



Research Fellowships Scheme

Conditions of Grant 2001

as agreed between the

COMMONWEALTH OF AUSTRALIA

as represented by the

Australian Research Council

and the

«*Institution*»

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

BETWEEN

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

as represented by the Australian Research Council ('the **ARC**');

AND

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

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

RESEARCH FELLOWSHIPS SCHEME

1. Definitions

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

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

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

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

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

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

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

‘End of Year Report’ means the report described in clause 26.4;

‘Exceptions Report’ means the report described in clauses 26.2 and 26.3;

‘the Director’ means the occupant from time to time of the position of the Director of the Research Programme Management Section of the Australian Research Council, or of any other Section to which the administration of the Grants may be allocated;

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

‘Final Report’ means the report described in clause 26.7;

‘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) and Senior Research Fellowship (SRF);

‘Fellowship Application’ means the application for a Fellowship which was lodged with the ARC and given the application number which appears in the Column headed ‘Project ID’ 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 a Fellowship;

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

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

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

‘the Minister’ means the Minister from time to time responsible for the administration of the Act, or the Minister’s delegate;

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

‘Progress Report’ means the report described in clauses 26.5 and 26.6;

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

‘Responsible Officer’ of the Institution means the Vice-Chancellor or an officer nominated by him/her for the purposes of clauses 25.2, 35.2 and 36.1.

2. Interpretation

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

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

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

3. Entire Agreement and Variation

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

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

4. Grant Period

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

Grant Funds

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

5.2 The durations of the Fellowships, as set out in clauses 9.1, 9.2, 9.3, 9.4 and 9.5 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 Grant will continue to apply to any Fellowship granted financial assistance under such determination.

5.3 The Commonwealth shall have the right to unilaterally vary the amounts approved in Annexure A.

5.4 The Commonwealth's contribution towards salary levels as outlined in Annexure B are applicable as at 1 January 2000. The Commonwealth shall have the right to unilaterally vary Annexure B of these Conditions of Grant 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 clauses 5.3 or 5.4 above, it shall inform the Institution of the variation within forty-five (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 - general

- 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 Grant 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 Scheme Guidelines for Year 2001 Grants; or
 - (b) for purposes specifically excluded in these Conditions of Grant.

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 in the following amounts:
- (a) Australian Postdoctoral Fellowship \$6,000 per annum
 - (b) Australian Research Fellowship \$7,000 per annum
 - (c) Queen Elizabeth II Fellowship \$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 is quoted as applicable at 1 January 2001. 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 the expenditure can be managed in accordance with the usual practices of the Institution.
- 8.6 A Research Support Grant may be used for the following purposes:
- short-term or casual assistance where some work in the research programme requires an extra pair of hands or where some special expertise is required, eg. computer programming;

- minor items of equipment which are needed essentially full-time for the research programme 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 clause 27 below);
 - special chemicals, components, consumables and minor items necessary for the Fellow's research programme; and
 - 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 programme and, where necessary, for consultation with other workers.
- 8.7 The Institution must make reimbursement payments from Grant monies to Fellows for relocation costs (expenses related to travel and removal of household items only) on provision of full particulars of mode and time of travel and the receipts for all other payments eg. removal expenses of household items. The Institution should make such claims to the ARC within 12 months.
- 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 airfare 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 airfare provisions and removal expenses (of household items only) 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 submitted as part of the Exceptions Report or, if after 1 November, the End of Year Report, as described in clause 26, providing the claim is processed within the year the claim is made. All claims are to be made in Australian dollars and for household items only.
- 8.11 The Institution 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 Grant monies:
- a maximum of \$15,000 for a Fellow who relocates from the USA;
 - a maximum of \$12,000 for a Fellow who relocates from UK / Europe / Asia (Northern Hemisphere);
 - a maximum of \$9,000 for a Fellow who relocates from NZ / Asia (Southern Hemisphere); and
 - 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 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.

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 \$39,868 - \$42,796 per annum (equivalent to the former Level A Academic Salary Scale - refer Annexure B). Subject to clause 5.2, the tenure of an Australian Postdoctoral Fellowship is three years and is subject to the receipt of satisfactory Annual Progress Reports. The Fellowship will not be extended beyond three years.

9.2 If the Institution agrees to a Fellow undertaking a four-year Australian Postdoctoral Fellowship teaching/research option, the Institution must pay only three-quarters of the appropriate ARC contribution toward salary from Grant monies, within the range of increments \$39,868 - \$42,796 per annum. The Institution is responsible for the remaining one-quarter of the salary. The Fellowship will not be extended.

9.3 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 \$45,049 - \$53,497 per annum (equivalent to the former Level B Academic Salary Scale - refer Annexure B). Subject to clause 5.2, the tenure of an Australian Research Fellowship is five years and is subject to the receipt of satisfactory Annual Progress Reports. The Fellowship will not be extended beyond five years.

