

Australian Research Council
Australian Research
Fellowships Scheme
Conditions of Award

as agreed between the

COMMONWEALTH OF AUSTRALIA

as represented by the

Department of Employment, Education, Training and
Youth Affairs

and

«Institution»

THESE CONDITIONS OF AWARD **are agreed to on the** **day of** **1998.**

BETWEEN

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

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

AND (INSTITUTION NAME INSERTED HERE)

('the **Institution**').

AS A CONDITION OF THE RECEIPT BY THE INSTITUTION OF FUNDING UNDER THE *HIGHER EDUCATION FUNDING ACT 1988*, FOR THE AUSTRALIAN RESEARCH FELLOWSHIPS SCHEME, THE INSTITUTION AGREES TO COMPLY WITH THE FOLLOWING CONDITIONS OF AWARD:

1. Definitions

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

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

'**Annexure A**' means the document marked "Annexure A" and annexed to these Conditions of Award;

'**Annexure B**' means the document marked "Annexure B" and annexed to these Conditions of Award;

'**Annual Financial Report**' means the report to be submitted by the Institution by 30 June each year in accordance with sub-section 23(5) of the Act;

'**Approved Proposal**' means a proposal for expenditure for purposes that will assist programs of research undertaken by Institutions under Section 23 of the Act. In the case of the Research Fellowships Scheme it refers specifically to all Fellowships funded at a particular Institution;

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

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

'**Department**' means the Department of Employment, Education, Training and Youth Affairs or such other Department as may, from time to time, administer these Conditions of Award on behalf of the Commonwealth;

‘the Director’ means the occupant of the position of the Director of the Research Grants and Training Section of the Research Branch of the Higher Education Division of the Department of Employment, Education, Training and Youth Affairs, or any other Section to which the administration of the Research Fellowships Scheme may be allocated;

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

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

‘Fellow’ means an individual researcher named in a particular Fellowship Application and described in column 2 of Annexure A;

‘Fellowship’ means an individual Fellowship which has been given a particular Application Number in column 1 of Annexure A and which is described in column 3 of Annexure A . The types of Fellowship are the Australian Postdoctoral Fellowship (APD), Australian Research Fellowship (ARF), Queen Elizabeth II Fellowship (QEII) or Australian Senior Research Fellowship (SRF);

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

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

‘Guidelines’ means the Australian Research Council Research Fellowship Scheme Guidelines in a given year;

‘Institution’ means:

- (a) the Higher Education Institution approved by the Minister under section 23 of the Act as the Institution responsible for administering the Approved Proposal specified in Appendix A; and
- (b) includes private and non-Unified National System Institutions, organisations, individuals or another body to which an Approved Proposal relates for the purpose of financial assistance under the Research Fellowship Scheme;

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

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

‘the Minister’ means the Minister responsible for the administration of the *Higher Education Funding Act 1988*, or the Minister’s delegate appointed under Section 112 of the Act;

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

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

‘Responsible Officer’ of the Institution means the Vice Chancellor or his/her delegate; and

‘Targeted Research and Scientific Development Program’ means Sub-Programme 2.2 of the *Portfolio Budget Statements 1996-97* for the Department and its elements as outlined in the *Programmes 1996-97 Department of Employment, Education, Training and Youth Affairs*.

2. Interpretation

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

- (a) words in the singular number include the plural and words in the plural number include the singular;
- (b) words importing a gender include any other gender;
- (c) words importing persons include a partnership and a body whether corporate or otherwise;
- (d) condition headings, are inserted for convenience only, and have no effect in limiting or extending the language of provisions, except for the purpose of rectifying any erroneous cross-reference;
- (e) all references to conditions are to conditions in these Conditions of Award;
- (f) reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation of the Commonwealth and, if it has been or is amended, is a reference to that statute or other legislation as amended;
- (g) all references to dollars are to Australian dollars; and
- (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 These Conditions of Award are subject to the Act. If there is any conflict between these Conditions of Award and the Act, then the Act prevails.

