



Australian Government

Australian Research Council

Funding Agreement
between the
Commonwealth of Australia
as represented by the
Australian Research Council
and
AdminOrgName

regarding funding for
Linkage Projects
to commence in
2007
Rounds 1 and 2

Table of Clauses

Parties & Recitals	4
1. Definitions	4
2. Interpretation	7
3. Entire Agreement and Variation.....	7
4. Term of Agreement and Funding Period.....	8
5. Payment of Funding	8
6. Accuracy of Information/Malpractice	10
7. Use of the Funding: Facilities and Types of Work.....	11
8. Use of the Funding: Provision of Salaries and Relief for Teaching and for Other Duties	12
9. Over-expenditure by the Administering Organisation	13
10. Partner Organisation Agreements.....	13
11. Default of Partner Organisation.....	14
12. Commencement of Project: Final Date for Commencement and Partner Organisation Written Agreements.....	15
13. Deferment of Commencement of Project and/or Fellowship	16
14. Specified Personnel	16
15. Change of Specified Personnel.....	16
16. Transfer of Project or Fellowship.....	17
17. Negation of Employment by the Commonwealth	18
18. Conduct of Research.....	18
19. Conduct of Elements of Projects - Identification of APAI, APDI and LIF.....	19
20. Material produced under this Agreement	19
21. ARC Assessments	19
22. Assets.....	20
23. Intellectual Property	20
24. Protection of Personal Information.....	21
24A. Confidentiality	22
25. Compliance with Commonwealth Policies.....	22
26. Acknowledgments, Publications and Publicity	23
27. Administration of the Funding	23
28. Audit and Monitoring	23
29. Access to Premises and Records	23
30. Reporting Requirements	24
31. Copyright in Proposals and Reports	26
32. Recovery of Unspent Funds or Overpayments of Funds.....	26
33. Indemnity.....	27
34. Insurance.....	27
35. Termination of the Agreement	27

36.	Compliance with Law.....	28
37.	Liaison	29
38.	Applicable Law	29
	SCHEDULE A.....	30
	SCHEDULE B	31
	SCHEDULE C	32
	SCHEDULE D.....	33
	SCHEDULE E	39
	SCHEDULE F.....	43
	SCHEDULE G.....	46

Parties & Recitals

THIS AGREEMENT is made on the _____ 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

AdminOrgName ('the Administering Organisation').

WHEREAS:

- A. The Commonwealth through the ARC operates a Scheme, being the *Linkage Projects Scheme* ('the Scheme').
- B. The Commonwealth accepts that the Administering Organisation is an eligible body for the purposes of the Scheme, and the Commonwealth may provide financial assistance to enable the Administering Organisation to conduct the Projects, including approved funding elements, being those described in Schedule A. (Schedule A.1 – Round 1 for funding commencing in January 2007 and Schedule A.2 – Round 2 for funding commencing in July 2007.)
- C. The Commonwealth is required by law to ensure the accountability of Funding and, accordingly, the Administering Organisation is required to be accountable for all Commonwealth Funding it receives under this Agreement.
- D. The Commonwealth wishes to provide Funding under the Scheme to the Administering Organisation 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*;

'Act' means the *Australian Research Council Act 2001*;

'APAI' or '**Australian Postgraduate Award (Industry)**' means the funding provided by the Commonwealth through the Administering Organisation to support a postgraduate research student to complete either a Masters or PhD degree through the Project identified by the application number which appears in Schedule A;

'**APAI Postgraduate Research Student**' means a postgraduate research student who is in receipt of an Australian Postgraduate Award (Industry);

'APDI' or '**Australian Postdoctoral Research Fellowship (Industry)**' means an individual Australian Postdoctoral Research Fellowship (Industry) awarded to an eligible researcher named in Schedule A;

'**APDI Fellow**' means a postdoctoral researcher whose salary is wholly or partly funded under an APDI provided by the Commonwealth under this Agreement;

'**Approved Proposal**' means a Proposal that has been approved for funding by the Minister in accordance with the Act.;

‘ARC’ means the Australian Research Council, as established under the *Australian Research Council Act 2001*;

‘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 Administering Organisation by 30 June each year in accordance with paragraph 58(1)(b) of the Act;

‘Chief Executive Officer’ or **‘CEO’** means the occupant of the position from time to time of the Chief Executive Officer of the ARC;

‘Chief Investigator’ means the person or persons named in the Proposal as Chief Investigator for a particular Project, or as otherwise approved by ARC and includes any replacement person or persons approved by the Minister in accordance with clause 14;

‘Commonwealth’ means the Commonwealth of Australia;

‘Confidential information’ means any information the parties agree is confidential or that is by its nature confidential;

‘Department’ means the Commonwealth Department of Education, Science and Training;

‘Eligible Organisation’ means an organisation which is eligible to apply for and receive funding under the Funding Rules as described in Appendix 1;

‘End of Year Report’ means the report described in clause 30.2;

‘Fellow’ means an individual researcher named in Schedule A who has been awarded a Fellowship;

‘Fellowship’ means an individual Fellowship which has been awarded to an eligible researcher named in Schedule A;

‘Final Report’ means the report described in clause 30.4;

‘Funding’ or **‘Funds’** means the amount or amounts payable under the Agreement for each Project as specified in Schedule A;

‘Funding Rules’ means the *Linkage Projects Funding Rules for funding commencing in 2007* and includes the Instructions to Applicants that form part of the Funding Rules;

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

‘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;

‘LIF’ or ‘Linkage Industry Fellowship’ means the funding provided by the Commonwealth through the Administering Organisation to support the temporary transfer of an eligible researcher named in Schedule A either from the Administering Organisation to the Partner Organisation, or from the Partner Organisation to the Administering Organisation;

‘Linkage Industry Fellow’ means a researcher named in Schedule A who will be undertaking a temporary transfer supported by a Linkage Industry Fellowship;

‘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;

‘Partner Investigator’ for a Project means the person or persons named in the Proposal as a Partner Investigator for a particular Project, or as otherwise approved by the ARC and includes any replacement person or persons approved by the Minister in accordance with clause 14;

‘Partner Organisation’ means any company, government agency, incorporated body or other industrial collaborator named in Schedule A as a contributor to a Project or as otherwise approved by the ARC and includes any replacement organisation or organisations approved by the Minister in accordance with clause 11;

‘Partner Organisation Contribution’ means the cash and in-kind contribution for a Project provided by the Partner Organisation to the Administering Organisation in respect of a Project;

‘Party’ means the Administering Organisation, Partner Organisations and Specified Personnel and includes any replacement persons or organisations approved by the Minister in accordance with clauses 11 or 14.

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

‘Progress Report’ means the report described in clause 30.3;

‘Project’ means any project described in Schedule A;

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

‘Proposal’ or **‘Proposals’** means the request or requests to the ARC for the provision of financial assistance for a Project given the Project ID specified in Schedule A;

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

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

‘Schedule A’ means either Schedule A.1 – Round 1, for Projects approved for funding to commence in January 2007 and/or Schedule A.2 – Round 2, for Projects approved for funding to commence in July 2007;

‘Scheme’ has the meaning given in Recital A;

‘Scheme Coordinator’ means the occupant from time to time of the position of Scheme Coordinator (*Linkage Projects*) in the Australian Research Council, or any other person to which the administration of the *Linkage Projects* Scheme may be allocated;

‘Special Conditions’ means the conditions specified in Schedules A, C, D, E and G that govern the use of the Project Budget; and

‘Specified Personnel’ means the Chief Investigator(s), Partner Investigator(s) APDI and LIF Fellows.

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 clauses in this Agreement and all references to a schedule is a reference to a schedule to this Agreement;
- (f) all references to dollars are to Australian dollars and this Agreement uses Australian currency;
- (g) 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, replaced or supplemented, is a reference to that statute or other legislation as amended, replaced or supplemented;
- (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 is subject to the Act. If there is any conflict between this Agreement and the Act, then the Act prevails to the extent of any inconsistency.

3. Entire Agreement and Variation

3.1 This Agreement, including Schedules, the Proposal for each Project 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 Notwithstanding clause 3.1, the Minister may at any time impose other requirements or conditions in connection with any Funding covered by this Agreement. The Administering Organisation must immediately comply (or procure compliance) with any other Ministerial conditions or requirements notified by the ARC from time to time. In the event of any inconsistency between this Agreement and any such further requirements or conditions, the Administering Organisation will not be taken to have breached this Agreement where it has acted consistently with any further requirements or conditions notified under this clause.

- 3.3 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 contained in the clauses of the Agreement;
 - (b) the Schedules;
 - (c) the Funding Rules; and
 - (d) the Proposal.
- 3.4 The Administering Organisation and the Commonwealth may agree to vary this Agreement. Other than as expressly provided for in this Agreement, any variation to this Agreement must be in writing and signed by both parties.
- 3.5 The Administering Organisation is required to do all things incidental or reasonably necessary to give effect to this Agreement, including procuring any researchers or third parties to do such incidental or reasonably necessary things. This includes, but is not limited to, the Administering Organisation securing the agreement of all parties involved in Projects to abide by the terms and conditions of this Agreement.

4. Term of Agreement and Funding Period

- 4.1 This Agreement takes effect on the date it has been executed by the Administering Organisation and the ARC and continues to operate until all parties have fulfilled their obligations under this Agreement.
- 4.2 Subject to clauses 4.3 and 5 of this Agreement, the Funding Period for each Project is the approved period(s) set out in Schedule A for that Project, or as otherwise approved in writing by the Minister, unless the Funding is terminated earlier in accordance with this Agreement.
- 4.3 The Funding Period for any Project including any APAI or Fellowship element, 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 54 of the Act to continue the Funding, this Agreement will continue to apply to any Project, including Fellowships, granted financial assistance under such a determination.

