



Funding Contract

between the

Commonwealth of Australia
as represented by the
Australian Research Council

and

{Institution's Name}

regarding funding for
Linkage—Australian Postdoctoral
Fellowships (CSIRO)
to commence in
2003

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Parties & Recitals

THIS CONTRACT is made on *{*state day}* day of *{*state month}* *{*state year}*

between the

COMMONWEALTH OF AUSTRALIA ('the Commonwealth'), as represented by and acting through the Australian Research Council ('the ARC') [ABN 35 201 451 156]

and

*{*name the Institution fully#}* ('the Institution')

WHEREAS:

- A. The Commonwealth through the ARC operates a Programme, being the *Linkage—Australian Postdoctoral Fellowships (Commonwealth Scientific and Industrial Research Organisation)* Programme ('the Programme').
- C. The Commonwealth accepts that the Institution is an eligible body for the purposes of the Programme, and the Commonwealth may provide financial assistance to enable the Institution to conduct the Projects, being those described in Schedule A.
- D. The Commonwealth is required by law to ensure the accountability of Funding and, accordingly, the Institution is required to be accountable for all Commonwealth Funding it receives under this Contract.
- E. The Commonwealth wishes to provide Funding under the Programme to the Institution for the purposes, and subject to the terms and conditions, set out in this Contract.

NOW IT IS HEREBY AGREED as follows:

1 Definitions

1.1 In this Contract, unless the contrary intention appears:

'ABN' has the meaning as given in section 41 of the A New Tax System (Australian Business Number) Act 1999;

'Act' means the *Australian Research Council Act 2001* or subsequent relevant legislation 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 51 of the Act approved by the Minister and, in this Contract, includes all Projects funded at the Institution and set out in Schedule A;

'ARC' means the Australian Research Council, as established under the *Australian Research Council Act 2001* or subsequent relevant legislation, as amended from time to time, to make recommendations to the Minister on the allocation of research funds, and includes the members of its Board and Committees;

'ARC's website' is <http://www.arc.gov.au/>

'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 58(b) of the Act;
- ‘Australian Postdoctoral Fellow’, ‘APDC Fellow’ or ‘Fellow’ means an individual researcher named in Schedule A who has been awarded a Fellowship;
- ‘Australian Postdoctoral Fellowship’, ‘APDC Fellowship’ or ‘Fellowship’ means an individual Australian Postdoctoral Research Fellowship awarded to an eligible researcher named in Schedule A;
- ‘Chief Executive Officer’ or ‘CEO’ means the occupant of the position from time to time of the Chief Executive Officer of the Australian Research Council;
- ‘Chief Investigator’ means the person or persons named in the Project Application as Chief Investigator for a particular Project;
- ‘Commonwealth’ means the Commonwealth of Australia;
- ‘DEST’ means the Department of Education, Science and Training, or any other Department charged with the administration of the Act;
- ‘End of Year Report’ means the report described in clause 27.3;
- ‘Exceptions Report’ means the report described in clause 27.2;
- ‘Final Report’ means the report described in clause 27.5;
- ‘Funding’ or ‘Funds’ means the amount or amounts payable under this Contract for each Project as specified in Schedule A;
- ‘GST’ has the meaning as given in section 195-1 of the *A New Tax System (Goods and Services Tax) Act 1999*;
- ‘Guidelines’ means the Guidelines for Linkage—Australian Postdoctoral Fellowship (Commonwealth Scientific and Industrial Research Organisation) for funding commencing in 2003 and includes the Instructions to Applicants that form part of the Guidelines;
- ‘Institution’ means the higher education institution or administering organisation approved by the Minister under section 51 of the Act as the body responsible for administering the Funding;
- ‘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;
- ‘Linkage—APD (CSIRO)’ means the Linkage—Australian Postdoctoral Fellowships (Commonwealth Scientific and Industrial Research Organisation) Programme;
- ‘Material’ includes documents, equipment, software, goods, information and data stored by any means;
- ‘Minister’ means the Minister from time to time responsible for the administration of the Act, or the Minister’s delegate;
- ‘Programme Coordinator’ means the occupant from time to time of the position of Programme Coordinator (*Linkage—APD (CSIRO)*) in the Australian Research Council, or any other person to which the administration of the Discovery-Projects Programme may be allocated;
- ‘Progress Report’ means the report described in clause 27.4;

‘Project’ or ‘Projects’ means the Project or Projects (including Fellowships) described in Schedule A;

‘Project Application’ or ‘Project Applications’ means the application or applications for a Project or Projects lodged with the ARC and given the application number or numbers specified in Schedule A;

‘Project Budget’ means the budget specified in Schedule A;

‘Research Office’ means that part of the Institution responsible for liaison with the ARC on Funding matters;

‘Responsible Officer’ means the Vice-Chancellor or other corporate head of the Institution or an officer nominated by him/her;

‘Special Conditions’ means the conditions specified in Schedule A that govern the use of the Project Budget; and

‘Specified Personnel’ means the Chief Investigators and Fellows named for each Project detailed in the Approved Proposal and Fellows named in Schedule A to perform the Project.

