



**DEPARTMENT OF EDUCATION,  
TRAINING AND YOUTH AFFAIRS**

# **Indigenous Researchers Development Scheme**

## **Conditions of Grant**

as agreed between the

**COMMONWEALTH OF AUSTRALIA**

as represented by the

**Department of Education, Training and Youth Affairs**

and the

**«insert name of institution»**

**2000**

**THESE CONDITIONS OF GRANT** are agreed this ..... day of .....  
.....(year)

**BETWEEN**

**THE COMMONWEALTH OF AUSTRALIA** ('the **Commonwealth**'),

as represented by and acting through the Department of Education, Training and Youth Affairs ('the **Department**');

**AND**

«Institution» ('the **Institution**').

**AS A CONDITION OF THE RECEIPT BY THE INSTITUTION OF FUNDING UNDER THE *HIGHER EDUCATION FUNDING ACT 1988*, THE INSTITUTION AGREES TO COMPLY WITH THE FOLLOWING CONDITIONS OF GRANT IN RESPECT OF THE**

### **INDIGENOUS RESEARCHERS DEVELOPMENT SCHEME**

#### **1. Definitions**

In these Conditions of Grant, unless the contrary intention appears:

'**the Act**' means the *Higher Education Funding Act 1988*, as amended from time to time;

'**Approved Proposal**' means a proposal for expenditure for purposes that will assist programmes of research undertaken by Institutions under section 23 of the Act approved by the Minister and, in these Conditions of Grant, includes all Projects funded at a particular Institution and set out in Annexure A;

'**ARC**' means the Australian Research Council, as established under the *Employment, Education and Training Act 1988* to make recommendations to the Minister on the allocation of research funds, and includes the members of its Committees and Panels;

'**Asset**' includes personal, real or incorporeal property, but shall not mean intellectual property;

'**Audited Financial Statement**' means the statement to be submitted by the Institution by 30 June each year in accordance with subsection 23(5) of the Act;

'**Chief Investigator**' means the person or persons named in the Project Application as Chief Investigator for a particular Project;

'**the Commonwealth**' means the Commonwealth of Australia;

'**the Department**' means the Department of Education, Training and Youth Affairs or any other Department charged with the administration of the Act;

**‘End of Year Report’** means the report to be submitted by the Institution by 31 March in the year following the Grant period which includes details regarding financial expenditure and administration of Projects funded under the Approved Proposal;

**‘Exceptions Report’** means the report to be submitted by the Institution by 1 November each year which includes details regarding the administration of Projects funded under the Approved Proposal;

**‘the Executive Manager’** means the occupant of the position of the Executive Manager of the Research Programme Management Group of the Research Branch of the Higher Education Division of the Department, or of any other Section to which the administration of the Grants may be allocated;

**‘Final Report’** means the report furnished by the Institution to the Department in respect of all completed Projects, within six months of the completion of the Grant, for ARC evaluation and comment;

**‘Grant’** means the amount of financial assistance payable by the Commonwealth to the Institution under subsection 23(3) of the Act for an Approved Proposal;

**‘GST’** has the meaning as given in section 195-1 of the *A New Tax System (Goods and Services Tax) Act 1999*;

**‘Institution’** means the institution or body approved by the Minister under section 23 of the Act as the institution responsible for administering the Grant;

**‘Intellectual Property’** includes all copyright and neighbouring rights, all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;

**‘Material’** includes documents, equipment, software, goods, information and data stored by any means;

**‘the Minister’** means the Minister responsible for the administration of the Act, or the Minister’s delegate;

**‘Personnel’** means those persons involved in the conduct of a Project;

**‘Progress Report’** means the report furnished by the Institution to the Department in respect of all ongoing projects by 31 March each year for ARC evaluation and comment;

**‘Project’** means any Project which forms part of the Approved Proposal and which is set out in Column 3 of Annexure A;

**‘Project Application’** means the application for a Project which was lodged with the Department and given the application number which appears in Column 1 of Annexure A;