3. Entire Agreement and Variation

3.1 These Conditions of Award (which incorporate the Fellowship application) will constitute the entire agreement between the parties and supersede all communications, negotiations, arrangements and agreements, whether oral or written, between the parties with respect to the subject matter of these Conditions of Award.

3.2 The Institution and the Commonwealth can agree to vary these Conditions of Award, including the scope of particular Fellowships. To be legally binding any variation must be in writing and signed by both parties. This usually is achieved through an exchange of letters.

4. Grant Period

4.1 Subject to these Conditions of Award and the Act, the Grant period is from 1 January to 31 December in the year set out in column 9 of Annexure A.

5. Grant Money

5.1 The Commonwealth will pay to the Institution, by way of financial assistance in accordance with the Act, the amount which is set out at the bottom of column 9 of Annexure A, in the year referred to in column 9 of Annexure A.

5.2 The duration of the Fellowships set out below in sub-conditions 9.1, 9.2, 9.3, and 9.4 below are indicative only of the intent of the Minister at the time of making the offer of the Fellowships and are not binding on the Commonwealth. In the event that the Minister subsequently makes a determination under section 23 of the Act to continue funding all or any of the Fellowships, these Conditions of Award will continue to apply to any Fellowship granted financial assistance under such determinations.

5.3 The Commonwealth shall have the right to unilaterally vary Annexure A of these Conditions of Award to reflect the new funding levels determined by the Minister for the year specified in any determination under section 23 of the Act by the Minister to fund Fellowships in years subsequent to the Grant period.

5.4 The Commonwealth's contribution towards salary levels as outlined in Annexure B are applicable as at 1 January 1998. The Commonwealth shall have the right to unilaterally vary Annexure B of these Conditions of Award to reflect annual adjustments to the salary levels in the event that the Minister makes a determination under section 23 of the Act to continue funding all or any of the Fellowships.

5.5 Where the Commonwealth exercises its rights under sub-conditions 5.3 or 5.4 it shall inform the Institution of the variation within 45 days of that variation.

6. Payment of the Grant

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

7. Use of the Grant

7.1 The Institution will ensure that each Fellow described in column 2 of Annexure A conducts the research, in the field proposed, in accordance with these Conditions of Award in a diligent and competent manner. In addition, each Fellowship will be conducted in accordance with the particular Fellowship Application submitted by the Institution.

7.2 The Institution shall not use the Grant:

- (a) for purposes specifically excluded in the *Research Fellowships Programme Guidelines for 1998 Grants*; or
- (b) for purposes specifically excluded in these Conditions of Award.

8. Use of the Grant - Research Support and other expenses

8.1 Part of the Grant monies will be used to provide an annual Research Support Grant for each Australian Postdoctoral Fellowship, Australian Research Fellowship and Queen Elizabeth II Fellowship at the following amounts:

- | | |
|--|------------------------|
| (a) Australian Postdoctoral Fellowship | \$6 000 per annum; |
| (b) Australian Research Fellowship | \$7 000 per annum; and |
| (c) Queen Elizabeth II | \$10 500 per annum. |

8.2 The Commonwealth does not provide a Research Support Grant for Senior Research Fellowships. The Institution agrees to provide appropriate research support for Senior Research Fellowships.

8.3 The Commonwealth's contribution towards Research Support Grants are quoted as applicable at 1 January 1998. The level of the Research Support Grant is reviewed annually and any adjustments will be reflected in a variation of Annexure A in the event that the Minister makes a determination under section 23 of the Act to continue funding all or any of the Fellowships.

8.4 The Research Support Grant must not be used for salary supplementation or for normal Institution infrastructure support.

8.5 Where a Research Support Grant is provided by the Commonwealth, the Institution must provide a Fellow with a separate account code so that they can manage the expenditure, in accordance with the usual practices of the Institution.