2 Interpretation

2.1 In this Contract, 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) clause headings, words capitalised or in bold format and notes in square brackets (“[]”) 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 clauses are to clauses in this Contract;
- (f) all references to dollars are to Australian dollars and this Contract uses Australian currency;
- (g) 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;
- (h) 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.

2.2 This Contract operates subject to the Act. If there is any conflict between this Contract and the Act, the Act prevails.

3 Entire Agreement and Variation

3.1 This Contract, including Schedules, the Project Application and the Guidelines constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the parties with respect to the subject matter of this Contract.

3.2 If any part of this Contract conflicts with any other part, that part higher in the following list shall take precedence:

- (a) the terms and conditions of this Contract;
- (b) the Schedules;
- (c) the Guidelines; and
- (d) the Project Application.

3.3 The Institution and the Commonwealth may agree to vary this Contract. A variation to this Contract must be in writing and signed by both parties.

4 Funding Period

Subject to clause 5 of this Contract, the Funding period is from 1 January to 31 December of the year(s) set out in Schedule A for each Project, unless the Funding is terminated earlier.

5 Payment of Funding

5.1 Subject to parliamentary appropriation, the Commonwealth shall pay the Funds, in accordance with the Act, to the Institution in the manner specified in Schedule A.

5.2 The Commonwealth will pay to the Institution, by way of financial assistance in accordance with the Act, the amount set out in Schedule A, which is exclusive of GST, where 'GST' has the meaning as given in section 195-1 of the A New Tax System (Goods and Services Tax) Act 1999. For government-related entities (such as a government funded university or research institute) there will be no GST payable on the funding transaction between the entity and the ARC. Non-government-related entities, which are liable to pay GST on this transaction with the ARC, will receive a base-funding amount and an additional amount to cover the GST.

5.3 The duration of the funding for *Linkage—APD (CSIRO)* is indicative only of the intent of the Minister at the time of making the offer of Funding and is not binding on the Commonwealth. In the event that the Minister subsequently makes a determination under section 51 of the Act to continue the Funding, this Contract will continue to apply to any Fellowships granted financial assistance under such a determination.

5.4 The Commonwealth shall have the right to unilaterally vary the amounts set out in the Approved Proposal.

5.5 The ARC notional salary rates for Fellowships as set out in Schedule B are applicable as at 1 January 2002. In the event that the Minister makes a determination under section 51 of the Act, the Commonwealth reserves the right to unilaterally vary Schedule B of this Contract to reflect annual adjustments in the ARC salary and allowance levels for Fellowships.

5.6 Where the Commonwealth exercises its rights under clause 5.4 or 5.5, it shall inform the Institution of the variation within thirty (30) days of that variation.

5.7 The Commonwealth will not provide additional funding for any Project set out in Schedule A except where allowed for under clause 5.4 and 5.5.

.6 Accuracy of Information/Malpractice

The Institution warrants that the information contained in all Project Applications is accurate and not misleading. The Commonwealth regards 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 even if it has only been submitted.

7 Use of the Funding: activities, facilities and types of work

7.1 The Institution will ensure that each Project described in Schedule A is carried out in accordance with this Contract, in a diligent and competent manner, subject to the provision of indicative funds. In addition, each Fellowship will be conducted in accordance with the aims and research plan contained in the Project Application, or any revised budget, aims and research plan, submitted by the Institution and approved by the ARC.

7.2 The Institution shall ensure that expenditure on each Project described in Schedule A is in accordance with the aims and research plan of the Project.

7.3 The Institution shall not use the Funding:

- (a) for purposes specifically excluded in the Guidelines; or
- (b) for purposes specifically excluded in clauses 8.1, Schedule A and Schedule D of this Contract.

7.4 The Institution must ensure that APDC Fellows have adequate time to do, or participate in, the Project and must provide the basic facilities required for each Project described in Schedule A. Basic facilities include but are not limited to:

- (a) suitably equipped and furnished office accommodation;
- (b) for any laboratory-based Project, adequate access to workshop services ie. machine tools and qualified technicians available to each member of staff, according to need, for research;
- (c) access to a basic library collection, standard references and funds for abstracting services;
- (d) access to basic computer facilities, including word processing and access to the Internet;
- (e) adequate computing time (excluding access to high performance computers unless specified in the Project Application),
- (f) photocopying, telephone and microfilm reading facilities; and
- (g) time for the Specified Personnel to do the Project.

8 Use of the Funding: - salaries, entitlements and conditions

8.1 The funding must not be used to provide salary support for Chief Investigators.

8.2 Entitlements and conditions of employment for APDC Fellows are detailed in Schedule D. ARC notional salary rates for APDC Fellowships are detailed in Item B1 of Schedule B.

9 Over-expenditure by the Institution

Any Project expenditure incurred by the Institution for a Project additional to the approved amount for that Project specified in Schedule A in the columns headed 'Indicative Funds', is the responsibility of the Institution. The Commonwealth will not reimburse the Institution for such costs under any circumstances.

10 Agreement between CSIRO and the higher education institution

10.1 Regardless of whether the Institution is CSIRO or a higher education institution, the Institution must not allow a Project to commence, nor Funding to be expended, until CSIRO's relevant Division and the higher education institution have entered into a written agreement that specifies that both organisations agree to comply with this Contract and which also includes conditions about:

- (a) the role of both organisations in the Project; and
- (b) Intellectual Property arrangements.

