



Australian Government

Australian Research Council

Funding Agreement

between the

Commonwealth of Australia
as represented by the
Australian Research Council

and

{Institution}

regarding funding for
Linkage Learned Academies Special Projects
to commence in
2005

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Parties and Recitals

THIS AGREEMENT is made on ----- day of -----

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

('the Institution')

WHEREAS:

- A. The Commonwealth through the ARC operates a Program, being the *Linkage Learned Academies Special Projects* Program ('the Program').
- B. The Commonwealth accepts that the Institution is an eligible body for the purposes of the Program, and the Commonwealth may provide financial assistance to enable the Institution to conduct the Projects, being those described in Schedule A.
- C. 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 Agreement.
- D. The Commonwealth wishes to provide Funding under the Program to the Institution for the purposes, and subject to the terms and conditions, set out in this Agreement.

NOW IT IS HEREBY AGREED as follows:

1. Definitions

1.1. In this Agreement, 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*;

'the Act' means the *Australian Research Council Act 2001*, or as amended from time to time;

'Approved Proposal' means a proposal for expenditure for purposes that will assist programs of research undertaken by Institutions approved under section 51 of the Act by the Minister and, in this Agreement, includes all Projects funded at the Institution and set out in Schedule A;

'ARC' means the Australian Research Council, as established under the Act 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 paragraph 58(1)(b) of the Act;

- ‘Chief Executive Officer’ (‘CEO’)** means the occupant of the position from time to time of the Chief Executive Officer of the Australian Research Council;
- ‘the Commonwealth’** means the Commonwealth of Australia;
- ‘Commonwealth Assets’** means Assets owned by the Commonwealth;
- ‘Commonwealth Material’** means any Material provided by the Commonwealth to the Institution for the purposes of this Agreement or which is copied or derived from that Material;
- ‘End of Year Report’** means the report described in clause 19.2;
- ‘Final Report’** means the report described in clause 19.3;
- ‘Funding’ or ‘Funds’** means the financial assistance payable under the Act and is the amount or amounts payable under this Agreement for each Project as specified in Schedule A;
- ‘Funding Approval’** means the proposal approved for expenditure by the Minister under the Act;
- ‘Funding Rules’** means the Funding Rules for Linkage Learned Academies Special Projects for funding commencing in 2005;
- ‘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 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;
- ‘LA’** The application number which appears in Schedule A;
- ‘Linkage LASP Application’** means the application for Linkage Learned Academies Special Projects funding which was lodged with the Australian Research Council by the Institution;
- ‘Material’** includes documents, equipment, software, goods, information and data stored by any means;
- ‘the Minister’** means the Minister from time to time responsible for the administration of the Act, or the Minister’s delegate;
- ‘Personnel’** means those persons involved in the conduct of a Project;
- ‘Program Coordinator’** means the occupant from time to time of the position of Program Coordinator (*Linkage Learned Academies Special Projects*) in the Australian Research Council, or any other person to whom the administration of the Linkage Learned Academies Special Projects Program may be allocated;
- ‘Project’** means the Project described in Schedule A;
- ‘Project Application’** means the application for a Project lodged with the ARC and given the application number specified in Schedule A;
- ‘Project Budget’** means the budget specified in Schedule A;
- ‘Project Leader’** means the person named in the Project Application as Project Leader for a particular Project;
- ‘Reports’** means the End of Year Report; Final Report and the Audited Financial Statement;

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

‘Researcher(s)’ means the person(s) named in the Project Application as Project Leader(s) for a particular Project;

‘Responsible Officer’ means the Corporate Head of the institution or an officer nominated by the Corporate Head of the Institution;

‘Specified Personnel’ means the Project Leader and Partner Investigators named for each Project detailed in the Approved Proposal and named in Schedule A.

2. Interpretation

2.1. In this Agreement, 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 Agreement;
- (f) all references to dollars are to Australian dollars and this Agreement 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 Agreement operates subject to the Act. If there is any conflict between this Agreement and the Act, the Act prevails.

3. Entire Agreement and Variation

3.1 This Agreement, including Schedules, the Project Application and the Funding Rules 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 Agreement.