8.6 A Research Support Grant may be used for the following purposes:

- (a) short term or casual assistance where some work in the research program requires an extra pair of hands or where some special expertise is required, eg computer programming;
- (b) minor items of equipment which are needed essentially full time for the research program of the Fellow and which cannot reasonably be made available by the Institution. Equipment purchased from a Research Support Grant normally becomes the property of the Institution but may be subject to negotiation between Institutions, if the Fellow transfers (see condition 27 below);

- (c) special chemicals, components, consumables and minor items necessary for the Fellow's research program; and
- (d) subsistence and fares for field work, attendance at national or international conferences, workshops and seminars directly associated with, and essential to, the Fellow's research program, and, where necessary, for consultation with other workers.

8.7 The Institution must make reimbursement payments from Grant monies for relocation costs (travel and removal expenses) to Fellows on provision of full particulars of mode and time of travel and the receipts for all other payments, eg removal expenses.

8.8 The Institution shall ensure that where a Fellowship is awarded to an overseas resident, travel expenses claimed do not exceed the cost of the cheapest direct airfare, for the Fellow and their dependants. On completion of the Fellowship, the Fellow will be entitled to the same return fare provisions, provided that the Fellow has not obtained subsequent employment in Australia for a period exceeding twelve months.

8.9 The Institution shall ensure that where a Fellowship is awarded to an Australian resident, travel expenses claimed shall 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 Fellowship, Fellows will be entitled to the same return fare provisions and removal expenses, provided that the Fellow has not obtained subsequent employment in Australia for a period exceeding twelve months.

8.10 Reimbursement of relocation costs will be provided to the Institution by the Commonwealth on the basis of a claim as part of the Exceptions report or if after the 1 November then the End of Year Report, as described in condition 26, providing the claim is processed within the year the claim is made.

8.11 The Institution may reimburse Fellows and claim from the Commonwealth up to the following amounts for travel and removal (relocation) costs to be paid from Grant monies:

- (a) a maximum of \$15 000 for a Fellow who relocates from the USA;
- (b) a maximum of \$12 000 for a Fellow who relocates from UK / Europe / Asia (the Northern Hemisphere);
- (c) a maximum of \$9 000 for a Fellow who relocates from Asia / NZ (Southern Hemisphere); and
- (d) a maximum of \$6 000 for a Fellow who relocates within Australia.

8.12 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 Institution may be regarded as a dependant; a child continuing to study at the former city and not intending to live with the Fellow, may not be regarded as a dependant.

9. Use of the Grant -provision of salaries and on-costs

9.1 Australian Postdoctoral Fellowship - The Institution must provide each Australian Postdoctoral Fellowship with at least the appropriate ARC contribution toward salary from Grant monies, within the range of increments \$38,589 - \$41,422 per annum (equivalent to the former Level A Academic Salary Scale - refer to Annexure B). Subject to sub-condition 5.2 the tenure of an Australian Postdoctoral Fellowship is three years and is also subject to the receipt of satisfactory annual progress reports. The Fellowship will not be extended.

9.2 Australian Research Fellowship - The Institution must provide each Australian Research Fellowship with at least the appropriate ARC contribution toward salary from Grant monies, within the range of increments \$43,604 - \$51,780 per annum (equivalent to the former Level B Academic Salary Scale - refer to Annexure B). Subject to sub-condition 5.2 the tenure of an Australian Research Fellowship is five years and also subject to the receipt of satisfactory annual progress reports. The Fellowship will not be extended.

9.3 Queen Elizabeth II Fellowship- The Institution must provide each Queen Elizabeth II Fellowship with at least the appropriate ARC contribution toward salary from Grant monies, within the range of increments \$46,873- \$51,780 per annum (equivalent to the former Level B Academic Salary Scale - refer to Annexure B). Subject to sub-condition 5.2 the tenure of a Queen Elizabeth II Fellowship is five years and is also subject to the receipt of satisfactory annual progress reports. The Fellowship will not be extended.

9.4 Australian Senior Research Fellowship - The Institution must provide each Australian Senior Research Fellowship with at least the appropriate ARC contribution toward salary from Grant monies, within the range of increments, \$53,414 - \$82,847 per annum (equivalent to the former Level C, D or E Academic Salary Scale - refer to Annexure B). Subject to sub-condition 5.2 the tenure of an Australian Senior Research Fellowship is five years and is also subject to the receipt of satisfactory annual progress reports. Senior Research Fellows may compete for a new Fellowship at the end of the duration of their Fellowship.