9.4 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 \$48,427 - \$53,497 per annum (equivalent to the former Level B Academic Salary Scale - refer Annexure B). Subject to clause 5.2, the tenure of a Queen Elizabeth II Fellowship is five years and is subject to the receipt of satisfactory Annual Progress Reports. The Fellowship will not be extended beyond five years.

9.5 Senior Research Fellowship The Institution must provide each Senior Research Fellowship with at least the appropriate ARC contribution toward salary, from Grant monies, within the range of increments \$55,186 - \$85,593 per annum (equivalent to the former Level C, D or E Academic Salary Scale - refer Annexure B). Subject to clause 5.2, the tenure of a Senior Research Fellowship is five years and is 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 current Fellowship.

9.6 The Institution shall make up any shortfall between the Grant monies contributed towards Fellows' 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 clause 26.4 below.

11.2 Where a Fellow, after the lodgement of a Fellowship application, has been promoted or appointed to a higher position and academic salary than the base level appropriate for the type of Fellowship applied for, the Institution may seek in writing the Minister's approval to an increase in the ARC contribution towards the Fellow's salary. This may occur either prior to the signing of these Conditions of Grant 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 for permission to commence between 1 July and 31 October where special circumstances exist, such as, where a successful Fellow currently holds an academic or research appointment in the Northern Hemisphere.

12.2 Existing Fellows appointed to either a higher category of Fellowship or a second Senior Research Fellowship will be required to take up the award no later than 30 June 2001.

12.3 If a Fellow becomes unable to commence in the Grant period, the Fellowship is 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 successful applicants have formally resigned from their positions before taking up Fellowships 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 clause 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 Fellows' research. Fellows may not accept additional appointment or remuneration without the prior agreement of the Institution and the Minister.
- 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 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.
- 13.6 The Fellow may take a total of twelve months' leave through the duration of the Fellowship where it is in accordance with the Institution's practice, using accrued leave or leave without pay.

14. Negation of Employment by the Commonwealth

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

15. Conduct of Fellowships

- 15.1 Research Fellowships shall be conducted in accordance with any special conditions specified in these Conditions of Grant.
- 15.2 The Institution will ensure that a research Fellowship under these Conditions of Grant will not be permitted to proceed without appropriate ethical clearances having been obtained from the relevant committees and/or authorities referred to in Annexure C or prescribed by the Institution's research rules. Responsibility for ensuring such clearances have been obtained remains with the Institution.

15.3 The Institution shall ensure that Fellows:

- (a) take reasonable care of and safely store, any data or specimens or samples collected during, or resulting from, the conduct of their Fellowship;
- (b) make arrangements acceptable to the ARC, for lodgement with an appropriate museum, archive or organisation in Australia of data or specimens or samples collected during, or resulting from, their Fellowship; and
- (c) where practicable, lodge materials within two years of the conclusion of any fieldwork relating to the Fellowship research. Details of the lodgement are to be included in the Final Report for the Fellowship. Fellows not intending to lodge the material within the two-year period should include an explanation in their Final Report.

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

16. Material produced under these Conditions of Grant

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

17. Assets

17.1 Assets purchased with Grant money will be purchased for the exclusive purposes of the Fellowship in Annexure A.

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

17.3 The Institution shall ensure that any Personnel shall have first priority in the use and operation of equipment purchased for the Fellowship and the Institution, and shall, so far as is practicable, permit persons authorised by the Minister's delegate to have priority access to that equipment in preference to other persons.

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

- (a) otherwise specified in the Fellowship Application;
- (b) 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
- (c) the Fellow is transferred to another Institution during the term of the Fellowship, in which case the equipment purchased with Grant monies should be transferred to that Institution in accordance with clause 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 Fellows undertake, for the ARC on behalf of the Commonwealth, a reasonable number of assessments per annum in their field of expertise, for new applications for financial assistance under the Act, in the course of their Fellowship.

- 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 ARC will notify the Institution in writing to inform it of the Fellow's actions.
- 19.3 If the Fellow does not undertake a reasonable number of assessments within a period specified by the ARC in the notice referred to in clause 19.2, the Institution will be considered to be in breach of these Conditions of Grant and the relevant Fellowship will be terminated immediately.

20. Infrastructure

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

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 Programme

22.1 The Institution shall ensure that researchers are available to contribute to, and participate in, any Research Evaluation Programme (REP) exercise relating to their Fellowships during, and for a reasonable period after the conclusion of, their Fellowships. Evaluations undertaken through the REP assist the Department on behalf of the Commonwealth to review the outcomes of research supported by research programmes. The REP also enables the development of discipline research strategies by the respective research communities concerning their longer term goals and priorities.

