

Australian Research Council

Strategic Partnerships with Industry - Research and Training Scheme

Conditions of Award for Grants commencing in 1999

as agreed between the

COMMONWEALTH OF AUSTRALIA

as represented by the

**Department of Employment, Education, Training
and Youth Affairs**

and the

[insert name of institution]

THESE CONDITIONS OF AWARD are agreed to on the date set out on page 15 of these Conditions of Award.

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

[insert Institution details] ('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 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;

'**APAI Postgraduate Research Student**' means a postgraduate research student who is in receipt of an APAI;

'**APAI Supervisor**' for an APAI element of a Project means the person named in the Project Application as the supervisor of an APAI;

'**APDI Fellow**' means a postdoctoral researcher who is in receipt of an APDI;

'**Approved Proposal**' means a proposal for expenditure for purposes that will assist programs of research undertaken by Institutions under Section 23 of the Act approved by the Minister and in these Conditions of Award includes all Projects funded at a particular institution and set out in Annexure A;

'**Annual Financial Report**' means that report required by condition 26.7;

'**Australian Postgraduate Award (Industry)**' or '**APAI**' means the financial assistance provided by the Commonwealth through the Institution to support a Postgraduate Research Student (as specified in Column 5 of Annexure A) to complete either a Masters or PhD degree through the Project identified by the Application Number (which appears in Column 1 of Annexure A);

'**Australian Postdoctoral Research Fellowship (Industry)**' or '**APDI**' means an individual Australian Postdoctoral Research Fellowship (Industry) awarded to an eligible researcher named in the Project Application as the APDI applicant for a particular Project;

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‘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;

‘Cash Contribution’ means monies paid directly to an Institution’s financial accounting system by an Industry Partner;

‘Chief Investigator’ means the person or persons named in the Project Application as Chief Investigator for a particular Project;

‘the Commonwealth’ means the Commonwealth of Australia;

‘the Executive Manager’ means the occupant of the position of the Executive Manager of the Program Management Group of the Higher Education Division of the Department, or any other Section of the Department or of another Department of the Commonwealth to which the administration of the Strategic Partnerships with Industry - Research and Training Scheme may be allocated;

‘End of Year Report’ means that report required by condition 26.4;

‘Exceptions Report’ means that report required by condition 26.2;

‘Final Report’ means those reports required by condition 26.6;

‘First Named Chief Investigator’ for a Project means the Chief Investigator named first in Column 2 of Annexure A for that Project;

‘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;

‘Grant Period’ means the period specified in Condition 4;

‘Industry Partner’ means the company, government agency, incorporated body or other industrial collaborator specified in Column 4 of Annexure A as the Industry Partner;

‘Industry Partner contribution’ means the financial and in-kind contribution for a Project provided by the Industry Partner to the Institution;

‘Institution’ means 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 Annexure A;

‘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;

‘Partner Investigator’ for a Project means the person or persons named in the Project Application as a Partner Investigator for a particular Project;

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

‘Project’ means those Projects which form part of the Approved Proposal and which are set out in Column 3 of Annexure A;

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

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

‘Responsible Officer’ of the Institution means the Institution’s Deputy Vice Chancellor (Research) or the Institution’s equivalent position or their delegate;

‘Specified Personnel’ for each Project means the Team Leader, Chief Investigators, Partner Investigators, and APAI Supervisors named in the Project Application.

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; and
- (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.

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

Initials.....

3.1 These Conditions of Award (which incorporate the Project 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 Projects. 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 Award and the Act, the Grant Period is from 1 January in the year set out in Column 7 of Annexure A until such time as each Project which forms part of the Approved Proposal is completed or otherwise terminated, but no later than 31 December 2001.

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 allocated to the Institution as set out at the bottom of Column 7 of Annexure A, in the year referred to in that column.

5.2 Subject to appropriation by the Commonwealth Parliament, the Commonwealth will pay to the Institution, by way of financial assistance in accordance with the Act, the totals of the amounts allocated to the Institution as set out in Columns 8 and 9 of Annexure A in the year referred to in each of those columns respectively.