9.5 The Institution shall make up any shortfall between the Grant monies contributed towards a Fellow's salaries and on-costs funded at the levels given in columns 5 and 6 of Annexure A and the prevailing salary levels for other academic staff at a similar level, from the Institution's productivity gains or other sources, other than this Grant, so that the Fellows are no worse off financially than their peers.

10. Over expenditure by the Institution

10.1 Any expenditure on a Fellowship incurred by the Institution additional to the approved amount for that Fellowship as set out in column 9 of Annexure A, is the responsibility of the Institution. The Commonwealth will not reimburse the Institution for such costs under any circumstances.

11. Promotion

11.1 Senior Research Fellows must have the same access to promotion as other academic staff of the same grade. If promoted to new levels within the Senior Research Fellowship range, the Institution shall inform the Director who will arrange for the ARC's contribution towards the Fellow's new level to be increased to the appropriate amount. The mechanism for this is the End of Year Report described in condition 26.4.

11.2 Where a Fellow, after the lodgement of their Fellowship application, has been promoted or appointed to a higher position and academic salary than the base level appropriate for their type of Fellowship, the Institution may seek in writing the Minister's approval to an increase in the ARC contribution towards their salary. This may occur either prior to the signing of these Conditions of Award or as part of the End of Year Report.

11.3 To support the requested increase, the Institution must provide official correspondence demonstrating the level of salary the Fellow was receiving before the offer of a Fellowship. The maximum amount to be provided by the Commonwealth is limited to the top level of the ARC contribution towards salary for the type of Fellowship awarded to the Fellow.

12. Commencement of Fellowships

12.1 A Fellow shall take up duty between 1 January and 30 June in the Grant period. However, a Fellow may apply in writing to the Director, Research Grants and Training Section for permission to commence between 1 July and 31 December where special circumstances exist, such as:

- (a) where a successful Fellow currently holds an academic or research appointment in the Northern Hemisphere.

12.2 Where a Fellow is unable to commence in the Grant period, the Fellowship is automatically terminated.

13. Conditions of employment and recognition of Fellows

13.1 Fellows cannot hold another position either at the Institution or at another Institution. The Institution shall confirm that a successful applicant has formally resigned from their positions before taking up the Fellowship at the Institution.

13.2 The Institution shall recognise Research Fellows as academic staff and incorporate them fully into the activities and academic life of the Institution, but should note that limits do apply (see sub-condition 13.3 below). Unless the Minister otherwise determines, the provision of salaries, recreation leave, sick leave and other conditions of employment for Fellows shall be those of the Institution.

13.3 Additional teaching, research supervision or academic duties are not discouraged but should enhance, rather than detract from, the Fellow's research. Fellows may not accept additional appointment or remuneration without the prior agreement of the Institution and the Minister where that remuneration is:

- (a) in excess of \$2,000 per annum in respect of any other employment or activities; or
- (b) from any other source in respect of work performed on the Fellowship.

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

13.5 The Fellow may be granted leave of absence by the Institution for other reasons in accordance with the usual practices of the Institution.

13.6 The Institution shall ensure that eligible Fellows are entitled to up to twelve weeks paid maternity leave, in addition to the duration of their Fellowship. The Commonwealth will provide up to twelve weeks additional funding where necessary for this purpose. The normal mechanism for claiming the additional grant monies for this purpose will be through the End of Year Report.

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

14. Negation of employment by the Commonwealth

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

15. Conduct of Fellowships

15.1 *Importation of Experimental Organisms:* The Institution must ensure that before experimental organisms are imported into Australia for the purposes of a Fellowship, they or the Fellow must obtain agreement in principle for the importation from the appropriate Commonwealth and State authorities.