5. Payment of Funding

- 5.1 Subject to sufficient program funding being available for the Scheme, the provisions of the Act and the terms of this Agreement, the Commonwealth shall pay the Funds to the Administering Organisation for each Project in progressive monthly instalments in accordance with Schedule A.
- 5.2 All Funding for a Project is subject to the following conditions:
- (a) that the Project commence in accordance with clause 12, or by any later date approved by the Minister under clause 13;
 - (b) that the Chief Investigator or APDI Fellow identified as the Project leader (or any replacement person approved by the Minister under clause 15.1) lead and co-ordinate the Project at all times during the Funding Period, and has direct responsibility for the strategic decisions and the communication of results for the Project;
 - (c) that the Administering Organisation conduct the Project substantially in accordance with the Proposal Description contained in the Proposal, or as otherwise approved by the Minister;

- (d) that the Administering Organisation spend all funds paid under this Agreement for each Project substantially in accordance with the Project Budget for that Project and any Special Conditions (or as otherwise approved by the Minister) and in accordance with the requirements of this Agreement and the Funding Rules;
 - (e) that the Administering Organisation enter into (and maintain) an agreement with each Partner Organisation that meets the requirements of clause 10;
 - (f) that the total Partner Organisation Contributions for a Project satisfy the minimum requirements set out in this Agreement (including in Schedule F) and the Funding Rules, unless otherwise approved by the Minister;
 - (g) that the Administering Organisation not receive for the Project any amount of Funding in excess of that to which it is properly entitled, or which the Commonwealth is not required to pay, either under this Agreement or the Act;
 - (h) that the Administering Organisation submit on time all reports required under this Agreement, in the form and with content satisfactory to the Commonwealth;
 - (i) that all Chief Investigators (or any replacement persons approved by the Minister under clause 15.1), at all times during their participation in a Project as a Chief Investigator, meet the criteria specified in Subsections 5.1.5, 5.3.1 and 5.3.2 of the Funding Rules, including by having direct responsibility for the strategic decisions and the communication of results for the Project;
 - (j) that all APDI Fellows, at all times during their participation in a Project as an APDI Fellow, meet the criteria specified in Subsections 5.1.5, 5.3.1a, 5.3.1c and 5.5.1c of the Funding Rules, and have direct responsibility for the strategic decisions and the communication of results for the Project;
 - (k) that all Partner Investigators (or any replacement persons approved by the Minister under clause 15.1), at all times during their participation in a Project as a Partner Investigator, meet the criteria specified in Subsections 5.1.5 and 5.4.1 of the Funding Rules, including by having direct responsibility for the strategic decisions and the communication of results for the Project; and
 - (l) that the Administering Organisation comply with any other requirements or conditions imposed by the Minister in connection with any Funding covered by this Agreement.
- 5.3 If the Administering Organisation does not meet any one or more of the conditions listed in clause 5.2 in respect of a Project, the Commonwealth may do any or all of the following:
- (a) not pay the Administering Organisation any further Funds for that Project;
 - (b) by notice in writing to the Administering Organisation, recover all or some of the Funds paid under this Agreement for that Project, including all unspent Funds and any funds not spent in accordance with this Agreement; or
 - (c) vary the amount of Funding approved for that Project.
- 5.4 The Administering Organisation must pay to the Commonwealth the amount specified in any notice received under clause 5.3(b), within 30 days of the date of that notice.
- 5.5 The Commonwealth will pay to the Administering Organisation, by way of financial assistance in accordance with the Act, the approved amounts set out in Schedule A, which is net of any GST which may be imposed on the supply.

- 5.6 Unless otherwise indicated or required by Law, all consideration for any supply made under this Agreement is exclusive of any GST imposed on the supply. If the Administering Organisation makes a taxable supply to the Commonwealth under this Agreement, the Commonwealth, on receipt of a tax invoice from the Administering Organisation or the issuing of a Recipient Created Tax Invoice by the Commonwealth, will pay without setoff an additional amount to the Administering Organisation equal to the GST imposed on the supply in question. No party may claim or retain from the other any amount under this Agreement for which the first party can obtain an input tax credit.
- 5.7 The Commonwealth shall have the right to unilaterally vary the amounts for any or all Projects.
- 5.8 The ARC notional salary and stipend rates as set out in Schedule B are applicable as at 1 January 2007. In the event that the Minister makes a determination under Section 54 of the Act, the Commonwealth shall have the right to unilaterally vary Schedule B of this Agreement to reflect annual adjustments in the ARC salary and stipend levels for Fellowships.
- 5.9 Where the Commonwealth exercises its right under clause 5.3, 5.7 or 5.8 above, it shall inform the Administering Organisation of the variation within thirty (30) days of that variation.

6. Accuracy of Information/Malpractice

- 6.1 The provision of any Funding for a Project is conditional on all information contained in the Proposal for that Project and all reports required by this Agreement from the Administering Organisation being complete, 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 “in press” or accepted even if it has only been submitted.
- 6.2 If the Commonwealth considers that a Proposal or any report provided under this Agreement contains incomplete, inaccurate or misleading information, the Commonwealth may do any of the things provided for in clause 5.3 as follows:
- (a) not pay the Administering Organisation any further Funds for that Project;
 - (b) by notice in writing to the Administering Organisation, recover all or some of the Funds paid under this Agreement for that Project, including all unspent Funds and any funds not spent in accordance with this Agreement; or
 - (c) vary the amount of Funding approved for that Project.
- 6.3 All Parties involved in or associated with each Project are required to disclose to the Administration Organisation any conflict of interest which has the potential to influence, or appear to influence, the research and activities, publications and media reports, or requests for funding related to the Proposal/Project.
- 6.4 If the Administering Organisation becomes aware of any such conflict of interest relating to any Party involved in or associated with a Project, the Administering Organisation must notify the ARC immediately of the nature and details of the conflict.
- 6.5 If the Administering Organisation or any Specified Personnel has failed to disclose any such conflict of interest, the Commonwealth may do any of the things provided for in clause 5.3 (a), (b) and (c).

7. Use of the Funding: Facilities and Types of Work

- 7.1 The Administering Organisation will ensure that each Project is carried out in accordance with this Agreement, in a diligent and competent manner. In addition, each Project (including each of the Fellowships for that Project) will be conducted in accordance with the Proposal Description contained in the Proposal, or any revised budget, aims and research plan, submitted by the Administering Organisation and approved by the ARC.
- 7.2 The Administering Organisation shall ensure that expenditure on each Project described in Schedule A is in accordance with the Proposal Description contained in the Proposal and within the broad structure of the proposed Project Cost contained in the Proposal or any revised budget, aims and research plan approved by the ARC.
- 7.3 The Administering Organisation shall not use the funding:
- (a) for purposes specifically excluded in the Funding Rules; or
 - (b) for purposes specifically excluded in this Agreement, for example clause 7.5, clauses 8.2, and 8.4 and clauses 8.9 and 8.10 of the Agreement.
- 7.4 The Administering Organisation must ensure that investigators listed in Schedule A (or any replacement person approved by the Minister under clause 15.1) have adequate time to carry out each 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 (e.g. laboratory and office, suitably equipped and furnished in standard ways);
 - (b) access to workshop services e.g., machine tools and qualified technicians available to each member of staff, according to need, for research;
 - (c) access to film or music editing facilities where required for research;
 - (d) access to a basic library collection;
 - (e) standard reference materials or funds for abstracting services;
 - (f) provision of computers (excluding access to high-performance computers or other specialised applications) and basic computing facilities such as word processing and other standard software; and
 - (g) use of photocopiers, telephones, mail, fax, email and internet services.
- 7.5 As set out in the Funding Rules, Funds may not be used for:
- (a) costs of capital works and general infrastructure;
 - (b) salaries of Chief Investigators and Partner Investigators, except in the case of a Linkage Industry Fellowship;
 - (c) teaching or teaching relief, unless specifically approved for that purpose in this Agreement;
 - (d) Special Studies (Study Leave) Programs;
 - (e) international students' fees and Higher Education Contribution (HECS) liability;
 - (f) computer facilities for molecular analysis;
 - (g) basic facilities;
 - (h) publication costs; and/or
 - (i) costs not directly related to a Project.

7.6 The Administering Organisation must provide the resources to undertake each Project as specified in the Proposal, unless otherwise varied by the ARC.

8. Use of the Funding: Provision of Salaries and Relief for Teaching and for Other Duties

8.1 The Funding must not be used to provide salary support for Chief or Partner Investigators except in the case of a Linkage Industry Fellowship specified in Schedule A.

8.2 Funding specified in Schedule A for a Linkage Industry Fellowship must not be used except in accordance with Schedule E.

8.3 Entitlements for APAI Postgraduate Research Students are detailed in Schedule D. Entitlements for APDI Fellows are detailed in Schedule E. ARC notional salary and stipend rates are detailed in Schedule B. Funding provided for an APDI must not be used except in accordance with Schedule E. Funding provided for an APAI must not be used except in accordance with Schedule D.

8.4 Funding may not be used for the payment of a Partner Investigator's costs incurred because of their involvement in the Project, except for purposes outlined in the Proposal and not prohibited as a Special Condition as specified in Schedule A.

8.5 If expenditure is incurred as allowed for in clause 8.4 above, the Administering Organisation shall ensure that expenditure is in accordance with the broad structure of the Proposal Description and Project Cost contained in the Proposal, or any revised Project budget, aims and research plan approved by the ARC.

8.6 Funds may be used by the Administering Organisation to employ Personnel other than the Specified Personnel where provision for such was included in the Proposal. They may be employed full-time or part-time, as required.

8.7 The Administering Organisation must ensure that a person who is studying full-time for a postgraduate degree or other postgraduate qualification shall not be employed for more than 20 hours per week or such lesser time as the internal policies and procedures of the Administering Organisation provide.

8.8 In respect of Personnel other than Chief Investigators or Partner Investigators, unless the Minister otherwise determines:

- (a) in recruiting Personnel, the Administering Organisation shall follow its normal recruitment procedures;
- (b) the provision of salaries, recreation leave, sick leave and other conditions of employment for Personnel shall be those of the Administering Organisation;
- (c) the oncosts provisions beyond the ARC contribution of 28% remains the responsibility of the Administering Organisation, e.g., extended periods of leave, severance pay etc. shall not be provided from research funds. See also Clause 17 "Negation of Employment by the Commonwealth".

8.9 Funding may only be used for relief of Specified Personnel from teaching or other duties for a maximum of six months per annum if it is specified as a Special Condition for a Project in Schedule A, and may not be used for any other purpose.

- 8.10 The Administering Organisation must ensure that any Personnel who are employed full-time on a 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 Administering Organisation in respect of work performed on the Project. However, a Partner Organisation's cash contribution to the Administering Organisation may be used to raise the levels of the salaries paid to Personnel, excluding the salaries of Chief Investigators, providing the amount paid does not exceed the amount specified as the Partner Organisation's cash contribution for Personnel in the Project Costs contained in the Proposal.

9. Over-expenditure by the Administering Organisation

- 9.1 Any Project expenditure incurred by the Administering Organisation for a Project additional to the approved amount for that Project specified in Schedule A, or as otherwise varied by the Minister, is the responsibility of the Administering Organisation. The Commonwealth will not reimburse the Administering Organisation for such costs under any circumstances.