**‘Research Office’** means that part of the Institution responsible for liaison on Grant matters;

**‘Responsible Officer’** of the Institution means the Vice-Chancellor or an officer nominated by him/her for the purposes of clauses 22.2, 28.2, 32.1 and 33.1;

**‘Specified Personnel’** means the Chief Investigators named for each Project detailed in the Approved Proposal to perform the Project; and

**‘Supply’** has the meaning as given in section 9-10 of the *A New Tax System (Goods and Services Tax) Act 1999*; and

**‘Targeted Research Programme’** means sub-programme 2.2 of the *Portfolio Budget Statements 1998-99* for the Department.

## **2. Interpretation**

2.1 In these Conditions of Grant, unless the contrary intention appears:

- (a) words in the singular number include the plural and words in the plural number include the singular;
- (b) words importing a gender include any other gender;
- (c) words importing persons include a partnership and a body whether corporate or otherwise;
- (d) condition headings are inserted for convenience only and have no effect in limiting or extending the language of provisions, except for the purpose of rectifying any erroneous cross-reference;
- (e) all references to conditions are to conditions in these Conditions of Grant;
- (f) a reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation of the Commonwealth and, if it has been or is amended, is a reference to that statute or other legislation as amended;
- (g) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning; and
- (h) all references to dollars are to Australian dollars.

2.2 These Conditions of Grant are subject to the Act. If there is any conflict between these Conditions of Grant and the Act, then the Act prevails.

## **3. Entire Agreement and Variation**

3.1 These Conditions of Grant will constitute the entire agreement between the parties and supersede all communications, negotiations, arrangements and agreements, whether oral or written, between the parties with respect to the subject matter of these Conditions of Grant.

3.2 The Institution and the Commonwealth can agree to vary these Conditions of Grant. To be legally binding any variation must be in writing and signed by both parties.

## **4. Grant Period**

4.1 Subject to these Conditions of Grant and the Act, the Grant period is from 1 January to

31 December of the year(s) set out in Annexure A, unless the Grant is terminated earlier.

## **5. Grant Funds**

- 5.1 The Commonwealth will pay to the Institution, by way of financial assistance in accordance with the Act, the amount set out in the Approved Proposal.
- 5.2 The Commonwealth shall have the right to unilaterally vary the amounts set out in the Approved Proposal.
- 5.3 Where the Commonwealth exercises its right under clause 5.2 above, it shall inform the Institution of the variation within forty-five (45) days of that variation.
- 5.4 In the event that a GST becomes payable in respect of any Supply made under these Conditions of Grant, the parties to these Conditions of Grant will negotiate in good faith a modification of these Conditions of Grant consistent with the actual impact of the tax change on the Institution and taking into account any factors which may offset the change. The parties acknowledge that the payment of any additional funding by the Commonwealth to the Institution would be subject to parliamentary appropriation and the negotiations conducted pursuant to this clause may result in a modification of the Project.

## **6. Payment of the Grant**

- 6.1 The Commonwealth will pay the Grant to the Institution in accordance with section 111 of the Act.

## **7. Use of the Grant - activities and facilities**

- 7.1 The Institution will ensure that each Project described in Column 3 of Annexure A is carried out in accordance with these Conditions of Grant in a diligent and competent manner subject to the provision of indicative funds. In addition, each Project will be conducted in accordance with the aims and research plan contained in the Project Application submitted by the Institution.
- 7.2 The Institution must ensure that the researcher has adequate time to do the Project and must provide the basic facilities required for each Project described in Column 3 of Annexure A. Basic facilities include:
  - accommodation (suitably equipped and furnished in standard ways);
  - access to workshop services (eg. machine tools and qualified technicians available to each member of staff, according to need, for research);
  - access to a basic library collection;
  - adequate computing time (excluding access to high performance computers);
  - standard reference materials or funds for abstracting services;
  - access to AARNet;
  - basic computing, word processing and microfilm reading facilities; and

- use of photocopiers, telephones, and mail, fax, e-mail and Internet services.