10.2 If the higher education institution and the CSIRO Division are not able to come to an agreement by the final date for commencement, as specified in clause 11, the Project must be terminated.

11 Commencement of Projects and Fellowships

Subject to clause 12 below, all new Projects and Fellowships must commence by 31 August in the first year of the Funding. Failure to do so will result in the withdrawal of the Funding and termination of any individual Projects which have not commenced.

12 Deferral of Commencement of Project and/or Fellowship

12.1 If the Institution wishes to defer commencement of a Project and/or Fellowship, a written request seeking permission to commence between 31 August and 31 October in the first year of the Funding, justifying the requested deferral in terms of special circumstances, must be made to the Programme Coordinator, through the Institution's Research Office prior to 31 August in the first year of the Funding.

12.2 The Institution must not defer commencement of the Project or the Fellowship unless the Institution has received written permission from the ARC, based on a decision made by the Minister.

12.3 Any Projects which have not commenced by 31 October will be terminated and the funding recovered.

13 Specified Personnel

13.1 The Institution shall ensure that the Specified Personnel will conduct the Project in a diligent and competent manner and will comply with this Contract.

13.2 The Institution shall provide each Chief Investigator with a copy of this Contract within a reasonable time after the beginning of the Funding.

14 Change of Specified Personnel

14.1 If a Chief Investigator is at any time during the term of a Project no longer able to continue the Project, the Project may be continued under another Chief Investigator provided that:

- (a) he/she meets the eligibility criteria, as specified in the *Linkage—APD (CSIRO) Guidelines for funding commencing in 2003*;
- (b) the Project retains at least one Chief Investigator from CSIRO and one Chief Investigator from the relevant higher education institution;
- (c) approval is sought from the Programme Coordinator for the change in Specified Personnel:
 - i. in writing (including the proposed Personnel’s Curriculum Vitae); and
 - ii. within three months of the date that the Specified Personnel ceased working on the Project; and
- (d) the change has prior approval, in writing, by the Minister.

14.2 Failure to fulfill the requirements set out in clause 14.1 will result in immediate termination of the Project.

14.3 If an APDC Fellow is no longer able to continue the Project, the Project will be terminated, as the APDC Fellowship cannot be transferred to another person.

15 Transfer of Project or Fellowship

15.1 Under Section 54 of the Act, Ministerial approval is required for transfers of Projects and Fellowships to another institution.

15.2 The Institution must notify the ARC of any Specified Personnel on the Project who change institutions.

15.3 If the Specified Personnel who change institutions is a first-named Chief Investigator or Fellow the Institution must provide, for the Minister’s approval, a written proposal outlining arrangements for the continuation of the Project and the continued administration of the Funding.

15.4 Where the proposed arrangements include a transfer of the Funding from one institution (‘the relinquishing institution’) to another institution (‘the recipient institution’), the Minister shall have regard to the circumstances surrounding the proposed transfer and may approve the transfer subject to such conditions as the Minister considers appropriate. The written request must include evidence that the following parties agree to the transfer:

- (a) the relinquishing institution;
- (b) all Specified Personnel on the Project; and

- (c) the recipient institution.

15.5 When the ARC receives a proposal requesting the transfer of Funding it will:

- (a) seek the Minister's approval for the transfer of unspent Funds and indicative Funding in Schedule A for the Project and any identified Assets to the recipient institution; and
- (b) vary the relevant funding contract, or enter into a new funding contract with, the relevant institutions, once Ministerial approval is granted.

15.6 Once approval has been granted to transfer the Funding:

- (a) the relinquishing institution must:
 - i. inform the ARC, in writing, of the amount of unspent Funds for the Project and pay the ARC such unspent Funds. The ARC will then provide the unspent Funds to the recipient institution;
 - ii. identify the transfer in its Exceptions Report;
 - iii. report expenditure of Funding for the Project prior to the transfer in its End of Year Report and identify the transfer in the 'Notes' column; and
 - iv. vary the relevant funding contract with the ARC and its arrangements regarding the Project with CSIRO or the higher education institution (as the case may be) accordingly; and
- (b) the recipient institution must:
 - i. include the Project in its Exceptions Report;
 - ii. report expenditure of Funding for the Project subsequent to the transfer in its End of Year Report and identify the transfer in the 'Notes' column;
 - iii. vary the relevant funding contract, or enter into a new funding contract, with the ARC accordingly; and
 - iv. vary its arrangements regarding the Project with CSIRO or the higher education institution (as the case may be), or enter into new such arrangements, accordingly.

15.7 If the Chief Investigator or a Fellow changes Institution and the Minister's approval is not given for arrangements for the continuation of the Project and the continued administration of the Funding, the Project may be terminated.

15.8 Relocation expenses will not be paid on the transfer of any Specified Personnel from the relinquishing institution to the recipient institution.

16 Negation of Employment by the Commonwealth

16.1 Specified Personnel and/or Institutions, shall not represent themselves as being employees, partners or agents of the Commonwealth, or as otherwise able to bind or represent the Commonwealth.

16.2 Specified Personnel and/or Institutions shall not by virtue of this Contract be or for any purpose be deemed to be employees, partners, or agents of the Commonwealth, or as having any power or authority to bind or represent the Commonwealth.