5.3 The Commonwealth shall have the right to unilaterally vary the amounts set out in columns 8 and 9 of Annexure A.

5.4 The Commonwealth shall have the right to unilaterally vary Annexure B to reflect annual adjustments in the ARC Salary and Allowances Provisions.

5.5 Where the Commonwealth exercises its rights under sub-conditions 5.3 or 5.4 above 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.

6.2 In accepting the Grant the Institution declares that no funding has been received from any source, apart from any industry contribution or other source included in the Project Application, for the research outlined in the Project Application.

7. Industry Partner Agreements

7.1 The Institution must not allow a Project to commence nor Grant funds to be expended until the Project's Industry Partner and the Institution have entered into a written agreement which specifies that the Industry Partner agrees to comply with these Conditions of Award and which also includes conditions about:

- the role of the Industry Partner in the Project;

- the supervision, leave and other arrangements for Postgraduate Research Students (if the Project has an APAI element);
- the provision of the Industry Partner's contribution to the Project, which must be no less than the proposed Industry Partner's contribution indicated in the Project Application; and
- Intellectual Property arrangements.

7.2 The Institution must ensure that that each Project's Industry Partner's contributions are adequate using the criteria set out in Annexure B2.

7.3 For the purposes of the Agreement referred to in condition 7.1 above, the total amount of financial assistance to be provided by the Commonwealth to the Institution for the Project may be treated as a contribution of the Institution.

7.4 The Institution must ensure that Industry Partners are kept informed of progress on the Project.

8. Default of Industry Partner

8.1 If an Industry Partner for a Project advises the Institution or the Institution becomes aware that an Industry Partner for a Project cannot meet its obligations under these Conditions of Award or under the agreement between itself and the Institution referred to in condition 7 above, the Institution has three months from the date of notification from the Industry Partner or from the date on which the Institution became aware that the Industry Partner is not meeting its obligations, which ever is the earlier, to find a replacement Industry Partner for the Project or to terminate the Project. The Commonwealth will continue to provide funding for the Project during the three month period referred to above, or until such time as the Institution terminates the Project, which ever is the sooner.

8.2 The name of the new Industry Partner or the termination of the Project must be included in the End of Year Report.

9. Specified Personnel

9.1 The Institution shall ensure that the Specified Personnel will conduct the Project in a diligent and competent manner and will comply with these Conditions of Award.

9.2 The Institution shall provide each first named Chief Investigator or APAI supervisor with a copy of these Conditions of Award within a reasonable time after the beginning of the Grant Period.

10. Changes to Specified Personnel

10.1 If any Specified Personnel for a Project are no longer able to continue the Project it may be continued under a substitutes, provided that they meet the eligibility criteria as specified in the Guidelines, are recommended by the ARC to the Minister for approval and the change is approved in writing by the Minister.

10.2 Such a change must be requested in writing to the Minister as soon as it is known that the Specified Personnel will not be able to continue on a Project.

10.3 The responsibilities of Specified Personnel may not be transferred to another person without written permission from the Minister.

11. Negation of employment by the Commonwealth

11.1 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.

12. Use of the Grant - activities and facilities

12.1 The Institution will ensure that each Project is carried out in accordance:

- (a) with these Conditions of Award in a diligent and competent manner; and
- (b) with the aims and research plan contained in the Project Application submitted by the Institution.

12.2 The Institution must provide the basic facilities required for each Project. Basic facilities include (but is not limited to):

- suitably equipped and furnished office accommodation;
- for any Laboratory-based Project, adequate access to workshop services ie, machine tools and qualified technicians available to each member of staff, according to need, for research;
- access to a basic library collection;
- access to basic computer facilities including access to the Internet;
- adequate computer time (excluding access to high performance computers unless specified in the Project Application),
- photocopying, telephone and microfilm reading facilities; and
- time to do the Project.

13. Use of the Grant - Budget

13.1 The Institution shall ensure that expenditure on each Project is in accordance with the aims and research plan of the Project and within the broad structure of the Project budget contained in the Project Application.

13.2 The Institution shall not use the Grant:

- (a) for purposes specifically excluded in the SPIRT Guidelines for 1998; or
- (b) for purposes specifically excluded in these Conditions of Award.