10. Partner Organisation Agreements

- 10.1 The Administering Organisation must not allow a Project to commence, nor Funding to be expended, until it has entered into a written partner agreement with each Partner Organisation in accordance with this clause 10. The Administering Organisation must reach agreement with each Partner Organisation and enter into a written partner agreement with each such organisation before the final date for commencement of the Project as determined in accordance with clauses 12 and 13.
- 10.2 An agreement entered into with a Partner Organisation must include provisions that:
- (a) outline the role and contribution of the Partner Organisation;
 - (b) describe the Intellectual Property arrangements that apply to the outcome or results generated by the Project. Such arrangements must comply with the *National Principles of Intellectual Property Management for Publicly Funded Research*;
 - (c) an assurance from the Partner Organisation that the Partner Organisation's relationship with the Administering Organisation and all Chief Investigators named in Schedule A to perform the Project is in accordance with the Funding Rules;
 - (d) an indemnity from the Partner Organisation in favour of the Administering Organisation that covers any loss, liability or expense incurred or suffered by the Administering Organisation as a result of any breach of this Agreement caused by the Administering Organisation's reliance on the assurance given by the Partner Organisation in accordance with paragraph (c);
 - (e) are consistent with any details contained in the Proposal, except as provided for in clause 10.5; and
 - (f) do not impede or prevent the Administering Organisation from complying with any of its obligations under this Agreement.
- 10.3 A written partner agreement entered into under this clause 10 must continue to satisfy the requirements of this clause 10 at all times during the Funding period for the Project.
- 10.4 The Administering Organisation must ensure that the total Partner Organisation Contributions for a Project satisfy the requirements of this Agreement (including using the criteria set out in Schedule F) and the Funding Rules.

- 10.5 The Administering Organisation must ensure that each Partner Organisation provides contributions as set out in the Proposal. However, where the Funding for a Project is less than the amount requested in the Proposal, a Partner Organisation Contribution may be reduced by the same proportion. In all cases, the minimum requirements for total Partner Organisation Contributions that are set out in this Agreement and the Funding Rules continue to apply, including but not limited to:
- (a) that the total Partner Organisation Contributions must at least match dollar-for-dollar the total amount provided by the Commonwealth, except where the Commonwealth has provided a stipend for an APAI Postgraduate Research Student;
 - (b) if the Commonwealth has provided a stipend for an APAI Postgraduate Research Student, that the total Partner Organisation Contributions must include a minimum of \$6,000 in cash, and \$6,000 in in-kind or cash (i.e. \$12,000 in total) for each year that each student is to receive a stipend, and, if the Commonwealth provides financial assistance for Project costs over and above the APAI stipend, the total Partner Organisation Contributions must at least match dollar-for-dollar the total amount of those costs provided by the Commonwealth.
- 10.6 The Administering Organisation must ensure the Commonwealth and each Partner Organisation is provided with timely notice of progress made on the Project.
- 10.7 Once the written partner agreement for a Project has been entered into by all participating Partner Organisations and the Administering Organisation, the Administering Organisation must provide to the ARC the 'Partner Organisation Agreed Contribution Report', in the form available on the ARC's website.
- 10.8 If the written agreement between a Partner Organisation and the Administering Organisation is revised in accordance with this Agreement to change the level of Partner Organisation Contribution, the Administering Organisation must provide to the ARC a revised 'Partner Organisation Agreed Contribution Report', in the form available on the ARC's website.
- 10.9 The Administration Organisation will retain the written partner agreement, and make it available to the ARC if required.

11. Default of Partner Organisation

- 11.1 If the Administering Organisation receives notice that a Partner Organisation wishes to withdraw its support for the Project, or reasonably believes that a Partner Organisation is in default of any of its obligations under a written partner agreement entered into between that Partner Organisation and the Administering Organisation under clause 10, the Administering Organisation must immediately notify the ARC and may attempt to find a replacement Partner Organisation for the project, or modify remaining Partner Organisation arrangements, in accordance with the procedure outlined in clause 11.2.
- 11.2 Should the Administering Organisation wish to proceed with a replacement Partner Organisation or modified Partner Organisation arrangements as allowed under clause 11.1, it must complete the procedure listed below within three months from the date of notification from the Partner Organisation or from the date on which the Administering Organisation became aware that the Partner Organisation is not meeting its obligations, whichever is the earlier. By the end of the three-month period referred to in this clause:

- (a) the Administering Organisation must request, in writing, the Minister's approval of a replacement Partner Organisation or modified remaining Partner Organisation arrangements which comply with the requirements for Partner Organisations and Partner Organisation Contributions specified in this Agreement and the Funding Rules;
 - (b) the replacement or remaining Partner Organisations must provide a written undertaking to provide (in total) a replacement contribution equivalent to that which would have been provided by the Partner Organisation in default and which satisfies the requirements of this Agreement (including using the criteria set out in Schedule F) and the Funding Rules;
 - (c) the Administering Organisation and the replacement Partner Organisation or remaining Partner Organisations must enter into a written partner agreement, or amend any existing agreement (as appropriate) consistent with clause 10 to reflect the revised Partner Organisation Contribution arrangements.
- 11.3 The Minister may approve a replacement Partner Organisation if the replacement Partner Organisation:
- (a) meets the eligibility criteria as specified in the Funding Rules; and
 - (b) is recommended by the ARC to the Minister for approval.
- 11.4 If the Minister approves a replacement Partner Organisation or modified remaining Partner Organisation arrangements proposed under clause 11.2, the Administering Organisation must within three months of the date of approval by the Minister provide to the ARC a revised 'Partner Organisation Agreed Contribution Report' report reflecting the new approved arrangements. The proforma for this report is available on the ARC's website.
- 11.5 To avoid doubt, the funding condition set out in clause 5.2(f) will not have been satisfied if:
- (a) the Minister does not approve any replacement Partner Organisation or the modified Partner Organisation arrangements proposed under clause 11.2; or
 - (b) the Administering Organisation does not attempt to find any replacement Partner Organisation or modify existing Partner Organisation Contribution arrangements in accordance with clause 11.2.

12. Commencement of Project: Final Date for Commencement and Partner Organisation Written Agreements

- 12.1 Subject to clause 13, the Projects (and any APDI or APAI element of a Project) must commence:
- (a) for Projects funded in Round 1 - by no later than 30 September 2007; and
 - (b) for Projects funded in Round 2 - by no later than 31 March 2008.

Note: The Administering Organisation must not allow a Project to commence, nor Funding to be expended, until it has entered into a written partner agreement with each Partner Organisation in accordance with clause 10. The Administering Organisation must reach agreement with each Partner Organisation and enter into a written partner agreement with each such organisation before the final date for commencement of the Project as determined in accordance with clauses 12 and 13.

13. Deferral of Commencement of Project and/or Fellowship

- 13.1 If the Administering Organisation wishes to defer commencement of a Project (or an APDI or APAI element of a Project), a written request justifying the requested deferral in terms of special circumstances, must be made to the Scheme Coordinator, through the Administering Organisation's Research Office, by submitting a "Variation of Funding Agreement" request prior to the applicable commencement date specified in clause 12.1 for that Project.
- 13.2 The Administering Organisation must not defer commencement of the Project (or an APDI or APAI element of the Project) unless the Administering Organisation has received written approval from the ARC, based on a decision made by the Minister.

14. Specified Personnel

- 14.1 The Administering Organisation shall ensure that the Specified Personnel will conduct the Project in a diligent and competent manner and will comply with this Agreement.
- 14.2 The Administering Organisation shall provide each Chief Investigator, Partner Investigator, APDI and LIF Fellow with a copy of this Agreement within a reasonable time after the commencement of the Funding.
- 14.3 The Administering Organisation warrants that it has made proper inquiries of the Specified Personnel in relation to their eligibility to perform the Project.
- 14.4 The Administering Organisation shall ensure that, unless otherwise approved by the Commonwealth, all Chief Investigators named in Schedule A or subsequently approved to perform any Project meet the criteria specified in Subsections 5.3.1 and 5.3.2 of the Funding Rules for the full term of their participation in the Project as a Chief Investigator.
- 14.5 The Administering Organisation shall ensure that all Partner Investigators named in Schedule A to perform any Project have the approval of his/her employing organisation to participate in the Project.

15. Change of Specified Personnel

- 15.1 If a Chief Investigator or Partner 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 or Partner Investigator provided that:
- (a) he/she meets the eligibility criteria, as specified in the Funding Rules for the particular role they are to perform, for the period for which they are perform that role;
 - (b) approval is sought from the Scheme Coordinator through the Administering Organisation's Research Office, by submitting a "Variation of Funding Agreement" request for any 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 cease working on the Project; and
 - (c) the change is approved, in writing, by the Minister.

- 15.2 If an APDI Fellow is no longer able to continue the Project, the APDI Fellowship component for that person will be terminated as a Fellowship cannot be transferred to another person. In such cases, other than where the APDI Fellow is the only Specified Personnel, if approved by the Minister, any unspent Funding for the Fellowship component of the Project may be used for the Project for other purposes providing it is in accordance with the Proposal Description included in the Proposal. If the APDI Fellow is the only Specified Personnel on a Project, the funding condition set out in clause 5.2(b) will not have been satisfied.
- 15.3 If a Linkage Industry Fellow is no longer able to continue the Project and the temporary transfer period associated with the LIF has not commenced, or not completed, the LIF component will be terminated as it cannot be transferred to another person. Any unspent Funding for the LIF component may not be used to fund other activities or other work on the Project.

16. Transfer of Project or Fellowship

- 16.1 The Administering Organisation must promptly notify the ARC of any Specified Personnel on the Project who moves to an Eligible Organisation other than the Administering Organisation at any time during the funding period for that Project.
- 16.2 If the transferring Specified Personnel is the Project Leader, then the Administering Organisation may seek the Minister's approval for the transfer, by submitting a "Variation of Funding Agreement" request outlining arrangements for the continuation of the Project and the continued administration of the funding.
- 16.3 Where the proposed arrangements include a transfer of the Funding from the Administering Organisation to another Eligible Organisation ('the recipient Eligible Organisation'), 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 request must provide evidence that:
- (a) the following parties agree to the transfer:
 - i. the Administering Organisation;
 - ii. the Partner Organisation(s); and
 - iii. the recipient Eligible Organisation;
 - (b) the recipient Eligible Organisation and the Project's Partner Organisation will enter into a written partner agreement of the type set out in clause 10.1 above.
- 16.4 When the ARC receives a proposal requesting the transfer of Funding, it will seek the Minister's approval for the transfer of unspent Funds and indicative Funding for the Project and any Assets (as outlined in clause 22.3) to the recipient Eligible Organisation.
- 16.5 If Ministerial approval is granted to transfer the Funding (and any Assets);
- (a) the Administering Organisation must:
 - i. agree to any variation or termination (as applicable) of this Agreement proposed by the ARC to give effect to the changed Funding arrangements;
 - ii. provide to the ARC, in writing, the amount of all unspent Funds for the Project and pay the ARC such unspent Funds. The ARC will then provide the unspent Funds to the recipient Eligible Organisation;

- iii. report expenditure of Funding for the Project prior to the transfer in its End of Year Report and identify the transfer in the relevant column; and
 - iv. comply with any other directions reasonably given by the ARC to give effect to the transfer;
- (b) the recipient Eligible Organisation will be required to:
- i. enter into a new, or vary an existing, funding agreement it has with the ARC to give effect to the changed funding arrangements;
 - ii. report expenditure of Funding for the Project subsequent to the transfer in its End of Year Report and identify the transfer in the relevant column;
 - iii. enter into a written partner agreement with the Project's Partner Organisation of the type set out in clauses 10.1 to 10.9 above.
- 16.6 If approved by the ARC, relocation expenses may be paid in accordance with Schedules B, D and E for the cost of relocation for any APAI or APDI Fellow who is required to relocate residence in order to commence work on a Project.
- 16.7 If the Chief Investigator or Fellow changes Administering Organisation 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 and any unspent funds recovered by the ARC.
- 16.8 The Project or any equipment purchased with either the Funding or the Project's Partner Organisation Contribution (including any equipment which comprises the Partner Organisation Contribution) must not be transferred to the recipient Eligible Organisation until Ministerial approval for the transfer of the Funding is granted.