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

- (a) the terms and conditions of this Agreement;
- (b) the Schedules;
- (c) the Funding Rules; and

(d) the Linkage LASP application.

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

4. Funding Period

4.1 Subject to clause 5 of this Agreement, the Funding period is for the period(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 as 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. 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 Learned Academies Special Projects* 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 Agreement will continue to apply to any Project granted financial assistance under such a determination.

5.4 Under section 54 of the Act, the Minister or Minister's delegate as provided for under section 66 of the Act may vary a Funding Approval in accordance with the Funding Rules and the provisions of the Act. Following a decision by the Minister or Minister's delegate to vary a Funding Approval, the Commonwealth shall have the right to unilaterally vary the Funding under this Agreement to reflect the Minister's decision or decision of the Minister's delegate.

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

5.6 The Commonwealth will not provide additional Funding for any project set out in Schedule A except where allowed for under Clause 5.4 above.

6. Accuracy of Information/Malpractice

6.1 The Institution warrants that the information contained in all Project Applications and Reports 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 and 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 Agreement, in a diligent and competent manner. The Institution must ensure that each Project will be conducted in accordance with the Project Description 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 must ensure that expenditure on each Project described in Schedule 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, or any revised budget, aims and research plan approved by the ARC.

- 7.3 The Institution shall not use the Funding:
- (a) for purposes specifically excluded in the Funding Rules; or
 - (b) for purposes specifically excluded in this Agreement.

7.4 The Institution must ensure that the researcher(s) has adequate time to do 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) Accommodation (eg., laboratory and office, suitably equipped in standard ways);
- (b) Access to workshop services (eg., machine tools and qualified technicians available to each member of staff, to enable them to carry out their research);
- (c) Access to a basic library collection;
- (d) Standard reference materials or funds for abstracting services;
- (e) Adequate access to computers (excluding access to high-performance computers unless specified in the Project Application);
- (f) Adequate access to basic computing, word processing and microfilm reading facilities; and
- (g) Use of photocopiers, telephones, mail, facsimile, email and internet services.

8. Over-expenditure by the Institution

8.1 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. Subject to a variation to the Funding in accordance with clause 5.4 of this Agreement, the Commonwealth will not reimburse the Institution for such costs under any circumstances.

9. Negation of Employment by the Commonwealth

9.1 Personnel, 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.

9.2 Personnel, Specified Personnel and/or Institutions shall not by virtue of this Agreement 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.

10. Conduct of Research

10.1 Projects shall be conducted in accordance with any special conditions specified under Schedule B of this Agreement.

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

11. Assets

11.1 The Institution shall establish and comply with its own procedures and arrangements for purchasing, installing, recording, maintaining and insuring all items of equipment purchased with the Funds.

11.2 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 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.

11.3 The ownership of any Asset purchased wholly or partly with the Funding shall be vested in the Institution, and listed in its assets register 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.

12. Intellectual Property

12.1 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.

12.2 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/pdf/01_01.pdf

12.3 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 in accordance with this Agreement.

12.4 The indemnity referred to in clause 12.3 shall survive the expiration or termination of this Agreement.

13. Protection of Personal Information

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

- (a) to comply with the Information Privacy Principles set out in section 14 of the *Privacy Act 1988* which concerns the collection, security, access, data quality, relevance, use and disclosure of personal information to the extent that the content of those principles applies to the types of activity the Institution is undertaking under this Agreement, 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 Agreement 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 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 13.1 (a) above;
- (e) to comply with any policy guidelines laid down by the Commonwealth or issued by the 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 Privacy Commissioner relating to any acts or practices of the Institution that the 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 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 Agreement is, at the expiration or earlier termination of this Agreement, either returned to the ARC or deleted or destroyed in the presence of a person 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 Privacy Commissioner.

13.2 The Institution shall immediately notify the ARC if the Institution becomes aware:

- (a) of a breach of its obligations under clause 13;
- (b) that a disclosure of Personal Information may be required by law; or
- (c) of an approach to it by the Privacy Commissioner or by a person claiming that their privacy has been interfered with.