14. Over expenditure by the Institution

14.1 Any Project expenditure incurred by an Institution for a Project additional to the approved amount for that Project specified in Columns 7, 8 and 9 of Annexure A, is the responsibility of the Institution. The Commonwealth will not reimburse an Institution for such costs under any circumstances.

15. Conduct of Projects

- 15.1 Projects shall be conducted in accordance with the applicable research conditions at Annexure C and such Research Special Conditions form part of these Conditions of Award.
- 15.2 The Institution will ensure that a Project will not be permitted to proceed without appropriate ethical clearances having been obtained from the committee(s) or authorities listed in Annexure C or proscribed by the Institution's research rules. Responsibility for ensuring such clearances have been obtained remains the responsibility of the Institution.
- 15.3 The Institution must comply with any special conditions in Column 10 of Annexure A as they may apply to the individual Projects listed in Column 3 of Annexure A.

16. Conduct of elements of Projects - identification of APAI, APDI and Collaborative Research elements

- 16.1 If a Project has an APAI element, the type and number of degrees (either Masters or PhD) being undertaken by APAI Postgraduate Research Students as part of the Project appears in Column 5 of Annexure A, the Institution must conduct the Project in accordance with the Special Conditions for APAIs at Annexure D and such Special Conditions form part of these Conditions of Award.
- 16.2 If a Project has a APDI element, the name of the Fellow who is to receive the APDI appears in Column 6 of Annexure A, the Institution must conduct the Project in accordance with the Special Conditions for APD(I)s at Annexure E and such Special Conditions form part of these Conditions of Award.
- 16.3 If the amount of funding for a Project indicated in columns 7, 8 and 9 of Annexure A exceeds the amount of funding payable for all the APAI and APDI elements of the Project, the Project has a Collaborative Research element, and the Institution must conduct the Project in accordance with the Special Conditions for Collaborative Research at Annexure F and such Special Conditions form part of these Conditions of Award.

17. Material produced under these Conditions of Award

- 17.1 The Institution shall establish and comply with its own procedures and arrangements for the ownership of all material produced as a result of each Project.
- 17.2 Subject to any agreement to the contrary with an Industry Partner which can be justified to the satisfaction of the Department on the grounds of commercial sensitivity (including Intellectual Property considerations), the Institution shall ensure that Chief Investigators and Industry Partners:
- (a) take reasonable care of and safely store any data or specimens or samples collected during, or resulting from, the conduct of their Project; and
 - (b) make arrangements acceptable to the Department on the advice of the ARC for lodgement with an appropriate museum or archive in Australia of data or specimens or samples collected during, or resulting from, their Project; and

- (c) include details of the lodgement or reasons for non-lodgement in the Final Report for the Project.

18. Assets

- 18.1 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.
- 18.2 The Institution shall ensure that any Personnel shall have first priority in the use and operation of the equipment purchased for the Project and the Institution shall so far as practicable permit persons authorised by the Minister's delegate to have reasonable access to that equipment in priority to other persons.
- 18.3 Assets purchased with Grant money shall vest in the Institution unless:
 - (a) otherwise specified in the Project application;
 - (b) the Project is terminated, in which case the Minister may, by notice in writing, require the transfer of any such item of equipment to the Commonwealth; or
 - (c) the Chief Investigator transfers to another Institution, in which case the equipment purchased with Grant funds will be transferred to that Institution in accordance with condition 27 below.

19. Intellectual Property

- 19.1 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.

20. ARC Assessments

- 20.1 The Institution must ensure that the Chief Investigators undertake, for the ARC on behalf of the Commonwealth, a reasonable number of assessments (in their field of academic expertise) of new applications for funding under the Act.
- 20.2 If a Chief Investigator fails, in the view of the ARC, to undertake a reasonable number of assessments when requested to do so by the ARC, the Department will notify the Institution of that failure.
- 20.3 If the Chief Investigator does not undertake a reasonable number of assessments within a period to be specified by the Department in the notice required in condition 20.2 above, the Institution will be considered to be in breach of these Conditions of Award and the Commonwealth will cease to provide further grant funds for any Project that the Chief Investigator is involved.

21. Accuracy of Information/Malpractice

- 21.1 The Grant is subject to the condition that the information contained in all Project 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 in press when it has only been submitted.