## **8. Use of the Grant - budget**

- 8.1 The Institution shall ensure that expenditure on each Project described in Column 3 of Annexure A is in accordance with the aims and research plan of the Project and within the broad structure of the Project budget contained in the Project Application.
- 8.2 The Institution shall not use the Grant:
- (a) for purposes specifically excluded in the Indigenous Researchers Development Scheme Guidelines for Year 2000 Grants; or
  - (b) for purposes specifically excluded in these Conditions of Grant.

## **9. Use of the Grant - provision of salaries and relief for teaching and for other duties and types of work**

- 9.1 The Indigenous Researchers Development Scheme does not provide full-time salary support for Chief Investigators. Applicants seeking support should apply to the ARC Research Fellowships Scheme or to their Institutional Special Studies Programme.
- 9.2 Grant monies may only be used for relief of Personnel from teaching or other duties for a maximum of six months per annum if it is specified as a special condition for a Project (and specified in Column 7 of Annexure A). If it is so specified, the amount of Grant monies which can be used by the Institution for teaching or other relief is equal to the lowest increment level (level B1) (ARC Salary Provision plus 26% on-costs) of a Senior Research Associate, as set out in Annexure B, reduced pro rata for the period of relief from teaching or other duties. Grant monies specified as a special condition for a Project for the relief of Personnel from teaching or other duties may not be used for any other purpose.
- 9.3 In respect of Personnel other than Chief Investigators, unless the Minister otherwise determines:
- (a) the provision of salaries, recreation leave, sick leave and other conditions of employment for Personnel shall be those of the Institution; and
  - (b) in recruiting Personnel, the Institution shall follow its normal recruitment procedures.
- 9.4 A person who is studying full-time for a postgraduate degree or other postgraduate qualification shall not be employed on a Project for more than twenty (20) hours per week or such lesser time as the internal policies and procedures of the Institution provide.

- 9.5 A person who is receiving a salary for full-time work on a Project shall not accept additional remuneration from any other source without the permission of the Minister:
- (a) in excess of \$2,000 per annum for any other employment or activity; or
  - (b) from any other source in respect of work performed on the Project relating to the Approved Proposal.

## **10. Over-expenditure by the Institution**

- 10.1 Any Project expenditure incurred by the Institution for a Project additional to the approved amount for that Project specified in Columns 4, 5 and 6 of Annexure A, is the responsibility of the Institution. The Commonwealth will not reimburse the Institution for such costs under any circumstances.

## **11. Application for increase in funding**

- 11.1 If, through the Institution, a researcher requests in a new Project Application increased financial assistance in either value or duration for a Project already receiving financial assistance under the Indigenous Researchers Development Scheme, the Institution acknowledges that the new Project Application will compete against all other new applications, with the indicative commitment for the existing Project being forfeited. The Project will be terminated at the end of the Grant period if the new Project Application is unsuccessful. If the new Project Application is successful, the Institution acknowledges that the Minister may approve financial assistance at a level less than or greater than the amount originally approved for the Grant period or as indicative funding.

## **12. Commencement of Projects**

- 12.1 Subject to clause 33 (Deferment of Project) below, all new Projects must commence by 31 October in the first year of the grant. Failure to do so will result in the withdrawal of Commonwealth funding and termination of any individual Projects which have not commenced.

## **13. Specified Personnel**

- 13.1 The Institution shall ensure that the Chief Investigators named in Column 2 of Annexure A (and any other Chief Investigators named in a Project Application) will conduct the Project described in Column 3 of Annexure A, and more fully described in the Project Application, in a diligent and competent manner and will comply with these Conditions of Grant.

## **14. Negation of employment by the Commonwealth**

- 14.1 Personnel, including Specified Personnel, shall not, by virtue of the Grant or these Conditions of Grant, be deemed to be in the service or employment of the Commonwealth.