This clause survives the expiration or earlier termination of this Agreement.

14. Compliance with Commonwealth Policies

14.1 The Institution shall, when using the Commonwealth's premises or facilities, comply with all reasonable directions and ARC procedures relating to occupational health (including the Commonwealth's smoke-free workplace 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.

14.2 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 sub-Agreement with a subcontractor named by the Equal Opportunity for Women in the Workplace Agency as an employer currently not complying with the *Equal Opportunity for Women in the Workplace Act 1999*.

14.3 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.

15. Acknowledgments, Publications and Publicity

15.1 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.

15.2 When, at any time during or after completion of a Project, the Institution publishes promotional Material, books, articles, television or radio programs, 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 in a form acceptable to the ARC.

15.3 Advice on use of the logo is provided on the ARC website at www.arc.gov.au

16. Administration of the Funding

16.1 The Institution must maintain reasonable records relating to the Funding in general and the Projects conducted with the Funding, in particular to ensure its compliance with this Agreement.

17. Audit and Monitoring

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

17.2 The ARC may conduct ad hoc on-site reviews in relation to financial and other reports to ensure that the terms of this Agreement 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.

18. Access to Premises & Records

18.1 The Institution shall, at all reasonable times give, to the CEO or any person authorised in writing by the CEO; the Attorney General; or the Privacy Commissioner:

- (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

18.2 The access rights in clause 18.1 are subject to:

- (a) the provision of reasonable prior notice to the Institution; and
- (b) the Institution's reasonable security procedures.

18.3 If a matter is being investigated which, in the opinion of the CEO of the ARC, or any person authorised in writing by the CEO, may involve an actual or apprehended breach of the law, clause 18.2 will not apply.

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

18.5 Nothing in clause 18.1 to 18.4 inclusive affects the obligation of each party to continue to perform its obligations under this Agreement unless otherwise agreed between them.

18.6 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 Agreement;
- (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 Agreement; and
- (c) where relevant, inspect any Commonwealth Assets and Commonwealth Material held on the premises of the Institution.

18.7 This clause shall survive the expiration or earlier termination of this Agreement.

19. Reporting Requirements

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

19.2 End of Year Report

- (a) The Institution shall submit an End of Year Report by 31 March in the year following the calendar year for which the Funding was awarded. The ARC will provide the Institution with a pro forma 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 paragraph 58 (1) (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.

19.3 Final Report

- (a) The Institution shall ensure that Final Reports are provided for each project within six months of the final payment for the project (including any approved carry forward). 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 Project Leader 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 Project Leader 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 program submitted by, or on behalf of, the Project Leader and will be taken into account in the assessment of those applications.

19.4 Audited Financial Statement

- (a) In accordance with section 58 of the Act, the Institution shall submit an Audited Financial Statement for each year for which the Funding was awarded.
- (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.

20. Copyright in Reports

20.1 Copyright in all Reports required by this Agreement 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.

20A. Disclosure of Information

20A.1 Subject to clause 20A.2,

- (a) The Commonwealth must not, without the Institution's prior written approval, disclose any of the Institution's confidential information to a third party.

20A.2 The obligations on the Commonwealth under this clause 20A will not be breached if information:

- (a) is disclosed by the Commonwealth to the responsible Minister;
- (b) is disclosed by the Commonwealth, in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
- (c) is authorised or required by law to be disclosed; or
- (d) is in the public domain otherwise than due to a breach of this clause 20A.

20A.3 In this clause 20A, the Institution's confidential information means information contained in Reports that:

- (a) are described in clause 19; or
- (b) the Institution identifies, by notice in writing to the Commonwealth after the date of

this Agreement, as confidential information for the purposes of this agreement.”

21. Recovery of Unspent Funds or Overpayments of Funds

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

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

22. Indemnity

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

22.2 The Institution’s liability to indemnify the Commonwealth under clause 22.1 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.