22. Research Evaluation Programme

- 22.1 The Institution shall ensure that Chief Investigators are available to contribute to and participate in, any Research Evaluation Programme (REP) exercise relating to their Projects during, and for a reasonable period after the conclusion of, their Project. (The Commonwealth maintains the REP in order to evaluate the performance of the Individual Grants Programme as well as other elements of the Targeted Research and Scientific Development Programme against the Commonwealth's objectives for the overall Higher Education Programme. Evaluations undertaken through the REP assist the ARC 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 and strategies to achieve them.)

23. Acknowledgments, Publications and Publicity

- 23.1 Subject to commercial sensitivities or Intellectual Property considerations, the outcomes of Projects are expected to be communicated to the research community and where appropriate and possible, to the community at large.
- 23.2 When at any time during or after completion of a Project the Institution publishes promotional material, books, articles, television or radio programmes, newsletters or other literary or artistic works which relate to the Project, the Institution shall acknowledge, at a prominent place in the publication, the support, under the SPIRT Scheme, of the ARC and the Department.

24. Administration of the Grant

- 24.1 The Institution must maintain reasonable records relating to the Grant in general and Projects in particular to ensure its compliance with these Conditions of Award.

25. Audit and 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 Executive Manager to conduct these reviews are to be given full access by the Institution, if required, to all records in relation to Projects and the administration of the Grant funds in general.

- 25.2 The Institution is responsible for monitoring the progress of Projects and certifying to the Department that progress is satisfactory in the End of Year Report. If at any time, in the opinion of the Responsible Officer, the Project 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 Project 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) Final Report(s); and
 - (d) Annual Financial Report.

Exceptions Report

- 26.2 The Institution must submit an Exceptions Report for the Approved Proposal, including each Project, by 1 November 1999, 2000 and 2001. The Department will provide the Institution with a pro forma for this report before 30 September in each 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 to which the Exceptions Report relates.

End of Year Report

- 26.4 The Institution shall submit by 31 March 2000, 2001 and 2002 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 under the Approved Proposal, on a Project by Project basis, 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.
- 26.5 As part of the End of Year Report the Responsible Officer must certify for each Project that the Industry Partner contribution in relation to that Project has been provided and that to the best of their knowledge, the Industry Partner does not intend to withdraw or reduce its contribution to the Project.

Final Report

26.6 The Institution shall also furnish a Final Report for each Project within six months of the completion of the Project. 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 Project as stated in the Project Application. If a Final Report is deemed inadequate, the Chief Investigator will be contacted for further information. If the Committee is still not satisfied with the outcome of the Project, this will be noted against any further applications submitted by or on behalf of the Chief Investigator and may affect their success in obtaining funding for subsequent applications under this or any other program.

Annual Financial Report

26.7 The Institution shall provide the Minister by no later than 30 June 1999, 2000 and 2001 with an Annual Financial Report on the Approved Proposal. A pro forma for the Annual Financial Report shall be provided by the Department. The Annual Financial Report must include a statement by a qualified auditor as to the amounts of Grant funds spent on the Approved Proposal in the year to which the Annual Financial Report relates.

Copyright in the Reports

26.8 Copyright in all Reports required by these Conditions of Award 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 (including a right of sub-licence) to use, reproduce, adapt and exploit the information contained in these reports. The Commonwealth's licence is subject to the requirements of condition 26.9 below.

26.9 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 Project

27.1 Where less than \$200,000 of Grant funds are used for the purchase of equipment for a Project and the First Named Chief Investigator of that Project moves to another Institution ("the second Institution"), the Project and any equipment purchased with the Grant monies must not be transferred to the second Institution until:

(a) the prior written approval for the transfer has been gained from:

- the Institution;
- the first named Chief Investigator;
- the second institution and
- other Chief Investigators and Partner Chief Investigators and
- the Industry Partner.