15.2 *Research Involving Humans or Animals:* If any Fellowship conducted by the Institution involves research on or involving humans or animals, the Institution shall ensure that the codes adopted for these purposes by the National Health and Medical Research Council are complied with and that the Fellowship may not commence without clearance from the Institution's Ethics or Biosafety Committee (or equivalent) and from any other relevant authority outside of the Institution.

15.3 *Deposition of Biological Materials:* Any biological material accumulated during the course of a Fellowship shall be transferred to an Australian body with statutory responsibility for control of such material. If no such body is available to take control of the biological material then the Institution shall dispose of the material in accordance with the Institution's established safeguards.

15.4 *Genetic Manipulation:* If a Fellowship involves the preparation and/or use of recombinant nucleic acids constructed *in vitro* from sources that do not ordinarily recombine genetic information, approval in writing by the Institution's Biosafety Committee (or equivalent) or the Genetic Manipulation Advisory Committee (GMAC), must be obtained.

15.5 If a Fellowship involves or is concerned with the use of recombinant DNA techniques, the Institution shall ensure that the principles and guidelines established and approved from time to time by the Australian Government's Recombinant DNA Monitoring Committee are observed.

15.6 If a Fellowship involves or concerns the use of recombinant DNA techniques on animals or humans then before the proposed research commences, the Institution shall ensure that the research has been approved by the Ethics or Biosafety Committee (or equivalent) of the Institution. The Institution shall retain all Certificates relating to the above, and will provide such evidence to the Director if required to do so.

15.7 *Ionising Radiation:* If a Fellowship involves the use of ionising radiation, the Institution shall ensure that Personnel performing procedures involving ionising radiation are appropriately trained and hold a relevant current license from the appropriate State authority. The Institution shall retain all such licences and shall provide them to the Director if required to do so.

15.8 *Social Science Data Sets:* Any machine-readable data arising from a Fellowship involving research relating to the social sciences should be lodged with the Australian Consortium for Social and Political Research Inc (ACSPRI) or any other appropriate archive for secondary use by other investigators. This should normally be done within two years of the conclusion of any fieldwork relating to the Fellowship. If a Fellow is not intending to do so within the two year period they should include the reasons why in their final report.

15.9 The Institution will ensure that any Fellowship will not be permitted to proceed without appropriate ethical clearances having been obtained. Responsibility for ensuring such clearances have been obtained remains the responsibility of the Institution.

16. Material produced under these Conditions of Award

16.1 The Institution shall establish and comply with its own procedures and arrangements for the ownership of all material produced as a result of each Fellowship.

16.2 The Institution shall:

- (a) ensure that Fellows take reasonable care of and safely store any data or specimens or samples collected during, or resulting from, the conduct of their Fellowship; and
- (b) ensure that the Fellows make arrangements acceptable to the Department, on the advice of the ARC, for lodgement in appropriate museum or archive in Australia of any data or specimens or samples collected during, or resulting from, their Fellowship. Lodgement should normally be done within two years of the conclusion of any fieldwork relating to the Project research. The Institution shall ensure that Fellows include details of the lodgement in the final report for the Fellowship, submitted to the Department in accordance with sub-condition 26.8 below. If a Fellow is not intending to lodge the material within the two year period they should include the reasons why in their final report.

17. Assets

17.1 The Institution shall establish and comply with its own procedures and arrangements for purchasing, installing, recording, maintaining and insuring an item of equipment purchased with Grant money.

17.2 The Institution shall ensure that any Personnel shall have first priority in the use and operation of the equipment purchased for the Fellowship.

17.3 Assets purchased with Grant money shall vest in the Institution unless:

- (a) the Fellowship 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
- (b) the Fellow is transferred to another Institution during the term of the Fellowship, in which case the equipment purchased with Grant monies may be transferred to that Institution in accordance with condition 27 below.

18. Intellectual Property

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

19. ARC Assessments

19.1 The Institution must ensure that the Fellows undertake to assess on behalf of the Commonwealth, a reasonable number of assessments per annum for the ARC in their field of expertise for new applications for financial assistance under the Act.