17. Negation of Employment by the Commonwealth

- 17.1 Specified Personnel and the Administering Organisation shall not represent themselves as being employees, partners or agents of the Commonwealth, or as otherwise able to bind or represent the Commonwealth.
- 17.2 Specified Personnel and the Administering Organisation shall not by virtue of this Agreement 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.

18. Conduct of Research

- 18.1 Projects (including APAIs and APDI Fellows) shall be conducted in accordance with any Special Conditions specified in this Agreement and with any other requirements or conditions imposed by the Minister in connection with any Funding covered by this Agreement.
- 18.2 The Administering Organisation 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 C or prescribed by the Administering Organisation's research rules. Responsibility for ensuring such clearances have been obtained remains with the Administering Organisation.

19. Conduct of Elements of Projects - Identification of APAI, APDI and LIF

- 19.1 If a Project has an APAI element, the number of awards to be made to APAI Postgraduate Research Students as part of the Project appear in Schedule A. The Administering Organisation must conduct these Projects in accordance with the Special Conditions for APAIs at Schedule D. The Special Conditions for APAIs form part of this Agreement.
- 19.2 If a Project has an APDI element, the names of the persons awarded the APDI and the salary plus on-costs appears in Schedule A. The Administering Organisation must conduct these Projects in accordance with the Special Conditions for APDIs at Schedule E. The Special Conditions for APDIs form part of this Agreement.
- 19.3 If a Project has a LIF element, the name of the person who will undertake the temporary transfer associated with the LIF appears in Schedule A. The Administering Organisation must conduct these Projects in accordance with the Special Conditions for LIFs at Schedule G. The Special Conditions for LIFs form part of this Agreement.

20. Material produced under this Agreement

- 20.1 The Administering Organisation shall establish and comply with its own procedures and arrangements for the ownership of all Material produced as a result of any Project funded under this Agreement.
- 20.2 For any Material produced under this Agreement and subject to any agreement to the contrary with a Partner Organisation which can be justified to the satisfaction of the ARC on the grounds of commercial sensitivity (including Intellectual Property considerations), the Administering Organisation shall ensure that Specified Personnel (Chief Investigators, Partner Investigators, APDI and LIF Fellows):
 - (a) take reasonable care of, and safely store, any data or specimens or samples collected during, or resulting from, the conduct of their 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 Progress Report and the Final Report for the Project.

21. ARC Assessments

- 21.1 The Administering Organisation must ensure that, for the term of this Agreement, if requested by the ARC, Chief Investigators and Fellows agree to assess up to twenty new proposals for ARC funding per annum for each year of Funding.
- 21.2 If the ARC determines that a Chief Investigator and/or Fellow has failed to meet the obligation to assess proposals assigned by the ARC for assessment, the ARC will notify the Administering Organisation in writing of that failure.
- 21.3 If a Chief Investigator and/or Fellow does not undertake assessment of the assigned proposals within a period specified by the ARC of the notice referred to in clause 21.2 above, the Administering Organisation will be considered to be in breach of this Agreement and Funding for the relevant Projects (including Fellowships) on which the Chief Investigator and/or Fellow is listed as Specified Personnel under this Agreement, may be terminated.

22. Assets

- 22.1 Assets purchased with Funding must be purchased for the exclusive purposes of the Project for the duration of the Funding Period.
- 22.2 The Administering Organisation 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.
- 22.3 The Administering Organisation shall ensure that any Personnel shall have first priority in the use and operation of equipment purchased for the Project and the Administering Organisation shall so far as is practicable permit persons authorised by the Minister to have priority access to that equipment in preference to other persons.
- 22.4 The ownership of any Asset purchased wholly or partly with the Funding shall be vested in the Administering Organisation, located on its campus and listed in its assets register unless:
- (a) otherwise specified in the Proposal;
 - (b) the Project is terminated, in which case the Minister may, by notice in writing, require the transfer of any such item of equipment to the Commonwealth; or
 - (c) the Project is transferred to another organisation in accordance with clause 16, in which case, subject to the agreement of both the Administering Organisation and the recipient Eligible Organisation under that clause, the equipment purchased with funds provided under this Agreement for the relevant Project may be transferred in accordance with clause 16.8.

23. Intellectual Property

- 23.1 The Administering Organisation must adhere to an Intellectual Property policy, approved by the Administering Organisation'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.
- 23.2 Unless otherwise approved by the ARC, the Administering Organisation's Intellectual Property policy referred to in clause 23.1 must comply with the National Principles of Intellectual Property Management for Publicly Funded Research as amended from time to time and currently located on the ARC's web-site.
- 23.3 The Administering Organisation shall at all times indemnify 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 (or alleged infringement) of Intellectual Property rights by the Administering Organisation, 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 Administering Organisation under this Agreement.
- 23.4 The indemnity referred to in clause 23.3 shall survive the expiration or termination of this Agreement.

24. Protection of Personal Information

- 24.1 The Administering Organisation 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 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 Administering Organisation 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 Federal Privacy Commissioner or the CEO in relation to the management of personal information by the Administering Organisation 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 Administering Organisation 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 Administering Organisation'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 Administering Organisation under this clause or any misuse of personal information by the Administering Organisation or any disclosure by the Administering Organisation 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 Administering Organisation 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 duly authorised by the ARC to oversee such deletion or destruction; and
 - (j) to the naming or other identification of the Administering Organisation in reports by the Federal Privacy Commissioner.

- 24.2 The Administering Organisation shall immediately notify the ARC if the Administering Organisation becomes aware of a breach of its obligations under clause 24.1.
- 24.3 This clause survives the expiration or earlier termination of this Agreement.

24A. Confidentiality

- 24A.1 Subject to clause 24A.2, the ARC agrees not to disclose any confidential information of the Administering Organisation, without the Administering Organisation's consent.
- 24A.2 The ARC will not be taken to have breached its obligations under clause 24A.1 to the extent that the ARC discloses confidential information:
- (a) to its officers, employees, agents, external professional advisers or contractors solely to comply with obligations, or to exercise rights, under this Agreement;
 - (b) to its internal management personnel solely to enable effective management or auditing of this Agreement or the National Competitive Grants Program or the Scheme;
 - (c) for a purpose directly related to the enforcement or investigation of a possible breach of any Commonwealth, State, Territory or local law;
 - (d) to the Minister, or in response to a demand by a House or a Committee of the Commonwealth Parliament;
 - (e) within the ARC, the Department or another government agency or authority, where this serves the ARC's, the Department's or the Commonwealth's legitimate interests;
 - (f) as required or permitted by any other law, or an express provision of this Agreement, to be disclosed; or
 - (g) that is in the public domain other than due to a breach of this clause 24A.
- 24A.3 The Commonwealth warrants that, for a period of three years from the date of submission of the Final Report for the Project, it will consult with the Administering Organisation before any information which is contained in any reports related to the Project, and which the Administering Organisation has indicated is confidential and should not be disclosed, is disclosed to any person other than an officer, employee, agent or member of the ARC or the Minister. If disclosure is required to other persons, the Commonwealth will discuss the intended terms of disclosure with the Administering Organisation.

25. Compliance with Commonwealth Policies

- 25.1 The Administering Organisation 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 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.
- 25.2 The Administering Organisation 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 the *Equal Opportunity for Women in the Workplace Act 1999*.

25.3 The Administering Organisation 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.

26. Acknowledgments, Publications and Publicity

26.1 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.

26.2 When, at any time during or after completion of a Project, the Administering Organisation publishes promotional material, books, articles, television or radio programs, newsletters or other literary or artistic works which relate to the Project and/or Fellowship, the Administering Organisation shall acknowledge, at a prominent place in the publication, the support of the ARC in a form acceptable to the ARC. Advice of acceptable forms of acknowledgement and use of the logo is provided on the ARC's website.

27. Administration of the Funding

27.1 The Administering Organisation must maintain reasonable, up to date and accurate records relating to the Funding in general and the Projects conducted with the Funding, in particular to verify its compliance with this Agreement.

28. Audit and Monitoring

28.1 The Administering Organisation is responsible for monitoring the expenditure of the funding and certifying to the ARC that the Funding has been expended in accordance with this Agreement 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 Agreement, the Administering Organisation shall take all action necessary to minimise further expenditure in relation to the Project and inform the ARC immediately.

28.2 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 Administering Organisation. Persons nominated by the ARC to conduct these reviews are to be given full access by the Administering Organisation, if required, to all accounts, records, documents and premises in relation to the Funding and the administration of the Funds in general.

29. Access to Premises and Records

29.1 The Administering Organisation shall, at all reasonable times, give to the CEO or any person authorised in writing by the CEO:

- (a) unhindered access to:
 - i. the Administering Organisation's employees;
 - ii. premises occupied by the Administering Organisation; and
 - iii. Material; and
- (b) reasonable assistance to:
 - i. inspect the performance of any or all Projects;
 - ii. to locate and inspect Material relevant to any Project or the Administering Organisation's compliance with this Agreement; and

- iii. make copies of any such Material and remove those copies and use them for any purpose connected with this Agreement or the Scheme.
- 29.2 The access rights in clause 29.1 above are subject to:
- (a) any agreement to the contrary with a Partner Organisation which can be justified to the satisfaction of the ARC on the grounds of commercial sensitivity (including Intellectual Property considerations);
 - (b) the provision of reasonable prior notice by the ARC; and
 - (c) the Administering Organisation's reasonable security procedures.
- 29.3 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 29.2 will not apply.
- 29.4 Upon receipt of reasonable written notice from the CEO, the Administering Organisation shall provide any information required by the Commonwealth for monitoring and evaluation purposes.
- 29.5 Nothing in clause 29.1 to 29.4 inclusive affects the obligation of each party to continue to perform its obligations under this Agreement unless otherwise agreed between them.
- 29.6 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 Administering Organisation, may:
- (a) require the Administering Organisation to provide records and information which are directly related to this Agreement;
 - (b) have access to the premises of the Administering Organisation for the purposes of inspecting and copying documentation and records, however stored, in the custody or under the control of the Administering Organisation which are directly related to this Agreement; and
 - (c) where relevant, inspect any Commonwealth Assets and Commonwealth Material held on the premises of the Administering Organisation.
- 29.7 This clause shall survive the expiration or earlier termination of this Agreement.