## **15. Conduct of Research**

- 15.1 Research Projects shall be conducted in accordance with any Research Special Conditions in Annexure C and such Research Special Conditions form part of these Conditions of Grant.
- 15.2 The Institution will ensure that a research Project under these Conditions of Grant will not be permitted to proceed without appropriate ethical clearances having been obtained from the relevant committees and/or authorities listed in Annexure C. Responsibility for ensuring such clearances have been obtained remains with the Institution.
- 15.3 The Institution shall ensure that Chief Investigators:
- (a) take reasonable care of, and safely store, any data or specimens or samples collected during, or resulting from, the conduct of their Project; and
  - (b) make arrangements acceptable to the Department, on the advice of the ARC, for lodgement with an appropriate museum, archive or organisation in Australia of any data or specimens or samples collected during, or resulting from, a Project. Lodgement should normally be made within two years of the conclusion of any fieldwork relating to the Project research. Details of the lodgement are to be included in the Final Report for the Project, submitted to the Department in accordance with clause 23.9 below. Chief Investigators not intending to lodge the material within the two-year period should include an explanation in their Final Report.

## **16. Material produced under these Conditions of Grant**

- 16.1 The Institution shall establish and comply with its own procedures and arrangements for the ownership of all material produced as a result of any research Project under these Conditions of Grant.

## **17. Assets**

- 17.1 Assets purchased with Grant money will be purchased for the exclusive purposes of the Project in the Approved Proposal.
- 17.2 The Institution shall establish and comply with its own procedures and arrangements for purchasing, installing, recording, maintaining and insuring an item of equipment purchased with Grant money.
- 17.3 The Institution shall ensure that any Personnel shall have first priority in the use and operation of equipment purchased for the Project and the Institution, and shall, so far as is practicable, permit persons authorised by the Minister's delegate to have priority access to that equipment in preference to other persons.

- 17.4 Assets purchased with Grant money shall vest in the Institution unless:
- (a) otherwise specified in the Project Application;
  - (b) the Project is terminated, in which case the Minister may, by notice in writing, require the transfer of any such item of equipment to the Commonwealth; or
  - (c) the Chief Investigator is transferred to another Institution, in which case the equipment purchased with Grant monies should be transferred to that Institution in accordance with clause 33 below (Transfer of Chief Investigators).

## **18. Intellectual Property**

- 18.1 The Institution must adhere to an Intellectual Property policy, approved by the Institution's governing body, which has as one of its aims the maximisation of benefits arising from research.

## **19. Research Evaluation Programme**

- 19.1 The Institution shall ensure that researchers are available to contribute to, and participate in, any Research Evaluation Programme (REP) exercise relating to their Projects during, and for a reasonable period after the conclusion of, their Projects. (The Commonwealth maintains the REP in order to evaluate the performance of the Targeted Research Programme against the Commonwealth's objectives for the overall Higher Education Programme. Evaluations undertaken through the REP assist the ARC to review the outcomes of research supported by research programmes. The REP also enables the development of discipline research strategies by the respective research communities concerning their longer term goals and priorities.)

## **20. Acknowledgments, Publications and Publicity**

- 20.1 Subject to commercial sensitivities or Intellectual Property considerations, the outcomes of research Projects are expected to be communicated to the research community and, where appropriate and possible, to the community at large.
- 20.2 When, at any time during or after completion of a research Project, the Institution publishes promotional material, books, articles, television or radio programmes, newsletters or other literary or artistic works which relate to the Project, the Institution shall acknowledge, at a prominent place in the publication, the support of the ARC and the Department.

## **21. Administration of the Grant**

- 21.1 The Institution must maintain reasonable records relating to the Grant in general and the Project(s) conducted with the Grant, in particular to ensure its compliance with these Conditions of Grant.
- 21.2 The Institution shall provide each successful applicant with a copy of these Conditions of Grant within a reasonable time after the beginning of the Grant period.