23. Acknowledgments, Publications and Publicity

23.1 Subject to commercial sensitivities or Intellectual Property considerations, the outcomes of research Fellowships 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 research Fellowship, the Institution publishes promotional material, books, articles, television or radio programmes, newsletters or other literary or artistic works which relate to the Fellowship, the Institution shall acknowledge, at a prominent place in the publication, the support of the ARC.

24. Administration of the Grant

- 24.1 The Institution must maintain reasonable records relating to the Grant in general and the Fellowship conducted with the Grant, in particular to ensure its compliance with these Conditions of Grant.
- 24.2 The Institution shall provide each Fellow with a copy of these Conditions of Grant within a reasonable time after the beginning of the Grant period.

25. Audit and Monitoring

- 25.1 The ARC may conduct ad hoc on-site reviews in relation to financial and other reports to ensure these Conditions of Grant are being, or were, met and that reports submitted to the ARC are an accurate statement of compliance by the Institution. Persons nominated by the ARC to conduct these reviews are to be given full access by the Institution, if required, to all accounts, records, documents and premises in relation to the Grant and the administration of the Grant funds in general.
- 25.2 The Institution is responsible for monitoring the progress of the Fellowship and certifying to the ARC that progress is satisfactory in the End of Year Report. 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 Grant, 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 and statement, in accordance with these Conditions of Grant and the Act, in the format required by the ARC, if specified.

Exceptions Report

- 26.2 The Institution must submit an Exceptions Report for each Fellowship by 1 November in the year of the Grant period. The ARC will provide the Institution with a proforma for this report.
- 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 30 October in the year of the Grant period.

End of Year Report

- 26.4 The Institution shall submit, by 31 March of the year following the calendar year for which the Fellowship was awarded, an End of Year Report. The ARC will provide the Institution with a proforma for this report. The End of Year Report will contain information on all expenditure for each Fellowship, including any unspent financial assistance to be recovered by the Commonwealth.

Progress Report

- 26.5 The Institution shall furnish to the ARC, on a proforma supplied by the ARC for this purpose, a Progress Report in respect of each ongoing Fellowship by 31 March of each year. Each Progress Report will be referred to the relevant ARC Committee for evaluation and comment. The Committee will review the outcomes against the objectives of the Fellowship as stated in the Fellowship Application. Any Fellow whose Progress Report is deemed inadequate will be contacted for further information.
- 26.6 If the Committee is still not satisfied with the outcome of the Fellowship, the next payment of Grant monies will not be made until satisfactory progress has been made on the Fellowship. If satisfactory progress is still not achieved, the Grant will be terminated and all outstanding monies will be recovered by the ARC. This action will be noted against any further Fellowship Applications submitted by, or on behalf of, the Fellow and may be taken into account in obtaining funding for subsequent applications under this or any other scheme.
- 26.7 Each report will be referred to the relevant sub-panel of the ARC or its nominee for consideration of progress. Further information is sought only if, in the opinion of the ARC, the research is not progressing satisfactorily.

Final Report

- 26.8 The Institution shall furnish Final Reports for Fellowships within six months of their completion. The proforma for this report will be supplied by the ARC. Each Final Report will be referred to the relevant ARC committee for evaluation and comment. The committee will review the outcomes against the objective(s) of the Fellowship as stated in the Fellowship Application. If a Final Report is deemed inadequate, the Fellow will be contacted for further information.
- 26.9 If the Committee is still not satisfied with the outcome of the Fellowship, 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 scheme.

Audited Financial Statement

- 26.10 The Institution shall submit, by 30 June of the year following the calendar year for which the Grant was awarded, an Audited Financial Statement. The Department on behalf of the Commonwealth will provide the Institution with a proforma for this statement. This statement will contain detailed information setting out to the satisfaction of the Commonwealth how the Grant funds were expended.
- 26.11 In completing the Audited Financial Statement, the Institution must ensure that the amount shown in that statement as 'approved carry forward funds' is the same as the amount (if any) that the Institution sought to carry over in the End of Year Report.

Copyright in Reports

- 26.12 Copyright in all reports required by these Conditions of Grant will vest in the Institution at the time of creation but the Institution grants to the Commonwealth a permanent, irrevocable, royalty-free, non-exclusive licence to use, reproduce and publish on a non-profit basis, these reports. The Commonwealth's licence is subject to the requirements of clause 26.11 below.
- 26.13 The Commonwealth warrants that, for a period of three years from the date of submission of the Final Report for the Grant, it will seek the agreement of the Institution before any information contained in any reports related to the Grant, which the Institution indicates is confidential and should not be disclosed, is disclosed to any person other than an officer 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 and submitted through the Research Office of the Institution. Approval of the transfer must be received 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 the Fellow is to be 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 clause 27.1, unspent Grant monies relating to the 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 may 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 he or she considers appropriate to his or her approval. A transfer prior to 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 clause 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 clauses 27.2 and 27.3, the Conditions of Grant of the Institution and of the second Institution will be varied (in accordance with the relevant Conditions of Grant) to reflect the transfer of the unspent Grant monies and the indicative funding for the Fellowship from the Institution to the second Institution.