30. Reporting Requirements

- 30.1 The Administering Organisation must submit the following reports and statement, in accordance with this Agreement and the Act, in the format required by the ARC, if specified.
- 30.2 End of Year Report
- (a) The Administering Organisation 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 Administering Organisation with a proforma for this report.
 - (b) As part of the End of Year Report, the Responsible Officer must certify for each Project what the Partner Organisation Contribution has been in relation to that Project and that it has been provided in accordance with the written partner agreement entered into under clause 10, and that, to the best of her/his knowledge, the Partner Organisation does not intend to withdraw or reduce its contribution to the Project.

- (c) 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 Administering Organisation is seeking to have carried over into the next year;
 - iii. the reasons why the unspent Funds are required to be carried over; and
 - iv. additional claims for relocation and theses as provided for in Schedules D and E.
- (d) Under paragraph 58(1)(e) of the Act, Funds provided by the Commonwealth to the Administering Organisation 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 Administering Organisation must request this approval in the End of Year Report.
- (e) Where a carry over is requested for 75% or more of the Funds allocated for a calendar year (excluding any Funds carried over from the previous calendar year), separate written justification must be provided.
- (f) Funds may be carried over more than twelve months only in exceptional circumstances and subject to approval by the Minister. Separate written justification must be provided in this instance.

30.3 Progress Report

- (a) Unless otherwise approved by the ARC, the Administering Organisation shall ensure that Project Leaders provide Progress Reports in respect of each ongoing Project every twelve months, with the first report due twelve months after the commencement of the Funding Period for Projects funded in Round 1 and eighteen months for Projects funded in Round 2, on a proforma which will be made available on the ARC's website.
- (b) The ARC may review the outcomes reported against the objectives of the Project as stated in the Proposal, or any approved revised budget, aims and research plan. Any Chief Investigator or Fellow who was involved in a Project for which a Progress Report was deemed inadequate or unsatisfactory may be contacted for further information.
- (c) If the ARC is not satisfied with the progress of any 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 within a reasonable period of time, the Funding may be terminated and all outstanding monies will be recovered by the ARC.
- (d) Unsatisfactory progress on any Project may be noted against any further proposals under any ARC scheme submitted by, or on behalf of the Chief Investigators or Fellows and will be taken into account in the assessment of those proposals.

30.4 Final Report

- (a) Unless otherwise approved by the ARC, the Administering Organisation shall ensure that Final Reports are provided for each Project within six months of the final payment of Funds by the ARC for the Project or within six months of the final carry over of Funds approved by the ARC, whichever is later. The proforma for this report will be made available by the ARC. The ARC may review the outcomes against the objective of the Project as stated in the Proposal or any approved revised budget, aims and research plan.
- (b) If a Final Report is considered by the ARC to be inadequate, the Chief Investigators and Fellows who were involved in the Project may be contacted for further information. If the ARC is not satisfied with the outcomes of the Project, this may be noted against any further proposals under any ARC scheme submitted by, or on behalf of, the Chief Investigators and Fellows and may be taken into account in the assessment of those proposals.
- (c) If the Final Report is not submitted on time, this may be noted against any further proposals under any ARC scheme submitted by, or on behalf of, the Chief Investigators and Fellows and may be taken into account in the assessment of those proposals.
- (d) Proposals submitted under any ARC scheme by, or on behalf of, any Chief Investigator or Fellow on a Project for which the Final Report is outstanding may be deemed ineligible for approval or funding.

30.5 Audited Financial Statement

- (a) In accordance with Section 58 of the Act, the Administering Organisation shall submit an Audited Financial Statement by 30 June for each year following the calendar year for which the Funding was awarded.
- (b) In completing the Audited Financial Statement, the Administering Organisation must ensure that the amount shown in that statement as 'approved carry forward funds' is the same as the amount (if any) that the Administering Organisation sought and approval was given to carry over in the End of Year Report.

31. Copyright in Proposals and Reports

- 31.1 Copyright in any Proposal and all reports provided under this Agreement will vest in the Administering Organisation at the time of creation but the Administering Organisation grants to the Commonwealth a permanent, irrevocable, royalty-free, non-exclusive licence to use and reproduce information contained in a Proposal or a report and publish them on a non-profit basis for any purpose the Commonwealth sees fit.
- 31.2 If a Proposal or a report contains information belonging to a third party, the Administering Organisation must ensure that it has in place all necessary consents sufficient to allow the ARC to deal with the information or any report in accordance with this Agreement.

32. Recovery of Unspent Funds or Overpayments of Funds

- 32.1 Any unspent Funds may be recovered by the Commonwealth under paragraph 58(1)(c) of the Act. Any amount of funding paid to the Administering Organisation which exceeds the amount of financial assistance that is properly payable to it may be recovered under paragraph 58(1)(d) of the Act.

- 32.2 The Commonwealth may offset the unspent or overpaid Funds against the total of any further Funds payable to the Administering Organisation.

33. Indemnity

- 33.1 The Administering Organisation shall at all times indemnify the Commonwealth, its officers, employees and agents (in this clause referred to as 'those indemnified') from and against any loss (including legal costs and expenses on a solicitor/own client basis) or liability, reasonably incurred or suffered by any of those indemnified arising from any claim, suit, demand, action or proceeding by any person against any of those indemnified where such loss or liability was caused by a wilful, unlawful or negligent act or omission of the Administering Organisation, its employees, agents or subcontractors in connection with this Agreement.
- 33.2 The Administering Organisation's liability to indemnify the Commonwealth under clause 33.1 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.
- 33.3 The indemnity referred to above shall survive the expiration or termination of this Agreement.

34. Insurance

- 34.1 The Administering Organisation shall effect and maintain adequate insurance or similar coverage to cover any liability arising as a result of its participation in *Linkage Projects* Projects and, if requested, provide the Commonwealth with a copy of the relevant policies or when appropriate Certificate of Currency. The Administering Organisation shall be responsible for effecting all insurances required under Worker's Compensation legislation and for taking all other action required as an employer.

35. Termination of the Agreement

Termination of Funding for a Project

- 35.1 The ARC may immediately terminate Funding for a Project by notice in writing to the Administering Organisation if:
- (a) the ARC reasonably believes that any one or more of the funding conditions specified in clause 5.2 has (or have) not been satisfied in relation to that Project;
 - (b) the ARC reasonably believes that it has received inaccurate, incomplete or misleading information in relation to that Project, including in the Proposal or in any report provided under this Agreement;
 - (c) the Administering Organisation fails to comply with any additional Ministerial requirement or condition notified by the ARC under clause 3.2; or
 - (d) the ARC receives notice that work on the Project will cease, or has ceased.
- 35.2 If the ARC terminates Funding for a Project under clause 35.1:
- (a) the Administering Organisation must immediately take all available and reasonable steps to stop any further expenditure of Funding on the Project;
 - (b) the Administering Organisation must provide the reports required by this Agreement (or as otherwise notified by the ARC), within the timeframes specified in this Agreement (or as otherwise notified by the ARC); and

- (c) the ARC may recover all or any Funding for the Project in accordance with clause 5.3.

Termination of Agreement

- 35.3 The ARC may immediately terminate this Agreement by notice in writing to the Administering Organisation if:
- (a) the ARC reasonably considers there is fraud, misleading or deceptive conduct on the part of the Administering Organisation, any Specified Personnel or a Partner Organisation in connection with any Project;
 - (b) the Administering Organisation fails to comply with any Ministerial requirement or condition notified by the ARC under clause 3.2;
 - (c) the Administering Organisation commits any breach of this Agreement that the ARC considers is capable of remedy, and has failed to rectify that breach within 30 days of receiving an earlier notice from the ARC requiring the breach to be remedied; or
 - (d) the Administering Organisation commits any material breach of this Agreement which the ARC considers is not capable of remedy.
- 35.4 If the ARC terminates this Agreement under clause 35.3:
- (a) the Administering Organisation must immediately take all available and reasonable steps to stop any further expenditure of Funding on all Projects;
 - (b) the Administering Organisation must provide all reports required by this Agreement (or as otherwise notified by the ARC), within the timeframes specified in this Agreement (or as otherwise notified by the ARC); and
 - (c) the ARC will immediately stop payment of all Funding under this Agreement and may recover from the Administering Organisation (by notice in writing) any unspent Funds as at the date of termination and any Funds not spent in accordance with this Agreement.
- 35.5 Any amount notified to the Administering Organisation as payable under clause 35.4(c) is a debt due to the ARC (without further proof of the debt being necessary), payable within 30 days of the date of the notice.

36. Compliance with Law

- 36.1 The Administering Organisation 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.
- 36.2 The Administering Organisation 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 Administering Organisation 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; and
- (e) it is aware of the provisions of section 79 of the *Crimes Act 1914* relating to official secrets.

36.3 The Administering Organisation 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 Administering Organisation to provide the Administering Organisation with an acknowledgment that the officer, employee, agent or subcontractor is aware of the provisions of the section.

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

37. Liaison

37.1 All communications from the Administering Organisation to the ARC, or the Minister, relating to the Funding shall be made through the Responsible Officer of the Administering Organisation and shall be directed to the Scheme Coordinator at the following address:

Scheme Coordinator (*Linkage Projects*) Phone: 02 6287 6600

Australian Research Council

Fax: 02 6287 6638

Postal address

PO Box 2702

CANBERRA ACT 2601

Email: ncgp@arc.gov.au

Courier address

1st Floor, 8 Brindabella Crt,

Brindabella Business Park

Canberra Airport ACT 2609

38. Applicable Law

38.1 This Agreement is governed by and is to be construed in accordance with the law in force in the Australian Capital Territory.

38.2 Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

SCHEDULE A

Details of Projects to receive funding by the Commonwealth

SCHEDULE B

ARC notional APDI salary and APAI stipend, and other allowances

1 ARC notional fellowship salaries

	Salary	28 % oncosts	Total
Australian Postdoctoral Fellowship Industry (APDI)	\$60,180	\$16,850	\$77,030

2 Fellowships: maximum relocation allowances

USA	\$17,000
UK, Europe, Asia (Northern Hemisphere)	\$14,000
Asia (Southern Hemisphere/New Zealand)	\$11,000
Australia	\$ 8,000

Unless otherwise specified in this Agreement, travel associated with relocations will only be funded up to a maximum of one return economy class airfare for each person approved for relocation.