## **22. Audit and Monitoring**

- 22.1 The Department may conduct ad hoc on-site reviews in relation to financial and other reports to ensure these Conditions of Grant are being, or were, met and that reports submitted to the Department are an accurate statement of compliance by the Institution. Persons nominated by the Department to conduct these reviews are to be given full access by the Institution, if required, to all accounts, records, documents and premises in relation to the Grant and the administration of the Grant funds in general.
- 22.2 The Institution is responsible for monitoring the progress of the Grant and certifying to the Department that progress is satisfactory in the End of Year Report. If at any time, in the opinion of the Responsible Officer, the Grant is not being carried out with competence and diligence, or in accordance with these Conditions of Grant, the Institution shall take all action necessary to minimise further expenditure in relation to the Grant and to inform the Commonwealth immediately.

## **23. Reporting Requirements**

- 23.1 The Institution must submit the following reports and statement, in accordance with these Conditions of Grant and the Act, in the format required by the Department, if specified.

### *Exceptions Report*

- 23.2 The Institution must submit an Exceptions Report for each Indigenous Researchers Development Grant by 1 November in each year of the Grant period. The Department will provide the Institution with a proforma for this report.
- 23.3 All financial data in the Exceptions Report is to cover the period from the payment to the Institution of the Grant funds until 30 October in each year of the Grant period.

### *End of Year Report*

- 23.4 The Institution shall submit, by 31 March of the year following each calendar year for which the Grant was awarded, an End of Year Report. The Department will provide the Institution with a proforma for this report. The End of Year Report will contain information on all expenditure for each Approved Proposal, including any unspent financial assistance to be recovered by the Commonwealth.
- 23.5 Under paragraph 108(c) of the Act, Grant funds provided by the Commonwealth to the Institution which are not spent during the year of the Grant period to which those funds were allocated may be carried over where approved by the Minister. The usual mechanism for the Institution to seek this approval is in the End of Year Report. Funds will only be carried over more than twelve months in exceptional circumstances.

### *Progress Report*

23.6 The Institution shall require all Chief Investigators to provide an annual Progress Report in respect of each ongoing Project by 31 March of each year for attachment to, and submission with, the End of Year Report, on a proforma supplied by the Department for this purpose,. Each Progress Report will be referred to the relevant ARC Committee for evaluation and comment. The Committee will review the outcomes against the objectives of the Project as stated in the Project Application. Any Chief Investigator whose Progress Report is deemed inadequate will be contacted for further information. If the Committee is still not satisfied with the outcome of the Project, the next payment of Grant monies will not be made until satisfactory progress has been made on the Project. If satisfactory progress is still not achieved, the Grant will be terminated and all outstanding monies will be recovered by the Department. This action will be noted against any further Project Applications submitted by, or on behalf of, the Chief Investigator and may be taken into account in obtaining funding for subsequent applications under this or any other scheme.

### *Final Report*

23.7 The Institution shall furnish Final Reports for Indigenous Researchers Development Grants within six months of the completion of the Grant. The proforma for this report will be supplied by the Department. Each Final Report will be referred to the relevant ARC Committee for evaluation and comment. The Committee will review the outcomes against the objective(s) of the Indigenous Researchers Development Grant as stated in the Project Application. If a Final Report is deemed inadequate, the Chief Investigator will be contacted for further information. If the Committee is still not satisfied with the outcome of the Approved Proposal, this will be noted against any further applications submitted by, or on behalf of, the Chief Investigator and may affect their success in obtaining funding for subsequent applications under this or any other scheme.

### *Audited Financial Statement*

23.8 The Institution shall submit, by 30 June of the year following the calendar year for which the Grant was awarded, an Audited Financial Statement. The Department will provide the Institution with a proforma for this statement. This statement will contain detailed information setting out to the satisfaction of the Commonwealth how the Grant funds were expended.

23.9 In completing the Audited Financial Statement, the Institution must ensure that the amount shown in that statement as 'approved carry forward funds' is the same as the amount (if any) that the Institution sought to carry over in the End of Year Report.