19.2 If a Fellow does not in the view of the ARC undertake a reasonable number of assessments when requested to do so, the Department will contact the Institution to inform them of the Fellow's actions. The Department will also advise the Institution that if the Fellow does not undertake a reasonable number of assessments within a period to be specified by the Department, the Institution will be considered to be in contravention of the Conditions of Award and the particular Fellowship (which can be identified by the Fellowship application) will be terminated immediately.

20. Infrastructure

20.1 The Institution shall provide an ARC Fellow with the same access to infrastructure funds as applies to academic staff at the same level within the Institution and afford them equal status with similar staff for the provision of accommodation, access to necessary laboratory and workshop facilities, adequate time on the Institution's computer and other equipment, stationery,

photocopying and typing services. Institutions are also required to provide reasonable time on major equipment necessary for the conduct of the Fellow's research program.

21. Accuracy of Information/Malpractice

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

22. Research Evaluation Program

22.1 The Institution shall ensure that Fellows are available to contribute to and partake in, any Research Evaluation Program (REP) exercise conducted by the ARC relating to their Fellowships during, and for a reasonable period after the conclusion of, their Fellowship. (The Commonwealth maintains the REP in order to evaluate the performance of the individual Grants programs as well as other elements of the Targeted Research and Scientific Development Program against the Commonwealth's objectives for the overall Higher Education Program. Evaluations undertaken through the REP assist the ARC to review the outcomes of research supported by research programs. The REP also enables the development of discipline research strategies by the respective research communities concerning their longer term goals and priorities and strategies to achieve them).

23. Acknowledgments, Publications and Publicity

23.1 The outcomes of Projects are expected to be communicated to the research community, and where appropriate and possible, to the community at large.

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

24. Administration of the Grant

24.1 The Institution must maintain reasonable records relating to the Grant to ensure its compliance with these Conditions of Award.

24.2 The Institution shall provide each Fellow with a copy of these Conditions of Award within a reasonable time after the beginning of the Grant period.

25. Audit & Monitoring

25.1 The Department may conduct ad hoc on site reviews in relation to financial and other reports to ensure these Conditions of Award are being, or were, met and that reports submitted to the Department are an accurate statement of compliance by the Institution. Persons nominated by the Department to conduct these reviews are to be given full access by the Institution, if required, to all records in relation to Fellowships and the administration of the Grant in general.

25.2 The Institution is responsible for monitoring the progress of Fellowships and certifying to the Department that progress is satisfactory in the End of Year Report described in sub-condition 26.4. If at any time, in the opinion of the Responsible Officer, the Fellowship is not being carried out with competence and diligence, or in accordance with these Conditions of Award, the Institution shall take all action necessary to minimise further expenditure in relation to the Fellowship and to inform the Commonwealth immediately.

26. Reporting Requirements

26.1 The Institution must submit the following reports in accordance with these Conditions of Award:

- (a) Exceptions Report;
- (b) End of Year Report;
- (c) Progress Reports;
- (d) Final Report; and
- (e) Annual Financial Report.

Exceptions Report

26.2 The Institution must submit an Exceptions Report for the each Fellowship, by 1 November in the year of the Grant period. The Department will provide the Institution with a pro forma for this report before 30 September in the year of the Grant period.

26.3 All financial data in the Exceptions Report is to cover the period from the payment to the Institution of the Grant funds until the 30 October in the year of the Grant period.

End of Year Report

26.4 The Institution shall submit by 31 March each year an End of Year Report. The Department will provide the Institution with a pro forma for this report. The End of Year Report will contain information on all expenditure for each Approved Proposal including any unspent financial assistance to be recovered by the Commonwealth, any unspent financial assistance that the Institution is seeking to have carried forward into the next year, together with a statement of the reasons why the unspent financial assistance is required to be carried forward.

Progress Reports

26.5 Institutions shall require all Fellows to provide an annual progress report for attachment to, and submission with, the End of Year Report. The report is to be completed on a Progress Report Form, which will be supplied by the Department. The head of department in the

Institution is required to endorse the report, if satisfactory, or to provide further comment, if necessary.