17 Conduct of Research

17.1 Projects shall be conducted in accordance with any special conditions specified in this Contract.

17.2 The Institution shall ensure that a Project under this Contract will not be permitted to proceed without appropriate ethical clearances having been obtained from the relevant committees and/or authorities referred to in Schedule C or prescribed by the Institution's research rules. Responsibility for ensuring such clearances have been obtained remains with the Institution.

17.3 Chief Investigators for each Project, including APDC Fellows, must take intellectual responsibility for that Project, its conception, any strategic decisions called for in its pursuit, and communication of results. Funding has been awarded on the basis that the researcher identified as the first-named Chief Investigator in a Project Application must co-ordinate the Project.

18 Material produced under this Contract

18.1 The Institution shall establish and comply with its own procedures and arrangements for the ownership of all material produced as a result of any Project under this Contract.

18.2 For any Material produced under this Contract, the Institution shall ensure that all Specified Personnel:

- (a) take reasonable care of, and safely store any data or specimens or samples collected during, or resulting from the conduct of the Project;
- (b) make arrangements acceptable to the ARC for lodgement with an appropriate museum or archive in Australia of data or specimens or samples collected during, or resulting from their Project; and
- (c) include details of the lodgement or reasons for non-lodgement in the Final Report for the Project.

19 ARC Assessments

19.1 The Institution must ensure that, for the duration of the Funding under *Linkage—APD (CSIRO)*, if requested by the ARC, Chief Investigators and/or Fellows agree to assess up to twenty new applications for ARC funding.

19.2 If the ARC determines that a Chief Investigator and/or Fellow has failed to meet the obligation to assess applications assigned by the ARC for assessment, the ARC will notify the Institution in writing of that failure.

19.3 If a Chief Investigator and/or Fellow does not undertake assessment of the assigned applications within a period specified by the ARC, in the notice referred to in clause 19.2 above, the Institution will be considered to be in breach of this Contract and the relevant Project may be terminated, in which case any unspent funds will be recovered by the ARC.

20 Intellectual Property

20.1 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. The Commonwealth makes no claim on the ownership of Intellectual Property brought into being as a result of the projects for which Funding is provided.

20.2 The Institution must comply with the *National Principles of Intellectual Property Management for Publicly Funded Research* as amended from time to time and currently located at the following URL: http://www.arc.gov.au/publications/arc_pubs/01_01.pdf

20.3 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 incurred or suffered by any of those indemnified arising from any claim, suit, demand, action or proceeding by any person in respect of any infringement of Intellectual Property rights by the Institution, its employees, agents or subcontractors in the course of, or incidental to, performing the Project or the use by the Commonwealth of reports provided by the Institution.

20.4 The indemnity referred to in clause 20.3 shall survive the expiration or termination of this Contract.

21 Protection of Personal Information

21.1 The Institution agrees with respect to all activities related to or in connection with the performance of the Project or in connection with this Contract:

- (a) to comply with the Information Privacy Principles set out in section 14 of the *Privacy Act 1988* which concern the collection, security, access, data quality, relevance, use and disclosure of personal information to the extent that the content of those principles apply to the types of activities the Institution is undertaking under this Contract, as if it were a record-keeper as defined in the *Privacy Act 1988*;
- (b) not to transfer personal information held in connection with this Contract outside Australia, or to allow parties outside Australia to have access to it, without the prior approval of the Commonwealth;
- (c) to co-operate with any reasonable demands or inquiries made by the Federal Privacy Commissioner or the CEO in relation to the management of personal information by the Institution or breaches or alleged breaches of privacy;
- (d) to ensure that any person who has an access level which would enable that person to obtain access to any personal information (as defined in the *Privacy Act 1988*) is made aware of, and undertakes in writing, to observe the Information Privacy Principles referred to in paragraph (a) above;
- (e) to comply with any policy guidelines laid down by the Commonwealth or issued by the Federal Privacy Commissioner from time to time relating to the handling of personal information;
- (f) to comply with any reasonable direction of the CEO to observe any recommendation of the Federal Privacy Commissioner relating to any acts or practices of the Institution that the Federal Privacy Commissioner considers to be a breach of the obligations in paragraph (a) above;
- (g) to comply with any reasonable direction of the CEO to provide the Federal Privacy Commissioner access for the purpose of monitoring the Institution's compliance with this clause;

- (h) to indemnify the Commonwealth in respect of any loss, liability or expense suffered or incurred by the Commonwealth arising out of or in connection with a breach of the obligations of the Institution under this clause or any misuse of personal information by the Institution or any disclosure by the Institution in breach of an obligation of confidence whether arising under the *Privacy Act 1988* or otherwise;
- (i) to ensure that any record (as defined in the *Privacy Act 1988*) containing personal information provided to the Institution by the Commonwealth or any other person pursuant to this Contract is, at the expiration or earlier termination of this Contract, either returned to the ARC or deleted or destroyed in the presence of a person duly authorised by the ARC to oversee such deletion or destruction; and
- (j) to the naming or other identification of the Institution in reports by the Federal Privacy Commissioner.