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

- 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
- the second Institution must add the Fellowship to its End of Year Report from the date that the Fellowship commenced at the second Institution and identify it as a transfer in the 'Notes' column.

27.7 Relocation expenses will not be paid on the transfer of the Fellow from the Institution to the second institution.

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

29. Unspent Amounts of Financial Assistance - Carryover

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 over where the Minister approves the carrying over of unspent monies. The usual mechanism for the Institution to seek this approval is through the End of Year Report (see clause 26.4 above).

30. Indemnity

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

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

31. Insurance

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

32. Year 2000 Compliance

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

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

For the purposes of this condition:

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

33. Relinquishment of Fellowship

33.1 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 immediately so that an offer can be made to the next reserve.

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

34. Suspension of Fellowship

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

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

34.3 A Fellow wishing to suspend for more than six (6) months, or during the first year, must apply through the Research Office to the Director seeking the Minister’s approval to suspend the Fellowship. Unless there are extenuating circumstances, a suspension will not normally be granted in the first year of the Fellowship.

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

35. Termination

35.1 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.

35.2 The Institution must terminate a Grant:

- (a) where progress is not, in the opinion of the Responsible Officer, satisfactory; or
- (b) on the death, incapacity, resignation or withdrawal of the Fellow; or
- (c) where the parties have agreed to the termination of the Grant.

35.3 Upon termination of the Grant under clause 35.2 above:

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

36. Liaison

36.1 All communications from the Institution to the ARC or the Minister relating to the Grant shall be made through the Responsible Officer of the Institution and shall be directed to the Director at the following address:

The Director
Programme Management Section
Australian Research Council
GPO Box 9880
CANBERRA ACT 2601

Fax: (02) 6284 6638

E-mail: rbfellow@detya.gov.au

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

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

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

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

In the Presence of:)
.....)
insert name of witness above) witness to sign above

SIGNED for and on behalf of)
.....)
insert name of Institution above)

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

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

In the Presence of:

.....

insert name of witness above

)
)
)
)
)

.....

witness to sign above

ANNEXURE B

ARC PROVISION TOWARDS FELLOWSHIP SALARIES (including Research Associates & Senior Research Associates)

Levels to be used as at 1 January 2000

Fellowship category	Increment level	\$ ARC salary provision	\$ 26% on-costs	RA/SRA
Australian Postdoctoral Fellowships	A 1	39 868	10 366	Research Associate
	A 2	41 333	10 747	
	A 3	42 796	11 127	
Australian Research Fellowships	B 1	45 049	11 713	Senior Research Associate
	B 2	46 739	12 152	
	B 3	48 427	12 591	
	B 4	50 118	13 031	
	B 5	51 806	13 470	
	B 6	53 497	13 909	
Queen Elizabeth II Fellowships	B 1	48 427	12 591	
	B 2	50 118	12 031	
	B 3	51 806	13 470	
	B 4	53 497	13 909	
Senior Research Fellowships	C 1	55 186	14 348	
	C 2	56 877	14 788	
	C 3	58 565	15 227	
	C 4	60 255	15 666	
	C 5	61 942	16 105	
	C 6	63 633	16 545	
	D 1	66 448	17 276	
	D 2	68 700	17 862	
	D 3	70 952	18 448	
	D 4	73 205	19 033	
	E	85 593	22 254	

ANNEXURE C

RESEARCH SPECIAL CONDITIONS

1. *Importation of Experimental Organisms:* The Institution must ensure that, before experimental organisms are imported into Australia for the purposes of a Fellowship, they or the Fellow must obtain agreement in principle for the importation from the appropriate Commonwealth and State authorities.
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.
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.
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.
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.
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 relevant Ethics or Biosafety Committee (or equivalent) of the Institution. The Institution shall retain all Certificates relating to the above and will provide such evidence to the Director if required to do so.
7. *Ionising Radiation:* If a Fellowship involves the use of ionising radiation, the Institution shall ensure that any personnel performing procedures involving ionising radiation are appropriately trained and hold a relevant current licence from the appropriate State authority. The Institution shall retain all such licences and shall provide them to the Director if required to do so.
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 research. If a Fellow is not intending to do so within the two-year period, s/he should include the reasons in the Fellowship's Final Report.