### *Copyright in Reports*

23.10 Copyright in all reports required by these Conditions of Grant will vest in the Institution at the time of creation but the Institution grants to the Commonwealth a permanent, irrevocable, royalty-free, non-exclusive licence to use, reproduce and publish on a non-profit basis, these reports. The Commonwealth's licence is subject to the requirements of clause 23.11 below.

23.11 The Commonwealth warrants that, for a period of three years from the date of submission of the Final Report for the Grant, it will seek the agreement of the Institution before any information contained in any reports related to the Grant, which the Institution indicates is confidential and should not be disclosed, is disclosed to any person other than an officer of the Department or a member of the ARC.

## **24. Recovery of Unspent Grant Monies or Overpayments of Grant Monies**

24.1 Any unspent Grant monies may be recovered by the Commonwealth under subsection 108(a) of the Act. Any overpayment of Grant monies made to an Institution may be recovered under subsection 108(b) of the Act. The Commonwealth may offset the unspent or overpaid Grant monies against the total of any further Grant monies paid to the Institution.

## **25. Indemnity**

25.1 Subject to these Conditions of Grant, the Institution shall at all times indemnify and hold harmless the Commonwealth, its officers, employees and agents (in this clause referred to as "those indemnified") from and against any loss (including legal costs and expenses on a solicitor/own client basis) or liability, reasonably incurred or suffered by any of those indemnified arising from any claim, suit, demand, action or proceeding by any person against any of those indemnified where such loss or liability was caused by a wilful, unlawful or negligent act or omission of the Institution, its employees, agents or subcontractors in connection with these Conditions of Grant.

25.2 The indemnity referred to above shall survive the expiration or termination of these Conditions of Grant.

## **26. Insurance**

26.1 The Institution shall effect and maintain adequate insurance or similar coverage to cover any liability arising as a result of its participation in the Indigenous Researchers Development Scheme and, if requested, provide the Commonwealth with a copy of the policy/ies. The Institution shall be responsible for effecting all insurances required under Worker's Compensation legislation and for taking all other action required as an employer.

## **27. Year 2000 Compliance**

27.1 The Institution warrants that the date (and century) and clock fields within any electronic version of a report, or any other document, required by these Conditions of Grant, which is provided to the Department:

- (a) generate and otherwise perform Calculations using Valid Dates, for all intervals of time including those that refer to the calendar year 2000 and beyond; and
- (b) is Compatible with Related Products that will reference years until the end of 1999 by two digits or four digits.

For the purposes of this condition:

- **‘Calculations’** includes without limitation arithmetic, calculations, comparison, sequencing sorting operations and any combination required, which accommodates same century and multi-century formulas and date values and date data interface values, including leap year calculations and date data century recognition.
- **‘Compatible’** means all Related Products’ ability to interface and continue to operate, to accept and produce a two-digit year with an implied prefix of 19.
- **‘Related Product’** means an item of hardware, software or firmware with which any electronic version of the report or document shares information relating to Calculations or with which that version needs to complete a function involving the recording of an interval of time.
- **‘Valid Date’** means the date of an actual day which is represented with four-digit year, two-digit month within year and two-digit day within a month, or any other equivalent representation.

## **28. Termination**

28.1 If the Institution fails to comply with any of these conditions then the Commonwealth may, in accordance with section 108 of the Act, require the Institution to return all or some of the Grant monies to the Commonwealth.

28.2 The Institution must terminate a Grant:

- (a) where progress is not, in the opinion of the Responsible Officer, satisfactory; or
- (b) on the death, incapacity, resignation or withdrawal of the Personnel unless suitable alternative arrangements, satisfactory to the participating researchers and the Minister, can be made by the Institution for the continuance of the Grant; or
- (c) where the parties have agreed to the termination of the Grant.

28.3 Upon termination of the Grant under clause 28.2 above:

- (a) the Institution shall take all action necessary to minimise further expenditure under the Grant; and
- (b) the Minister will, under section 108 of the Act, recover monies that have not been expended under the Grant.