21.2 The Institution shall immediately notify the ARC if the Institution becomes aware of a breach of its obligations under clause 21.1.

21.3 An act done or a practice engaged in by the Institution for the purposes of meeting (directly or indirectly) an obligation under this Contract:

- (a) is authorised by this clause even if the act or practice is inconsistent with a National Privacy Principle or an approved privacy code that applies to the Institution; and
- (b) is subject to the other obligations in this clause 21.

21.4 This clause survives the expiration or earlier termination of this Contract.

22 Compliance with Commonwealth Policies

22.1 The Institution shall, when using the Commonwealth’s premises or facilities, comply with all reasonable directions and Departmental procedures relating to occupational health (including the Commonwealth’s smoke free work place policy), safety and security in effect at those premises or in regard to those facilities, as notified by the Commonwealth or as might reasonably be inferred from the use to which the premises or facilities are being put.

22.2 The Institution shall comply with its obligations, if any, under the *Equal Opportunity for Women in the Workplace Act 1999* and shall not enter into a subcontract with a subcontractor named by the Equal Opportunity for Women in the Workplace Agency as an employer currently not complying with that *Equal Opportunity for Women in the Workplace Act 1999*.

22.3 The Institution shall, in its dealings with its employees, have due regard to Commonwealth policies on employment, including the *Workplace Relations Act 1996*, and obligations under relevant occupational health and safety laws.

23 Acknowledgments, Publications and Publicity

23.1 Subject to commercial sensitivities or Intellectual Property considerations, the outcomes of Projects are expected to be communicated to the research community and, where appropriate and possible, to the community at large.

23.2 When, at any time during or after completion of a Project, the Institution publishes promotional material, books, articles, television or radio programmes, newsletters or other literary or artistic works which relate to the Project and/or Fellowship, the Institution shall acknowledge, at a prominent place in the publication, the support of the ARC in a form acceptable to the ARC.

24 Administration of the Funding

The Institution shall keep financial documents and records relating to the Project so as to enable all income and expenditure related to the Project to be identified in the accounts of the Institution, the preparation of financial statements in accordance with Australian Accounting Standards, and the audit of those records and documents in accordance with Australian Auditing Standards and generally accepted audit practices.

25 Audit and Monitoring

25.1 The Institution is responsible for monitoring the expenditure of Funding and certifying to the ARC that the Funding has been expended and the progress of the Project is satisfactory in the End of Year Report. If at any time, in the opinion of the Responsible Officer, the Funding is not being expended in accordance with this Contract, the Institution shall take all action necessary to minimise further expenditure in relation to the Project and inform the ARC immediately.

25.2 The ARC may conduct ad hoc on-site reviews in relation to financial and other reports to ensure that the terms of this Contract are being, or were, met and that reports submitted to the ARC are an accurate statement of compliance by the Institution. Persons nominated by the ARC 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 Funding and the administration of the Funds in general. The ARC's liability for expenses in this regard extends only to the ARC's participation and the Institution should be liable for all costs of participation by the Institution's personnel in such reviews.

26 Access to Premises & Records

26.1 The Institution shall, at all reasonable times, give to the CEO or any person authorised in writing by the CEO:

- (a) unhindered access to:
 - i. the Institution's employees;
 - ii. premises occupied by the Institution; and
 - iii. Material;
- (b) reasonable assistance to:
 - i. inspect the performance of the Project;
 - ii. to locate and inspect Material; and
 - iii. make copies of Material and remove those copies, relevant to the Project.

26.2 The access rights referred to in clause 26.1 are subject to:

- (a) the provision of reasonable prior notice by the ARC;

- (b) the Institutions' reasonable security procedures.

26.3 If a matter is being investigated which, in the opinion of the CEO, or any person authorised in writing by the CEO, may involve an actual or apprehended breach of the law, clause 26.2 will not apply.

26.4 Upon receipt of reasonable written notice from the CEO, the Institution shall provide any information required by the Commonwealth for monitoring and evaluation purposes.

26.5 Nothing in clause 26.1 to 26.4 inclusive affects the obligation of each party to continue to perform its obligations under this Contract unless otherwise agreed between them.

26.6 The Auditor-General, or a delegate of the Auditor-General for the purpose of performing the Auditor-General's statutory functions, at reasonable times and on giving reasonable notice to the Institution, may:

- (a) require the Institution to provide records and information which are directly related to this Contract;
- (b) have access to the premises of the Institution for the purposes of inspecting and copying documentation and records, however stored, in the custody or under the control of the Institution which are directly related to this Contract; and
- (c) where relevant, inspect any Commonwealth Assets and Commonwealth Material held on the premises of the Institution.

26.7 This clause shall survive the expiration or earlier termination of this Contract.

27 Reporting Requirements

27.1 The Institution must submit the following reports, in accordance with this Contract and the Act, in the format required by the ARC, if specified.

27.2 Exceptions Report

- (a) The Institution must submit an Exceptions Report for each Project by 1 October in each year of the Funding period. The ARC will provide the Institution with a proforma for this report.
- (b) All financial data in the Exceptions Report is to cover the period from the payment to the Institution of the Funds until 30 September in each year of the Funding period.