3 APAI Stipend rate

3.1 Amount paid to Administering Organisations

Full Year	\$25,118
Half Year	\$12,559

3.2 Annual stipend rate to be paid to a student by the Administering Organisation

Full-time	\$25,118 (tax free)
Part-time	\$13,719 (part-time stipends are taxable)

4 Relocation and thesis allowance rates

4.1 Relocation entitlements (including dependents):

- a. Removal expenses (excluding travel) \$505 per adult and \$255 per child, up to \$1,455 maximum; plus
- b. Travel expenses (one way to commence work on a Project) Equivalent of economy or student concession airfares;

up to total maximum relocation allowance of \$6,000.

4.2 Thesis allowance (see D5.6)

- \$420 for a Masters thesis
- \$840 for a PhD thesis

SCHEDULE C

Research special conditions

- C1. *Importation of Experimental Organisms:* The Administering Organisation must ensure that, before experimental organisms are imported into Australia for the purposes of a Project, it 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 Administering Organisation involves research on, or involving humans or animals, the Administering Organisation 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 Administering Organisation's Ethics or Biosafety Committee (or equivalent) and from any other relevant authority outside of the Administering Organisation.
- 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 Administering Organisation shall dispose of the material in accordance with the Administering Organisation'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 Administering Organisation's Biosafety Committee (or equivalent) or the Office of the Gene Technology Regulator (OGTR) must be obtained.
- C5. If a Project involves, or is concerned with the use of, recombinant DNA techniques, the Administering Organisation 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. If a Project involves, or concerns, the use of recombinant DNA techniques on animals or humans then, before the proposed research commences, the Administering Organisation shall ensure that the research has been approved by the relevant Ethics or Biosafety Committee (or equivalent) of the Administering Organisation. The Administering Organisation shall retain all Certificates relating to the above and will provide such evidence to the Scheme Coordinator if required to do so.
- C7. *Ionising Radiation:* If a Project involves the use of ionising radiation, the Administering Organisation 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 Administering Organisation shall retain all such licences and shall provide them to the Scheme Coordinator if required to do so.
- C8. *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 Chief Investigator is not intending to do so within the two-year period, he/she should include the reasons in the Project's Final Report.

SCHEDULE D

Special Conditions Applicable for Projects with an Australian Postgraduate Award Industry (APAI) Element

D1. Selection of APAI Postgraduate Research Students

- D1.1 The Administering Organisation must appoint an APAI Postgraduate Research Student for the Project who:
- (a) is an Australian citizen, an Australian permanent resident, or a New Zealand citizen;
 - (b) is enrolled in a full-time postgraduate research degree at an Eligible Organisation or, with the prior written agreement of the Partner Organisation and the Minister, is enrolled in a part-time postgraduate research degree at an Eligible Organisation;
 - (c) has an appropriate Honours 1 or high 2A (or equivalent) undergraduate degree;
 - (d) not be receiving similar funding or stipend from a Commonwealth Government Program or scheme;
 - (e) has not already completed a degree at the same level as the proposed candidature or at a higher level in the same field of endeavour; and
 - (f) has not previously held an Australian Postgraduate Award or APAI unless it was terminated within the first six months of the earlier award.
- D1.2 Where a Proposal nominated a particular student, the Administering Organisation may appoint the student provided the student satisfies the selection criteria in D1.1 above.
- D1.3 The Administering Organisation may relax D1.1(c) above where a candidate has developed considerable research expertise in industry, e.g., graduates with some years of relevant work experience such as research personnel from industry who wish to upgrade their research skills.
- D1.4 The Administering Organisation shall select an APAI Postgraduate Research Student candidate for the Project based on merit, unaffected by the candidate's personal financial circumstances or care responsibilities and in accordance with the rules of the Administering Organisation and clauses D1.1 to D1.3 inclusive.
- D1.5 The Administering Organisation may approve a reduction in the period of the postgraduate course to take account of study previously undertaken towards the APAI Postgraduate Research Student's degree.

D2. Commencement of APAI Postgraduate Research Students

- D2.1 All students who are commencing a Higher Degree by Research (HDR) course and have been awarded an APAI must be given priority when Administering Organisations allocate places under the Research Training Scheme (RTS). This ensures that, where possible, APAI holders will be granted a HECS exemption for the tenure of their award.
- D2.2 Where an Administering Organisation is unable to support an APAI, for example due to insufficient places being available or where the Administering Organisations does not participate in the RTS, the APAI holder may be enrolled in a fee-paying course for which, where possible, it would be expected that the tuition fees would be waived by the Administering Organisation.
- D2.3 An APAI Postgraduate Research Student must commence work on the Project in accordance with clauses 12 and 13 of this Agreement.

D3. Partner Organisation Contribution

D3.1 In addition to the requirements of clause 10, the Administering Organisation must specifically ensure that the Partner Organisation contributes at least \$6,000 cash per annum (or such larger amount as set out in the Proposal) and a further \$6,000 cash or in-kind contribution (or such larger amount as set out in the Proposal) to each APAI element of the Project. However, the Administering Organisation need not require the Partner Organisation to provide an additional cash or in-kind contribution to an APAI element involving PhD research if that element is extended beyond the normal three years.

D4. Use of the Funding - Provision of Stipend for APAI Postgraduate Research Students

D4.1 The Administering Organisation shall pay to each APAI Postgraduate Research Student the stipend set out in Schedule B.

D4.2 The stipend for an APAI Postgraduate Research Student may be payable for a maximum period of three years for a PhD award or two years for a Masters award (unless otherwise listed as a 'Special Condition' in Schedule A) from the date of award for full-time studies subject to clause D4.4 below.

D4.3 Subject to any reduction in the period of the postgraduate course as provided for in clause D1.5 above, the Administering Organisation must provide each full-time APAI Postgraduate Research Student with at least the annual indexed stipend from Funding monies which is exclusive of any supplement to the stipend provided by the Partner Organisation. If the period of the postgraduate course has been reduced under clause D1.5 the annual indexed stipend is to be reduced proportionately.

D4.4 The ARC may approve an extension of up to six months of the APAI element for a three-year PhD degree, where that student has formally applied for an extension and the Administering Organisation is satisfied that the grounds for the extension are reasonable. The funding available is a proportion of the annual stipend based on the length of the extension and must be sought by the Administering Organisation through the Administering Organisation's Research Office, by submitting a "Variation of Funding Agreement" request or indicated in the End of Year Report. Extensions are not available for Masters students and they are not available for Projects of less than three years.

D4.5 The amount of Funding available for the APAI element of a Project includes the amount specified in D4.1 above, together with the amounts payable under D5 below.

D5. Use of the Funding - Relocation and Thesis Allowance

D5.1 Reimbursement of relocation costs (travel expenses and removal of household items only, see clause D5.4) allowance will be provided to the Administering Organisation by the Commonwealth on the basis of a claim, provided that the APAI Postgraduate Research Student's claim was processed by the Administering Organisation within the year the claim was made and that the subsequent claim on the Commonwealth is within the amounts specified in Schedule B for relocation costs allowance.

D5.2 The Administering Organisation will make payments to APAI students relocating residence in order to take up their position provided that the student provides evidence of expenditure to the Administering Organisation within six months of the expenditure being incurred.

- D5.3 The Administering Organisation must ensure that travel expenses, where payable, do not exceed the cost of the cheapest direct airfare (or concession rate if applicable) for the Postgraduate Research Student and their dependants. Where a Postgraduate Research Student elects to travel by car, the Commonwealth will provide a mileage allowance up to the maximum equivalent of the cheapest direct airfare.
- D5.4 The Administering Organisation will make reimbursement payments to APAI Postgraduate Research Students for relocation costs (travel and removal expenses) on provision by an APAI Postgraduate Research Student of full particulars of mode and time of travel and the receipts for all other payments, e.g. removal expenses.
- D5.5 For the purposes of relocation entitlements, a dependant is defined as a person who moves residence with the APAI Postgraduate Research Student. A spouse who transfers employment to the city of the Administering Organisation may be regarded as a dependant; a child continuing to study at the former city and not intending to live with the Postgraduate Research Student or Fellow, may not be regarded as a dependant.
- D5.6 For the purposes of thesis allowance, an amount shown in Schedule B is payable for PhD or Masters thesis upon submission of a valid claim on completion of the project. This amount must be provided by the Administering Organisation to the student if:
- i. the student's thesis is submitted within six months of the completion of the project; and
 - ii. the claim is made within twelve months of the end of the project; and
 - iii. the student provides to the Administering Organisation evidence of expenditure relating to production of the thesis.

D6. Employment, Leave and Other Conditions relating to APAI Postgraduate Research Students

- D6.1 The Administering Organisation must ensure that APAI Postgraduate Research Students do not engage in any paid employment which contravenes the rules of the Administering Organisation and the wishes of the Partner Organisation. Neither the Administering Organisation nor the Partner Organisation will require an APAI Postgraduate Research Student to undertake paid employment.
- D6.2 The Administering Organisation may provide an APAI Postgraduate Research Student sick, recreation and maternity leave in accordance with the usual practice of the Administering Organisation for students on similar awards. The Commonwealth will not provide additional funds to cover accrued leave proposed to be taken after the APAI period has expired. APAI Postgraduate Research Students should therefore take recreation leave or other leave during the period of the APAI tenure.
- D6.3 The Administering Organisation may allow an APAI Postgraduate Research Student to undertake research in the Partner Organisation's facilities as part of the Project. During such periods, the Administering Organisation shall continue to be responsible for payment of the APAI Postgraduate Research Student's stipend, approval of the APAI Postgraduate Research Student's leave (if any) and supervision of the progress of research, although supervision by the Partner Organisation is also expected.
- D6.4 Provided the Partner Organisation is in agreement, the Administering Organisation may approve a part-time award where the APAI Postgraduate Research Student is able to demonstrate heavy care commitments or a medical condition precluding full-time study, including:
- (a) care responsibilities for a pre-school child; or