- 26.6 Each report is referred to the relevant Sub-panel of the ARC or his nominee for consideration of progress. Further information is sought only if, in the opinion of the ARC, the research is not progressing satisfactorily.

Final Reports

- 26.8 The Institution shall also furnish final reports for Fellowships within six months of their completion. The form for this report will be supplied by the Department. Each final report is referred to the relevant ARC Committee for evaluation and comment. The Committee reviews the outcomes against the objective of the Fellowship as stated in the Fellowship Application. If a final report is deemed inadequate, the Fellow will be contacted for further information. If the Committee is still not satisfied with the outcome of the Approved proposal, this will be noted against any further applications submitted by or on behalf of the Fellow and may affect their success in obtaining funding for subsequent applications under this or any other program.

Annual Financial Report

- 26.9 The Institution shall provide the Minister with an Annual Financial Report on the Fellowship by 30 June of the year following the Grant period which shall be audited financial statement. This is called the 'Annual Financial Report' and is prepared by the Institution in accordance with the streamlined financial reporting arrangements as described in the "*Instructions for the Preparation of Annual Financial Reports by Australian Higher Education Institutions*" as agreed by the Commonwealth and the Institutions. The Annual Financial Report is used by the Department to acquit all Grants paid to the Institution under the Act in the Grant year.

Copyright in the Reports

- 26.10 Copyright in the Annual Financial Report, the Exceptions Report, End of Year Report and the Final and Progress Reports will vest in the Institution at the time of creation but the Institution grants to the Commonwealth a permanent, irrevocable, royalty-free, non-exclusive license (including a right of sub-license) to use, reproduce, adapt and exploit the information contained these reports. The Commonwealth's license is subject to the requirements of sub-condition 26.11 below.
- 26.11 The Commonwealth warrants that for a period of three years it will seek the agreement of the Institution before any information contained in the reports, which the Institution indicates is confidential and should not be disclosed, is disclosed to any person other than an officer of the Department or a member of the ARC.

27. Transfer of Fellows

- 27.1 Applications for transfers of Fellows and associated equipment must be addressed to the Director, Research Grants and Training Section and must be submitted through the Research Office of the Institution and must include approval of the transfer from the parties listed below:

- (a) the Fellow, stating the reason for the requested transfer;
- (b) the Institution's Head of Department;
- (c) the Head of Department of the Institution being transferred to ("the second Institution"); and
- (d) the Vice-Chancellor of the second Institution, outlining that Institution's infrastructure support.

27.2 Where approval is given for a Fellow to move to a second Institution by the parties listed in (a) to (d) of sub-condition 27.1, unspent Grant monies relating to their Fellowship may be recovered from the Institution and transferred to the second Institution only if :

- (a) the Minister approves the transfer and determines that a certain proportion of the Grant monies relating to the Fellowship shall be recovered from the Institution and paid to the second Institution; and
- (b) the Institution and the second Institution agree in relation to the transfer of any assets purchased with the Grant monies.

27.3 The Minister will seek advice from the ARC before making a decision regarding the transfer and shall have regard to the circumstances of each case and may attach conditions as she or he considers appropriate to his or her approval. A transfer prior to the approval by the Minister will result in a termination of the Fellowship.

27.4 Equipment purchased with the Research Support Grant may be transferred to the second Institution provided that all parties specified in sub-condition 27.1 agree to the transfer of the Fellow and any equipment.

27.5 If the Minister approves the transfer of a Fellowship in accordance with sub-conditions 27.2 and 27.3, the Conditions of Award of the Institution and the second Institution will be varied (in accordance with the relevant Conditions of Award) to reflect the transfer of the unspent Grant monies and indicative funding for the Project from the Institution to the second Institution.

27.6 On the transfer of the Fellow to the second Institution:

- (a) the Institution must report the unspent Grant monies for the Fellowship in the End of Year Report and identify the transfer in the notes column; and
- (b) the second Institution must add the Fellowship to their End of Year Report from the date that the Project commenced at the second Institution and identify it as a transfer in the notes column.