27.3 End of Year Report

- (a) The Institution shall submit an End of Year Report by 31 March in the year following each calendar year for which the Funding was awarded. The ARC will provide the Institution with a proforma for this report.
- (b) The End of Year Report will contain information on all expenditure under the Approved Proposal, on a Project by Project basis, including.
 - i. any unspent funds to be recovered by the Commonwealth;
 - ii. any unspent funds that the Institution is seeking to have carried over into the next year; and
 - iii. the reasons why the unspent funds are required to be carried over.

- (c) Under subsection 58(e) of the Act, Funds provided by the Commonwealth to the Institution which are not spent during the year of the Funding period to which those funds were allocated may be carried over where approved by the Minister. The Institution must request this approval in the End of Year Report.
- (d) Where a carry over of 75% or more of the Funding provided is requested, separate written justification must be provided.
- (e) Funds will be carried over for more than twelve months only in exceptional circumstances. Separate written justification must be provided in this instance.

27.4 Progress Report

- (a) The Institution shall ensure that all Chief Investigators and Fellows provide an annual Progress Report in respect of each ongoing Project by 31 January of each year, except in the first year of funding, on a proforma available on the ARC's website. The ARC will review the outcomes against the objectives of the Project as stated in the Project Application, or any approved revised budget, aims and research plan. Any Chief Investigator or Fellow whose Progress Report is deemed inadequate or unsatisfactory will be contacted for further information.
- (b) If the ARC is not satisfied with the progress of the Project, further payment of funds will not be made until satisfactory progress has been made on the Project. If satisfactory progress is still not achieved, the Funding will be terminated and all outstanding monies recovered by the ARC.
- (c) Unsatisfactory progress on the Project will be noted against any further applications under any ARC scheme submitted by, or on behalf of, the Chief Investigator or Fellow and will be taken into account in the assessment of those applications.

27.5 Final Report

- (a) The Institution shall ensure that Final Reports are provided for each Project within six months of the final payment of the Project (including any approved carry forward). The proforma for this report will be available on the ARC's website. The ARC will review the outcomes against the objective(s) of the Project as stated in the Project Application or any approved revised budget, aims and research plan.
- (b) If a Final Report is deemed inadequate, the Chief Investigator or Fellow will be contacted for further information. If the ARC is not satisfied with the outcomes of the Project, this will be noted against any further Project Applications under any ARC scheme submitted by, or on behalf of, the Chief Investigator or Fellow and will be taken into account in the assessment of those applications.
- (c) If the Final Report is not submitted on time this will be noted against any further Project Applications under any ARC programme submitted by, or on behalf of, the Chief Investigator or Fellow and will be taken into account in the assessment of those applications.

- (d) Applications under any ARC programme submitted by, or on behalf of a Chief Investigator or Fellow on a Project for which the Final Report is outstanding will be deemed ineligible.

27.6 Audited Financial Statement

- (a) In accordance with section 58 of the Act, the Institution shall submit an Audited Financial Statement by 30 June of the year following the calendar year for which the Funding was awarded. The Statement must comply with any guidelines that DEST may issue and are in force from time to time for the preparation of annual financial statements by Australian higher education institutions.
- (b) 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 and approval was given to carry over in the End of Year Report.

28 Copyright in Reports

28.1 Copyright in all reports required by this Contract 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 and reproduce these reports and publish them on a non-profit basis. The Commonwealth's licence is subject to the requirements of clause 28.2 below.

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

29 Recovery of Unspent Funds or Overpayments of Funds

29.1 Any unspent Funds may be recovered by the Commonwealth under subsection 58(1)(e) of the Act. Any overpayment of Funds made to an Institution may be recovered under subsection 58(1)(d) of the Act.

29.2 The Commonwealth may offset the unspent or overpaid Funds against the total of any further Funds payable to the Institution.

30 Indemnity

30.1 Subject to this Contract, 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 willful, unlawful or negligent act or omission of the Institution, its employees, agents or subcontractors in connection with this Contract .

30.2 The Institution's liability to indemnify the Commonwealth under clause 30.1 shall be reduced proportionally to the extent that any act or omission of the Commonwealth or its employees or agents contributed to the loss or liability.

30.3 The indemnity referred to above shall survive the expiration or termination of this Contract.

31 Insurance

The Institution shall effect and maintain adequate insurance or similar coverage to cover any liability arising as a result of its participation in *Linkage—APD (CSIRO)* and, if requested, provide the Commonwealth with a copy of the relevant policies, appropriate Certificate of Currency or such other insurance documents as may be reasonably required by the Commonwealth. 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.

32 Termination

32.1 If the Institution fails to comply with any of the obligations contained in this Contract then the ARC may terminate the Funding and, in accordance with Section 58 of the Act, require the Institution to return all or some of the Funds to the Commonwealth.

32.2 The Institution must terminate a Project:

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

32.3 Upon termination of the Funding under clause 32.2 above:

- (a) the Institution shall take all action necessary to minimise further expenditure under the Funding; and
- (b) the Minister may, under section 58 of the Act, recover monies that have not been expended under the Funding.

33 Compliance with Law

33.1 The Institution shall in carrying out this Contract comply with the provisions of any relevant statutes, regulations, by-laws, and requirements of any Commonwealth, State, Territory or local authority.