- (b) care responsibilities for school-aged children as a sole parent with limited access to outside support; or
 - (c) care responsibilities for an invalid or disabled spouse, child or parent; or
 - (d) a medical condition which limits the capacity to undertake full-time study.
- D6.5 However, part-time awards are not available to candidates seeking to undertake paid employment on a full-time or on a substantial part-time basis. Substantial part-time work is regarded as being more than the Administering Organisation would permit its full-time award holders to undertake without interfering with their study programs.
- D6.6 The Administering Organisation will subject part-time APAI Postgraduate Research Students to the same restrictions on employment as full-time APAI Postgraduate Research Students.
- D6.7 The Administering Organisation shall inform the ARC through either the End of Year Report or by submitting a “Variation of Funding Agreement” request of any approvals for part-time APAI Postgraduate Research Students.
- D6.8 APAI Postgraduate Research Students approved to study part-time may revert to full-time study at any time.
- D6.9 A part-time APAI Postgraduate Research Student is expected to progress at half the rate of a full-time award holder and the Administering Organisation must pay them one half the normal full-time stipend.
- D6.10 Subject to clauses D6.1 and D6.2 the Administering Organisation may approve, in consultation with the Partner Organisation, an application by an APAI Postgraduate Research Student for overseas research for up to twelve (12) months, and in special circumstances, up to eighteen (18) months. The prior approval of the Minister is required where the overseas research is to commence within six (6) months of the starting date of the Project. The Administering Organisation may approve only overseas research which may be credited to the relevant Postgraduate Research Student's course of study.
- D6.11 The Administering Organisation shall ensure that eligible APAI Postgraduate Research Students are entitled to take up to fourteen (14) weeks’ paid maternity leave for a childbirth occurring within the tenure of the APAI. Paid maternity leave may not be taken within the first twelve (12) months of an award; however, unpaid maternity leave may be accessed through the suspension provisions. Periods of paid maternity leave are in addition to the normal duration of the award. The Commonwealth will provide additional funding to the Administering Organisation to cover the fourteen (14) weeks’ paid maternity leave period.
- D6.12 The Administering Organisation shall ensure that eligible APAI Postgraduate Research Students are entitled to take up to two (2) weeks’ paid partner/parental leave at the time of birth or adoption to the parent who is not identified as the primary caregiver. The Commonwealth will provide up to two weeks’ additional funding for this purpose.

D7. Suspension of an APAI

- D7.1 An APAI Postgraduate Research Student may apply to the Administering Organisation with the consent of the Partner Organisation for a suspension of their Award to enable them to gain work experience in industry or, in exceptional circumstances, for compassionate reasons.

- D7.2 If the proposed suspension is to commence after the first six (6) months of the Project and is not proposed to be longer than twelve (12) months, the Administering Organisation may, at its discretion and with the consent of the Partner Organisation, approve the suspension.
- D7.3 If the proposed suspension is to commence within the first six (6) months of the Project or is to be of more than twelve (12) months' duration, the Responsible Officer must apply to the Scheme Coordinator to seek the Minister's approval of the suspension.
- D7.4 Suspensions for purposes other than those specified in D7.1, or which are for a period of over twelve (12) months' duration, or which commences within the first six (6) months of the Project, without the written approval of the Minister will be a breach of this Agreement and will result in the immediate termination of the particular APAI Award resulting in the recovery of all unspent APAI element funding.

D8. Change of APAI Postgraduate Research Student

- D8.1 If an APAI Postgraduate Research Student is no longer able to continue their Project within the first two years of the Project's commencement date, a new Postgraduate Research Student may be selected by the Administering Organisation and the Partner Organisation provided that the student meets the eligibility criteria as specified in this Agreement and that the overall expenditure for the particular APAI so affected does not exceed the amount of monies provided by the Commonwealth for the approved duration of the APAI. The Administering Organisation will be responsible for any shortfall between the amount of monies provided by the Commonwealth and the amount required for the new Postgraduate Research Student to complete their degree.
- D8.2 The Administering Organisation must report any changes to the type or duration of degree being undertaken by an APAI Postgraduate Research Student which will affect the amount or duration of Commonwealth funding.

D9. Reporting of Relinquished APAIs

- D9.1 If an APAI Postgraduate Research Student relinquishes their award, that fact must be reported through the Administering Organisation's Research Office, by submitting a "Variation of Funding Agreement" request and indicated in the End of Year Report.

D10. Annual Progress Report

- D10.1 The Administering Organisation must ensure that each supervisor of an APAI Postgraduate Research Student provides an annual Progress Report for each student on a proforma available from the ARC's website to the Administering Organisation's Research Office. This report is in addition to the Progress Report required under clause 30.3(a).
- D10.2 The Administering Organisation must ensure that the Chief Investigator supervising the APAI Postgraduate Research Student and the appropriate Head of Department sign the Progress Report and certify it is a true and correct record of progress. If any of these parties considers progress not to be satisfactory, they must provide further comment in the report as to the reasons for their forming such a view.
- D10.3 Annual Progress Reports are to be retained by the Research Office and submitted to the ARC on request.

D11. Default of Partner Organisation - additional APAI requirements

D11.1 If, as a result of a Partner Organisation failing to meet its obligations under this Agreement and the Administering Organisation being unable to find a replacement Partner Organisation for the Project as specified in clause 11 of this Agreement, Funding for the Project is terminated, the Administering Organisation shall provide financial assistance from the Administering Organisation's funds to enable APAI Postgraduate Research Students on the Project to complete their Masters or PhD studies.

D12. Conflict of Interest

D12.1 An APAI's involvement in the proposed project must not generate or represent a significant conflict of interest. This means that the APAI;

- (a) must not have any direct or indirect financial interest in any of the proposed Partner Organisations for the project; and
- (b) must not hold a position of Director, Board member, or other paid or unpaid senior management or advisory position in any of the proposed Partner Organisations for the Project.

D12.2 The APAI shall inform the Administering Organisation if such a conflict arises or exists and must:

- (a) describe the nature of the conflict of interest; and
- (b) how it will be managed throughout the life of the project.

SCHEDULE E

Special conditions Applicable for Projects with an Australian Postdoctoral Fellowship (Industry) (APDI) Element

E1. Commencement of APDI

- E1.1 The Administering Organisation must ensure that APDI Fellows commence their APDI in accordance with clauses 12 and 13 of this Agreement.
- E1.2 The Administering Organisation must ensure that an APDI fellow does not commence the APDI until after he/she has been awarded their PhD.
- E1.3 Where the APDI Fellow is one of several Chief Investigators on a project and it is proposed to begin the project before the APDI Fellow can commence on the Project, approval will need to be obtained from the ARC for the Project to commence. The ARC will ascertain whether the Project is viable without the APDI Fellow's participation.
- E1.4 If the ARC does not consider the Project viable without the APDI Fellow's contribution to the Project and the APDI fellow cannot commence on the Project in accordance with clauses 12 and 13 of this Agreement, Funding for the Project as a whole will be terminated.

E2. Use of the Funding - APDI Fellow's Salary

- E2.1 The Administering Organisation must provide salary funding to each APDI named in Schedule A at least at the level of the ARC notional salaries as set out in Schedule B.
- E2.2 The Administering Organisation shall make up any shortfall between the ARC notional APDI 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 Fellows are no worse off financially than their peers.
- E2.3 The tenure of an APDI Fellow is up to three years, subject to the receipt of satisfactory annual Progress Reports as required by clause 30.3. Subject to clauses E4.5, E4.6, E4.7 and E6 below, APDIs will not be extended.

E3. Use of the Funding - Relocation Allowance

- E3.1 The Administering Organisation must make reimbursement payments from the Funding to APDIs for relocation costs (travel expenses (see clause E3.2 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. The Administering Organisation should make such claims to the ARC within 12 months.
- E3.2 The Administering Organisation shall ensure that travel expenses claimed do not exceed the cost of the cheapest direct airfare for the Fellow and their dependants. Where a Fellow elects to travel by car, the Commonwealth will provide a mileage allowance up to the maximum equivalent of the cheapest direct airfare. On completion of the APDI 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.
- E3.3 Reimbursement of relocation costs will be provided to the Administering Organisation by the Commonwealth on the basis of a claim submitted providing the claim is processed within the year the claim is made and receipts are provided to the ARC. All claims are to be made in Australian dollars.

- E3.4 The Administering Organisation may reimburse Fellows and claim from the Commonwealth up to the following amounts for travel and removal of household items expenses to be paid from these Funds:
- (a) a maximum of \$17,000 for a Fellow who relocates from the USA;
 - (b) a maximum of \$14,000 for a Fellow who relocates from UK / Europe / Asia (Northern Hemisphere);
 - (c) a maximum of \$11,000 for a Fellow who relocates from NZ / Asia (Southern Hemisphere); and
 - (d) a maximum of \$8,000 for a Fellow who relocates within Australia.
- E3.5 For the purposes of relocation entitlements, a dependant is defined as a person who moves residence with the Fellow. A spouse who transfers employment to the city of the Administering Organisation 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.

E4. Conditions of Employment of APDI Fellows

- E4.1 APDI Fellows cannot hold another position either at the Administering Organisation or at another Eligible Organisation. Before the commencement of the APDI Fellowship, the Administering Organisation must confirm that the Fellow does not hold a substantive tenured position at an Eligible Organisation (including at the Administering Organisation).
- E4.2 The Administering Organisation shall recognise research APDI Fellows as academic staff and incorporate them fully into the activities and academic life of the Administering Organisation, but should note that limits do apply (see following clause). Unless the Minister otherwise determines, the provision of salaries, recreation leave, sick leave and other conditions of employment for APDI Fellows shall be those of the Administering Organisation.
- E4.3 Notwithstanding clause E4.1, an APDI Fellow may undertake teaching, research supervision or academic duties in addition to performing the Project but only where it enhances, rather than detracts from, the APDI Fellow's research. APDI Fellows may not accept additional appointment or remuneration without the prior agreement of the Administering Organisation and the Minister.
- E4.4 The Administering Organisation shall ensure that, during the tenure of the APDI Fellowship, an APDI 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 APDI Fellow and the Administering Organisation. However, the Commonwealth will not provide additional funds to cover accrued leave proposed to be taken after the APDI Fellowship period has expired or been terminated. APDI Fellows should therefore take their recreation leave during the period of APDI Fellowship tenure.
- E4.5 The Administering Organisation shall ensure that eligible APDI Fellows are entitled to up to fourteen weeks' paid maternity leave, in addition to the duration of their APDI Fellowship. The Commonwealth will provide up to fourteen weeks' additional funding, where necessary, for this purpose. The normal mechanism for claiming the additional Funding monies for this purpose will be through the End of Year Report or submission of a "Variation of Funding Agreement" request.

- E4.6 The Administering Organisation shall ensure that eligible APDI Fellows are entitled to take up to two weeks' paid partner/parental leave at the time of birth or adoption to the parent who is not identified as the primary caregiver. The Commonwealth will provide up to two weeks' additional funding for this purpose.
- E4.7 The APDI Fellow may take a total of twelve months' leave during the tenure of the APDI Fellowship where it is in accordance with the Administering Organisation's practice, using accrued leave or leave without pay.
- E4.8 APDI Fellow salaries include a 28 per cent loading to cover salary-related on-costs, including payroll tax, workers' compensation, leave loading, long-service leave, non-contributory and contributory superannuation. This excludes items such as extended leave and severance pay. On-costs that exceed 28% must be met by the Administering Organisation.