## **29. Accuracy of Information/Malpractice**

29.1 The Grant is subject to the condition that the information contained in all Project Applications is accurate and not misleading. The Commonwealth will regard inaccurate and misleading information as including, but not being limited to, claiming fictitious track records, inflating funds obtained from other sources and false claims in the publication record, e.g. describing a paper as being published when it has only been submitted.

### **30. Change of Chief Investigators**

30.1 If a Chief Investigator is no longer able to continue the Project, the Grant may be continued under another Chief Investigator provided that:

- they meet the eligibility criteria, as specified in the Indigenous Researchers Development Scheme Guidelines for Year 2000 Grants;
- they are recommended by the ARC to the Minister for approval; and
- the change has prior approval, in writing, by the Minister.

30.2 A request for such a change must be directed in writing to the Department as soon as it is known that a Chief Investigator will not be able to continue in this capacity on a Project.

30.3 The position of Chief Investigator may not be transferred to another person without the prior written permission of the Minister.

### **31. Deferment of Project**

31.1 If the Institution wishes to defer commencement of a Project beyond 31 October in the year for which approval was first given by the Minister for the Project, or to defer continuation of a Project, written application, with appropriate justification, must be made to the Executive Manager, through the Institution's Research Office. The Institution must not defer the Project unless the Institution has received written permission from the Department, on the basis of a decision made by the Minister.

### **32. Transfer of Chief Investigators**

32.1 Where the first-named Chief Investigator moves from one Institution ("the relinquishing Institution") to another Institution ("the recipient Institution"), written application must be made by the Responsible Officer of each Institution to the Minister seeking approval for the transfer. The Minister shall have regard to the circumstances surrounding the proposed transfer and may approve the transfer subject to such conditions as are considered appropriate. The written requests should provide evidence that the following parties agree to the transfer:

- the relinquishing Institution;
- the first-named Chief Investigator;
- the recipient Institution; and
- other Chief Investigators designated or nominated in the Project Application.

32.2 When the Department receives the information regarding the transfer of a Project, it will:

- recover unspent Grant monies from the relinquishing Institution;
- seek the Minister's approval of the transfer of unspent Grant monies and indicative funding for the Project to the recipient Institution; and
- vary the Conditions of Grant where Ministerial approval is granted.

32.3 Once the transfer of the first-named Chief Investigator has been approved, the relinquishing Institution must:

- identify the transfer in its Exceptions Report; and
- report expenditure of Grant monies for the Project prior to the transfer in its End of Year Report and identify the transfer in the 'Notes' column.

The recipient Institution must:

- include the Project in its Exceptions Report; and
- report expenditure of Grant monies for the Project subsequent to the transfer in its End of Year Report and identify the transfer in the 'Notes' column.

32.4 To proceed with a transfer without the prior written approval of the Minister contravenes these Conditions of Grant and will result in termination of the Project.

32.5 If the Minister approves the transfer of a Project, the Conditions of Grant will be varied appropriately.

### **33. Liaison**

33.1 All communications from the Institution to the Department or the Minister relating to the Grant shall be made through the Responsible Officer of the Institution and shall be directed to the Executive Manager at the following address:

The Executive Manager  
Research Programme Management Group  
Higher Education Division  
Department of Education, Training and Youth Affairs  
GPO Box 9880  
CANBERRA CITY ACT 2601

Fax: (02) 6240 9781



# ANNEXURE A

«fldAdminInstitution»

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<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>	<u>Column 5</u>	<u>Column 6</u>	<u>Column 7</u>
<b>Application No.</b>	<b>Investigator(s)</b>	<b>Project Title</b>	<b>2000 Funds</b>	<b>2001 Funds</b>	<b>2002 Funds</b>	<b>Special Conditions</b>
«fldApplicationI D»	«fldCIS»	«fldProjectTitle»	«Yr1»	«Yr2»	«Yr3»	«fldSpecialConditions»
			2000	2001	2002	