28. Recovery of unspent Grant monies or overpayments of Grant monies

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

29. Unspent amounts of financial assistance - carry forward

29.1 Under sub-section 108(c) of the Act, Grant monies provided by the Commonwealth to the Institution which are not spent during the Grant period may be carried forward where the Minister approves the carrying forward of unspent monies. The usual mechanism for the Institution to seek this approval is through an End of Year Report (see sub-condition 26.4 above).

29.2 In completing the annual financial report required under sub-condition 26.9 above, the Institution must ensure that the amount shown in the annual financial report as “approved carry forward funds” is the same as the amount (if any) that the Minister permits the Institution to carry forward.

30. Indemnity

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

30.2 The indemnity referred to above shall survive the expiration or termination of these Conditions of Award.

31. Insurance

31.1 The Institution shall effect and maintain adequate insurance or similar coverage to cover any liability arising as a result of the performance of the Projects, and if requested, provide the Commonwealth with a copy of the policy. The Institution shall be responsible for effecting all insurances required under Worker’s Compensation legislation and for taking all other action required as an employer of persons engaged in the conduct of the Projects.

32. Relinquishment of Fellowship

32.1 The Institution shall require Fellows to give one month's notice to the Institution if they intend to relinquish the Fellowship. The Institution shall advise the Director of the relinquishment of the Fellowship so that an offer can be made to the next reserve.

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

33. Suspension of Fellowship

33.1 A Fellow may apply for a suspension of the Fellowship. This may occur if, for example, a Fellow is offered a short term teaching or research position. In such a case, the work to be carried out would need to be closely related to the research being undertaken under the Fellowship.

33.2 The maximum limit for a suspension is normally twelve months. Suspensions are generally not approved within the first year of a Fellowship unless there are critical extenuating circumstances. To be granted a suspension, the Fellow must seek approval, in writing, through the Institution's Research Office, from the Vice-Chancellor.

33.3 Where a suspension of more than 12 months is being sought the Fellow must seek approval, in writing, through the Institution's Research Office, from the Minister, who will be provided with a recommendation by the Research Training and Careers Committee.

33.4 A suspension of over 12 months that commences without the written permission of DEETYA will be considered to be in contravention of the Conditions of Award and will result in the immediate termination of the particular Fellowship (which can be identified by a particular Fellowship application).

34. Termination

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

35. Liaison

35.1 All communications from the Institution to the Department, the Minister or the Minister's delegate relating to the Grant shall be made through the Responsible Officer of the Institution and be directed to the Director. The Director's address is:

The Director
 Research Grants and Training Section
 Department of Employment, Education, Training and Youth Affairs
 GPO Box 9880
 CANBERRA ACT 2601
 Fax (02) 6240 7324
 Fax (02) 6240 9781

IN WITNESS WHEREOF the parties have agreed to these Conditions of Award on the date first above written.

SIGNED FOR AND ON BEHALF OF)
 THE COMMONWEALTH OF AUSTRALIA)
 by *NAME*)
 the Assistant Secretary)
 of Higher Education’s Research Branch)
 of the Department of Employment,)
 Education, Training and Youth Affairs)

In the Presence of:

.....[Witness]

SIGNED FOR AND ON BEHALF OF)
 «Institution»)
 by(Name))
 the(Title))
 of(Workplace))

in accordance with the statutes of the said)
 Institution)

In the Presence of:

.....[Witness]

ANNEXURE A**Administering Institution:**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>	<i>Column 5</i>	<i>Column 6</i>	<i>Column 7</i>	<i>Column 8</i>	<i>Column 9</i>
Application No	Fellow	Fellowship Type	Pay level	Commencement Salary (\$)	On Costs (\$)	Research Support Costs (\$)	Relocation Allowance (\$)	1999 Total

**ANNEXURE B - ARC Provision Towards Fellowship Salaries
(including Research Associates & Senior Research Associates)**

Levels to be used as at 1 January 1998

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