E5 Infrastructure

- E5.1 The Administering Organisation shall provide Fellows with the same access to infrastructure as applies to academic staff at the same level within the Administering Organisation and afford them equal status with similar staff for the provision of accommodation, access to necessary laboratory and workshop facilities, adequate time on the Administering Organisation's computer and other equipment, stationery, photocopying and typing services. The Administering Organisation is also required to provide reasonable time on major equipment necessary for the conduct of the Fellow's research program.

E6. Suspension of an APDI Fellowship

- E6.1 An APDI Fellow may apply with the consent of the Partner Organisation, 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, an APDI Fellow is offered a short-term teaching or research position or to gain work experience in industry. In such a case, the work to be carried out would need to be closely related to the research being undertaken under the Fellowship.
- E6.2 If the proposed suspension is to commence after the first six (6) months of the Project and is not proposed to be longer than twelve (12) months, the Administering Organisation may, at its discretion and with the consent of the Partner Organisation, approve the suspension.
- E6.3 If the proposed suspension is to commence within the first six (6) months of the Project or is to be more than twelve (12) months' duration, the Responsible Officer must apply to the Scheme Coordinator to seek the Minister's approval of the suspension.
- E6.4 Suspensions for any other purpose, or for periods greater than twelve (12) months' duration, or which commence within the first six (6) months of the Project, without the written approval of the Minister will be a breach of this Agreement and will result in the immediate termination of the particular APDI resulting in the recovery of all unspent APDI element funding.

E7. Changes to APDI Fellowship

- E7.1 The Administering Organisation shall require APDI Fellows to give one months' notice to the Administering Organisation if they intend to relinquish the Fellowship.
- E7.2 If an APDI Fellow relinquishes the award, or is not able to continue the Project, that fact must be reported to the ARC by the Administering Organisation through the Administering Organisation's Research Office, by submitting a "Variation of Funding Agreement" request immediately.

- E7.3 If the ARC does not consider the Project viable without the APDI Fellow's contribution to the Project, the Project as a whole will be terminated and the Commonwealth may recover all unspent funds and any funds not spent in accordance with this Agreement.
- E7.4 If the ARC does consider the Project to be viable without the APDI Fellow's contribution, the APDI component of the Project may be terminated and the Commonwealth may recover any unspent funds relating to the Fellowship for that Fellow.

E8. Conflict of Interest

- E8.1 An APDI's involvement in the proposed project must not generate or represent a significant conflict of interest. This means that the APDI;
- (a) must not have any direct or indirect financial interest in any of the proposed Partner Organisations for the project; and
 - (b) must not hold a position of Director, Board member, or other paid or unpaid senior management or advisory position in any of the proposed Partner Organisations for the Project.
- E8.2 The APDI shall inform the Administering Organisation if such a conflict arises or exists and must:
- (a) describe the nature of the conflict of interest; and
 - (b) how it will be managed throughout the life of the project.

SCHEDULE F

Evaluation of the adequacy of Partner Organisation cash and in-kind contributions for the Linkage Projects Scheme

This Schedule is to be used in determining the value of cash and in-kind Partner Organisation Contributions that are required to be provided by Partner Organisations to the Administering Organisation to at least match dollar-for-dollar the financial assistance to be provided by the Commonwealth for Projects within the *Linkage Projects Scheme*.

F1. Underlying principles and practical considerations

F1.1 The primary objectives in examining the Partner Organisation Contribution are to ensure that:

- (a) the available support is adequate for the successful completion of the Project;
- (b) the cost of the Partner Organisation Contribution matches at least dollar-for-dollar the financial assistance provided by the Commonwealth over the life of the Project (except for APAIs);
- (c) the Partner Organisation Contribution is in accordance with the budget, aims and research plan contained in the Proposal submitted by the Administering Organisation or an approved revised budget, aims and research plan; and
- (d) that APAI students are supported by a \$6,000 cash and a \$6,000 cash or in-kind contribution by the Partner Organisation for each year they are to receive a stipend.

F1.2 Where Funding for a Project is between \$50,000 and \$500,000 per annum on average over the life of the Project, a minimum cash contribution by the Partner Organisation of 20% of the Commonwealth's financial assistance is required. Where a project is seeking on average \$500,000 or more per year from the Commonwealth, the total cash contribution from the Partner Organisations must be at least 50% of the total amount sought from the Commonwealth.

F1.3 For each APAI stipend awarded, Partner Organisations must provide the Administering Organisation with a minimum annual cash contribution of \$6,000 or the amount specified in the Proposal, whichever is the larger, for each year the student is to receive a stipend. Partner Organisations must also provide a further minimum annual in-kind or cash contribution of \$6,000 or the amount specified in the Proposal, whichever is larger, for each year the student is to receive a stipend. If an APAI is extended by up to six (6) months for a PhD student, the Partner Organisation is not required to provide further cash or in-kind contributions.

F1.4 In-kind contributions that are shown to be essential and central to the conduct of the Project are given full recognition in evaluating the Partner Organisation Contribution. If claims of contributions are not fully documented in the End of Year Report the ARC will closely examine the claim. The onus is on the Administering Organisation to establish the merit of the case for recognition of the level and extent of the in-kind contributions.

F1.5 With the exception of the above APAI-related Partner Organisation Contribution, if the amount of total Commonwealth Funding for a Project varies from the amount applied for, the Chief Investigator must discuss the matter with the Partner Organisation. Where the Partner Organisation agrees that the research Project is viable within the parameters of the varied amount of Commonwealth funding, pro-rata adjustments may be made to the Proposal budget in accordance with clause 10.

The Chief Investigator is responsible for providing the Research Office of the Administering Organisation with evidence of any such Partner Organisation agreement for Funding acquittal and reporting purposes.

F1.6 In-kind contributions to a Project may include, but are not restricted to, scientific liaison and management, direct technical support, or unique access to reagents, data, processors or equipment.

F1.7. Corporate membership or subscription fees in industrial consortia do not qualify as Partner Organisation Contributions but the allocation of designated research funds, together with the identification of the linkages between the member and the Project, do qualify.

F2. Funding Rules for recognising in-kind budget items in Partner Organisation Contributions

F2.1 This list is not all-inclusive. If in doubt as to the acceptability of a particular item, consult the Scheme Coordinator, Australian Research Council.

CATEGORY	ACCEPTED	NOT ACCEPTED
Access to unique databases	Incremental costs of access	Cost of collecting the database
Analytical and other services	Internal rates	Commercial rates
	Incremental cost of providing service	
Equipment	Contributed - Used - fair market value - company book value - price for internal transfers	- List price or discounted list price - Rental equivalents exceeding accepted values had the equipment been donated or sold
	Contributed - New - selling price to most favoured customer (if stock item) - cost of manufacture (if one of a kind) - cost of purchase	Development costs
	Loaned - rental equivalent based on depreciation - rental rate equivalent to highest-volume user	
	Sold - difference between discounted price and selling price to most favoured customer	
Materials	Unit cost of production for commercial products Selling price to most favoured customer Price for internal transfers Cost of production of prototype and samples	Development costs (unless it is an integral part of the Project proposal)

CATEGORY	ACCEPTED	NOT ACCEPTED
Patents and licences	Licences acquired from third parties for use by the university	- Patents - Licensing fees paid to the university
Payments concerning the Chief Investigator	Payment to the university for release time from teaching duties	Payment to the Chief Investigator as consulting fees or honoraria (additional to normal salary)
Salaries	Typical salary cost (including on-costs) at internal rates	- External charge-out or consultant rates - Costs relating to administrative support where overhead has been included in salary costs
Contributed software (need to distinguish between existing software used as a tool for analytical purposes and the Partner Organisation's contribution to developing new software tools where this is one of the main objectives of the proposal)	Copying costs Licensing cost Documentation cost Cost of training and support of software Cost of equivalent commercial product (where donated software is not commercially available)	Development costs
Travel	Travel costs associated with field work Travel costs to meet with university personnel and Partner Organisation staff Conference travel for university staff	
Use of facilities	Internal rates for logistical support and travel allowance for university personnel working on Partner Organisation premises or on field work Internal rates for use of specialised equipment by university personnel or use of process or production lines Internal rates for value of lost production resulting from down time	- Use of equipment by Partner Organisation personnel. - Space for Partner Organisation activities outside the scope of the specific proposal - Equivalent commercial rates

SCHEDULE G

Special Conditions Applicable for Projects with a Linkage Industry Fellowship (LIF) Element

G1. Use of the Funding

- G1.1 Funding specified in Schedule A for a Linkage Industry Fellowship must be used only for the purpose of supporting costs (including, but not limited to, salary and reasonable relocation costs) associated with a temporary transfer of the researcher identified in Schedule A as the Linkage Industry Fellow.
- G1.2 Unless otherwise specified in the Proposal, or subsequently approved by the Minister, the Linkage Industry Fellowship must involve a single, continuous physical transfer of the Fellow for the duration of the Fellowship from either the Administering Organisation to the Partner Organisation or from the Partner Organisation to the Administering Organisation.

G2. Commencement and timing of LIF

- G2.1 The Administering Organisation must ensure that the Linkage Industry Fellowship is commenced and implemented in accordance with the arrangements described in the Proposal, or in accordance with modified arrangements approved by the Minister.
- G2.2 The duration of a LIF must be no less than 3 months, and no more than 12 months, and the temporary transfer period must occur entirely within the Funding Period (clause 4 of this Agreement).

G3. Changes to LIF Fellowship

- G3.1 If a Linkage Industry Fellow is not able to undertake or continue the temporary transfer as specified in the Proposal or as subsequently approved by the Minister, or is otherwise unable to continue the Project, the Funding for the LIF element of the Project is terminated.
- G3.2 If the ARC does not consider the Project viable without the LIF contribution to the Project and the Fellow is not able to undertake the temporary transfer arrangements associated with the LIF, the Funding for the Project as a whole will be terminated.

G4. Reporting

- G4.1 Any Progress Report (clause 30.3) or Final Report (clause 30.4) covering the period of a LIF must include information on the progress or outcomes of the LIF.

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

the
insert signatory's title above
of the Australian Research Council

In the Presence of:

.....
insert name of witness above

.....
signatory to sign above

.....
witness to sign above

SIGNED for and on behalf of
AdminOrgName

by
insert name of signatory above

the
insert signatory's title above
of the said Administering Organisation who,
by signing, certifies that they have the authority
so to sign)

In the Presence of:

.....
insert name of witness above

.....
signatory to sign above

.....
witness to sign above