# ANNEXURE B

## ARC Provision towards Fellowship Salaries (including Research Associates & Senior Research Associates)

Levels to be used as at 1 January 2000

Fellowship Category	Increment Level	\$ ARC Salary Provision	\$ 26% on-costs	RA/SRA
<b>Australian Postdoctoral Fellowships</b>	A 1	38 589	10 033	<b>Research Associate</b>
	A 2	40 007	10 402	
	A 3	41 422	10 770	
<b>Australian Research Fellowships</b>	B 1	43 604	11 337	<b>Senior Research Associate</b>
	B 2	45 239	11 763	
	B 3	46 873	12 187	
	B 4	48 510	12 613	
	B 5	50 144	13 037	
	B 6	51 780	13 463	
<b>Queen Elizabeth II Fellowships</b>	B 1	46 873	12 187	
	B 2	48 510	12 613	
	B 3	50 144	13 037	
	B 4	51 780	13 463	
<b>Senior Research Fellowships</b>	C 1	53 414	13 888	
	C 2	55 051	14 313	
	C 3	56 685	14 738	
	C 4	58 320	15 164	
	C 5	59 954	15 588	
	C 6	61 591	16 014	
	D 1	64 316	16 722	
	D 2	66 495	17 289	
	D 3	68 676	17 855	
	D 4	70 856	18 422	
	E	82 847	21 540	

# ANNEXURE C

## RESEARCH SPECIAL CONDITIONS

1. *Importation of Experimental Organisms:* The Institution must ensure that, before experimental organisms are imported into Australia for the purposes of a Project, they or the Chief Investigator of the Project must obtain agreement in principle for the importation from the appropriate Commonwealth and State authorities.
2. *Research Involving Humans or Animals:* If any Project conducted by the Institution involves research on or involving humans or animals, the Institution shall ensure that the codes adopted for these purposes by the National Health and Medical Research Council are complied with and that the Project may not commence without clearance from the Institution's Ethics or Biosafety Committee (or equivalent) and from any other relevant authority outside of the Institution.
3. *Deposition of Biological Materials:* Any biological material accumulated during the course of a Project shall be transferred to an Australian body with statutory responsibility for control of such material. If no such body is available to take control of the biological material then the Institution shall dispose of the material in accordance with the Institution's established safeguards.
4. *Genetic Manipulation:* If a Project involves the preparation and/or use of recombinant nucleic acids constructed *in vitro* from sources that do not ordinarily recombine genetic information, approval in writing by the Institution's Biosafety Committee (or equivalent) or the Genetic Manipulation Advisory Committee (GMAC) must be obtained.
5. If a Project involves, or is concerned with the use of, recombinant DNA techniques, the Institution shall ensure that the principles and guidelines established and approved from time to time by the Australian Government's Recombinant DNA Monitoring Committee are observed.
6. If a Project involves or concerns the use of recombinant DNA techniques on animals or humans then, before the proposed research commences, the Institution shall ensure that the research has been approved by the relevant Ethics or Biosafety Committee (or equivalent) of the Institution. The Institution shall retain all Certificates relating to the above and will provide such evidence to the Executive Manager if required to do so.
7. *Ionising Radiation:* If a Project involves the use of ionising radiation, the Institution shall ensure that any personnel performing procedures involving ionising radiation are appropriately trained and hold a relevant current licence from the appropriate State authority. The Institution shall retain all such licences and shall provide them to the Executive Manager if required to do so.
8. *Social Science Data Sets:* Any machine-readable data arising from a Project involving research relating to the social sciences should be lodged with the Australian Consortium for Social and Political Research Inc. (ACSPRI) or any other appropriate archive for secondary use by other investigators. This should normally be done within two years of the conclusion of any fieldwork relating to the Project research. If a Chief Investigator is not intending to do so within the two-year period, s/he should include the reasons in the Project's Final Report.