33.2 The Institution acknowledges that:

- (a) Chapter 7 of the *Criminal Code* provides for offences which attract substantial penalties, including theft of Commonwealth property and other property offences, obtaining property or financial advantage by deception, offences involving fraudulent conduct, bribery, forgery and falsification of documents;
- (b) it is aware that giving false or misleading information is a serious offence under the *Criminal Code*;
- (c) the publication or communication of any fact or document by a person which has come to their knowledge or into their possession or custody by virtue of the performance of this Contract (other than a person to whom the Institution is authorised to publish or disclose that fact or document) may be an offence under section 70 of the *Crimes Act 1914*, punishment for which may be a maximum of two years imprisonment;
- (d) in respect of data, including personal information, held in connection with this Contract, any unauthorised and intentional access, destruction, alteration, addition or impediment to access or usefulness of the data stored in any computer in the course of performing this Contract is an offence under Part VIA of the *Crimes Act 1914* which may attract a substantial penalty, including imprisonment;
- (e) it is aware of the provisions of section 79 of the *Crimes Act 1914* relating to official secrets.

33.3 The Institution undertakes with respect to any officer, employee, agent or subcontractor who will have access to documents, materials or information within the meaning of section 79 of the *Crimes Act 1914* that prior to having access the officer, employee, agent and subcontractor will first be required by the Institution to provide the Institution with an acknowledgment that the officer, employee, agent or subcontractor is aware of the provisions of the section.

Note: Institutions should note also that they may be subject to the provisions and applications of the Trade Practices Act 1974 and the Archives Act 1983.

34 Liaison

All communications between the ARC and the Institution, or from the Institution to the Minister, relating to the Funding shall be directed to:

Disciplines and Programs (Linkage—Australian Postdoctoral Fellowships
(CSIRO) Projects)

Australian Research Council

Postal address

PO Box 2702

CANBERRA ACT 2601

Courier Address

cnr Jerrabomberra Avenue and Hindmarsh Drive

SYMONSTON ACT 2609

Phone: 02 6284 6600

Fax: 02 6284 6601

Email: ncgp@arc.gov.au

35 Applicable Law

This Contract shall be governed by and construed in accordance with the laws of the Australian Capital Territory and the parties agree, subject to the Contract that the Courts of the Australian Capital Territory shall have jurisdiction to entertain any action in respect of, or arising out of, this Contract.

SCHEDULE A

Details of Projects to receive funding by the Commonwealth

[COMMENT: Include here details of, among other things:

- *Funding years (see clause 4);*
- *Manner of paying funding (clause 5.1)*
- *Funding amount (clause 5.2);*
- *Project Description (clause 7.1);*
- *Basic facilities (clause 7.4); and*
- *Project Application Numbers.]*

SCHEDULE B

Salaries

B1 ARC notional APDFellowship salaries

	Salary		26% oncosts		Total
Australian Postdoctoral Fellowship (APD)					
	\$ 48,559	\$	12,625	\$	61,184
 Australian Research Fellowship (ARF) / Queen Elizabeth II Fellowship (QEII)					
Step 1	\$ 61,411	\$	15,967	\$	77,378
Step 2	\$ 72,888	\$	18,951	\$	91,839
 Australian Professorial Fellowship (APF)					
Step 1	\$ 80,393	\$	20,902	\$	101,295
Step 2	\$97,935	\$	25,463	\$	123,398

B2 Fellowships: maximum relocation allowances

USA	\$15,000
UK, Europe, Asia (Northern Hemisphere)	\$12,000
Asia (Southern Hemisphere/New Zealand)	\$ 9,000
Australia	\$ 6,000

SCHEDULE C**Research Special Conditions**

- C1. *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.
- C2. *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.
- C3. *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.
- C4. *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.
- C5. *Recombinant DNA techniques:* 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.
- C6. *Recombinant DNA techniques on animals or humans:* 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 Programme Coordinator if required to do so.
- C7. *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 Programme Coordinator if required to do so.
- C8. *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.

SCHEDULE D

Special Conditions

D1 Australian Postdoctoral Fellowship (CSIRO)

- D1.1 The Institution must provide from the Funding to each Australian Postdoctoral Fellowship (CSIRO) holder named on the Project at least the ARC notional APD Fellowship salary and on-costs as listed in Schedule B.
- D1.2 Subject to clause 5.3, the tenure of an APDC Fellowship is three years and is subject to the receipt of satisfactory Annual Progress Reports. The Fellowship will not be extended beyond three years.
- D1.3 The Institution shall make up any shortfall between the ARC notional APD Fellowship salary and on-costs, and the prevailing salary levels for other academic staff at a similar level, from sources other than these Funds, so that the APDC Fellows are no worse off financially than other academic staff at a similar level at the Institution.
- D1.4 APDC Fellows may compete for an Australian Research Fellowship or Queen Elizabeth II Fellowships in the last year of their current Fellowship.

