other researchers working on this project*
3. *Details of the role and involvement of the award recipient in the research project*
4. *Update on the timeline of research activities completed in the award period*
5. *Progress made on the aims and hypothesis of research project*
6. *Progress made on the background to research project, including literature review*
7. *Progress made in the areas of methods of research, study design, selection criteria, data collection, statistical analysis*
8. *Evaluation of research results*
9. *Conclusions*
10. *Updated bibliography*
11. *Acknowledgement of the ESA and the particular scholarship/fellowship under which this research was conducted.*
12. *Report on Expenditure of the Scholarship/Fellowship funds*

- 18.3 The ESA is to be acknowledged in any publication or thesis resulting from work undertaken during the tenure of the scholarship or fellowship, by stating that the author was the recipient of the particular scholarship/fellowship for a particular period.

19. **Role of the Company Secretary**

The Company Secretary may exercise, on behalf of the Board of Directors, ESA, any of the powers conferred, provided that the action taken by the Company Secretary is in accordance with previous decisions of the Board of Directors and provided further that the Company Secretary shall report the action taken to the first meeting of Board of Directors held thereafter

20. **Correspondence regarding the Conditions of Award for Scholarships and Fellowships awarded by the ESA**

Correspondence regarding these Conditions should be directed to: ESA Secretariat, 145 Macquarie St Sydney NSW 2000 or via email esa@racp.edu.au