22.3 The indemnity referred to above shall survive the expiration or termination of this Agreement.

23. Insurance

23.1 The Institution shall effect and maintain adequate insurance or similar coverage to cover any liability arising as a result of its participation in *Linkage-Learned Academies Special Projects* and, if requested, provide the Commonwealth with a copy of the relevant policies or when appropriate Certificate of Currency. The Institution shall be responsible for effecting all insurances required under worker’s compensation legislation and for taking all other actions required as an employer.

24. Termination

24.1 In accordance with subsection 58(1) of the Act, if the Minister or the Minister’s delegate as provided for under section 66 of the Act informs the Institution that the Minister or the Minister’s delegate is satisfied that the Institution has failed to fulfil a condition applicable to the Funding, the Institution will pay to the Commonwealth the amount (if any) specified by the Minister or the Minister’s delegate, not exceeding the amount of the Funding.

24.2 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 or Minister’s delegate, 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.

24.3 Upon termination of the Funding under clause 24.2 above:

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

25. Compliance with Law

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

25.2 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 Agreement (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 Agreement, 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 Agreement 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;
- (f) it is aware of its obligations under Part 4 of the *Charter of United Nations Act 1945* and the *Charter of United Nations (Terrorism and Dealing with Assets) Regulations 2002*;

Note: more information about the *Charter of United Nations Act* and the *Charter of United Nations (Terrorism and Dealing with Assets) Regulations* is available at http://www.dfat.gov.au/icat/freezing_terrorist_assets.html.

- (g) it may be subject to the provisions of the *Trade Practices Act 1974* and the *Archives Act 1983*.

25.3 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.

26. Liaison

26.1 All communications from the Institution to the ARC, or the Minister, relating to the Funding shall be made through the Responsible Officer of the Institution and shall be directed to the Program Coordinator at the following address:

Program Coordinator (*Linkage Learned Academies Special Projects*)
Australian Research Council

Postal address
GPO Box 2702
CANBERRA ACT 2601

Courier Address
Cnr Jerrabomberra Avenue and Hindmarsh Drive
SYMONSTON ACT 2609

Phone: 02 6284 6600
Fax: 02 6284 6638
Email: ncgp@arc.gov.au

27. Applicable Law

27.1 This Agreement shall be construed in accordance with the law for the time being in force in the Australian Capital Territory and the parties submit to the jurisdiction of the courts of that Territory..

IN WITNESS WHEREOF the parties have agreed to this Agreement on the date first above written.

SIGNED for and on behalf of)
THE COMMONWEALTH OF AUSTRALIA)
)

by)
insert name of signatory above) signatory to sign above

the)
insert signatory's title above)

of the Australian Research Council)

In the Presence of:)
)

.....)
insert name of witness above) witness to sign above

SIGNED for and on behalf of)

{Institution})
)

by)
insert name of signatory above) signatory to sign above

the)
insert signatory's title above)

of the said Institution who, by signing, certifies that)
they have the authority so to sign)
)

In the Presence of:)
)

.....)
insert name of witness above) witness to sign above

SCHEDULE A

SCHEDULE B

RESEARCH SPECIAL CONDITIONS

- B1 *Importation of Experimental Organisms:* The Institution or the Project Leader of the Project must, before experimental organisms are imported into Australia for the purposes of a Project, obtain agreement in principle for the importation from the appropriate Commonwealth and State authorities.
- B2 *Research Involving Humans or other Animals:* If any Project conducted by the Institution involves research on or involving humans or other 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.
- B3 *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.
- B4 *Genetic Manipulation:* If a Project involves the preparation and/or use of recombinant nucleic acids constructed from sources that do not ordinarily recombine genetic information, approval in writing by the Institution's Biosafety Committee (or equivalent) or the Office of the Gene Technology Regulator (OGTR) must be obtained.
- B5 *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.
- B6 *Recombinant DNA techniques on animals:* If a Project involves or concerns the use of recombinant DNA techniques on animals 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 Program Coordinator if required to do so.
- B7 *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 Program Coordinator if required to do so.
- B8 *Social Science Data Sets:* Any digital data arising from a Project involving research relating to the social sciences should be lodged with the Australian Social Science Data Archive (ASSDA) 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 Project Leader is not intending to do so within the two-year period, s/he should include the reasons in the Project's Final Report.