D2 Use of the Funding – other expenses

- D2.1 The Institution must make reimbursement payments from the Funding to APDC Fellows for relocation costs (travel expenses (see clause D2.2 below) and removal of household items only) on provision of full particulars of mode and time of travel and the receipts for all other payments *e.g.* removal expenses of household items.
- D2.2 The Institution shall ensure that the total amount of travel expenses (excluding the cost of removal of household items) claimed does not exceed the cost of the cheapest direct airfare for the APDC Fellow and their dependants. Where a Fellow elects to travel by car, the ARC will provide a mileage allowance up to the maximum equivalent of the cheapest direct airfare. On completion of the APDC Fellowship, the Fellow will be entitled to the same return travel provisions provided that the Fellow has not obtained subsequent employment in Australia for a period exceeding twelve months.
- D2.3 Reimbursement of relocation costs will be provided to the Institution by the ARC on the basis of a claim submitted as part of the Exceptions Report or the End of Year Report, as described in clause 28, on condition that:
- (a) all relevant receipts are provided to the ARC;
 - (b) the claim is processed within the year the claim is made;
 - (c) all claims are made in Australian dollars; and
 - (d) the Institution makes such claims to the ARC within 12 months.
- D2.4 The Institution may reimburse APDC Fellows and claim from the ARC up to the following amounts for travel expenses and removal of household items expenses:
- (a) a maximum of \$15,000 for a Fellow who relocates from the USA;
 - (b) a maximum of \$12,000 for a Fellow who relocates from UK / Europe / Asia (Northern Hemisphere);
 - (c) a maximum of \$9,000 for a Fellow who relocates from NZ / Asia (Southern Hemisphere); and

(d) a maximum of \$6,000 for a Fellow who relocates within Australia.

D2.5 For the purposes of relocation entitlements, a dependant is defined as a person who moves residence with the APDC Fellow. A spouse who transfers employment to the city of the Institution can be regarded as a dependant. A child continuing to study at the former city and not intending to live with the Fellow cannot be regarded as a dependant.

D3 Conditions of Employment and Recognition of APDC Fellows

D3.1 APDC Fellows may not hold another position either at the Institution or at another Institution. The Institution must confirm that successful applicants have formally resigned from their positions before taking up Fellowships at the Institution.

D3.2 The Institution shall recognise APDC Fellows as academic staff and incorporate them fully into the activities and academic life of the Institution, but should note that limits do apply (see clause D3.3). Unless the Minister otherwise determines, the provision of salaries, recreation leave, sick leave and other conditions of employment for Fellows shall be those of the Institution.

D3.2A The Institution must ensure that any Personnel who are employed full-time on the Project and whose salary is provided from the Funding shall not, without the prior agreement of the Minister, accept any remuneration whatsoever from any source other than the Institution in respect of work performed on the Project.

D3.3 Additional academic duties, including research supervision, are not discouraged but should enhance, rather than detract from, the Fellows' research. Fellows may not accept additional appointments or remuneration without the prior agreement of the Institution and the Minister.

D3.4 The Institution shall ensure that, during the tenure of the APDC Fellowship, a Fellow shall be entitled to leave of absence for recreation at the rate of four weeks per annum, to be taken at any time by arrangement between the Fellow and the Institution. However, the ARC will not provide additional funds to cover accrued leave proposed to be taken after the Fellowship period has expired. Fellows should therefore take their recreation leave during the period of Fellowship tenure.

D3.5 The Institution shall ensure that eligible APDC Fellows are entitled to up to twelve weeks' paid maternity leave, in addition to the duration of their Fellowship. The ARC will provide up to twelve weeks' additional funding, where necessary, for this purpose. The mechanism for claiming the additional funding for this purpose is the End of Year Report.

D3.6 The APDC Fellow may take a total of twelve months' leave through the duration of the Fellowship where it is in accordance with the Institution's practice, using accrued leave or leave without pay.

D4 Infrastructure

The Institution shall provide APDC Fellows with the same access to infrastructure funds as applies to academic staff at the same level within the Institution and afford them equal status with similar staff for the provision of accommodation, access to necessary laboratory and workshop facilities, adequate time on the Institution's computer and other equipment, stationery, photocopying and typing services. Institutions are also required to provide reasonable time on major equipment necessary for the conduct of the Fellow's research programme.

D5 Relinquishment of Fellowship

D5.1 The Institution shall require APDC Fellows to give one month's notice to the Institution if they intend to relinquish the Fellowship. The Institution shall advise the Programme Coordinator of the relinquishment of the Fellowship immediately so that an offer can be made to the next reserve.

D5.2 Relinquished Fellowships must be reported in the End of Year Report.

D6 Suspension of Fellowship

D6.1 An APDC Fellow may apply for a suspension of the Fellowship for a period of up to twelve (12) months in total during the tenure of the Fellowship. This may occur if, for example, a Fellow is offered a short-term teaching or research position. In such a case, the work to be carried out would need to be closely related to the research being undertaken under the Fellowship.

D6.2 Applications for suspension for up to six (6) months may be approved by the Vice-Chancellor or his/her nominee unless they occur in the first year of the APDC Fellowship.

D6.3 An APDC Fellow wishing to suspend for more than six (6) months, or during the first year, must apply through the Research Office to the Programme Coordinator seeking the Minister's approval to suspend the Fellowship. Unless there are extenuating circumstances, a suspension will not normally be granted in the first year of the Fellowship.

D6.4 A suspension for more than six (6) months that commences without the written permission of the Minister may result in the immediate termination of the relevant Fellowship.