- (b) the second Institution and the Project's Industry Partner have entered into an agreement of the type set out in condition 7.1 above.
- 27.2 When the Project has been transferred to the second Institution the first Institution must inform the Department of the transfer of the Project (including any unspent funds) in either its Exceptions Report or the End of Year Report to the Department and the second Institution must also confirm that the transfer of the Project has been effected in its Exceptions Report or End of Year Report.
- 27.3 When the Department receives the information regarding the transfer through either the Exceptions Report or the End of Year Report it will seek the Minister's approval for the transfer of the Project together with the transfer of any unspent grant monies for the Project from the first Institution to the second Institution.
- 27.4 If the Minister does not approve the transfer of the Project to the second Institution, the Project must be transferred back to the first Institution without delay or the Project will be terminated.
- 27.5 Where \$200,000 or more of Grant funds are used for the purchase of equipment for a Project and the First Named Chief Investigator transfers to another Institution ("the second Institution"), the Project or any equipment purchased with either the Grant funds or the Project's Industry Partner contribution (including any equipment which comprises the Industry Partner contribution) must not be transferred to the second Institution until:
- (a) the prior written approval for the transfer has been gained from the parties listed in condition 27.1 (a) above;
 - (b) the second Institution and the Project's Industry Partner have entered into an agreement of the type set out in condition 7.1 above;
 - (c) the Responsible Officer of the Institution has applied in writing to the Minister seeking approval for the transfer of the Project to the second Institution. The written request from the Institution must provide evidence that the parties listed in condition 27.1(a) above agree to the transfer and that the second Institution and the Project's Industry Partner have entered into an agreement of the type set out in condition 7.1 above; and
 - (d) the Minister has approved the transfer. The Minister may approve the transfer subject to such conditions as are considered appropriate.
- 27.6 To proceed with a transfer of a Project covered by condition 27.5 without the written approval of the Minister is in direct contravention of these Conditions of Award and will result in the termination of the Project.
- 27.7 If the Minister approves the transfer of a Project (either under condition 27.3 or 27.5) the Department will recover unspent Grant monies from the first Institution; and vary the Conditions of Award of the first and second Institution to reflect the transfer of the unspent Grant monies for the Project from the first 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 - carry overs

29.1 Under paragraph 108(c) of the Act, Grant funds provided by the Commonwealth to the Institution which are not spent during the year of the Grant period to which those funds were allocated may be carried forward where the Minister approves the carrying forward of unspent funds. The usual mechanism for the Institution to seek this approval is through the End of Year Report.

29.2 In completing the Annual Financial Report, the Institution must ensure that the amount shown in that Report as “approved carry forward funds” is the same as the amount (if any) that the Minister permits the Institution to carry over.

30. Indemnity

31.1 Subject to 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.

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

32. Insurance

32.1 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.

33. Termination

33.1 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.

- 33.2 The Institution must terminate a Project where:
- (a) progress is not, in the opinion of the Responsible Officer or of the Minister, satisfactory; or
 - (b) the Industry Partner fails to meet their obligations; or
 - (c) the parties have agreed to the termination of the Project.

34. Liaison

- 34.1 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 Executive Manager at the following address:

The Executive Manager - SPIRT Scheme
 Program Management Group
 Department of Employment, Education, Training and Youth Affairs
 GPO Box 9880
 CANBERRA ACT 2601
 Fax 02-6240-9645
 E-mail RBSPIRT@deetya.gov.au

35. Year 2000 Compliance

- 35.1 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 which is provided to the Department:
- (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 will reference years until the end of 1999 by two digits or four digits.
 - (c) 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.

17
ANNEXURE A

DETAILS OF FINANCIAL ASSISTANCE PROVIDED BY COMMONWEALTH

18
ANNEXURE B(1)

**ARC CONTRIBUTION TOWARDS APDI SALARY AND APAI STIPEND,
RESEARCH ASSOCIATE AND SENIOR RESEARCH ASSOCIATE
SALARIES AND OTHER ALLOWANCES**

Note - these levels may be subject to cost indexation

Fellowship Category	Increment Level	ARC Salary Provision	Salary + 26% On-costs
Australian Postdoctoral Research Fellowships (Industry) and Research Associates	A 1	\$39,188	\$49,377
	A 2	\$40,629	\$51,192
	A 3	\$42,066	\$53,003
Australian Research Fellowships and Senior Research Associates	B 1	\$44,281	\$55,794
	B 2	\$45,952	\$57,887
	B 3	\$47,601	\$59,978
	B 4	\$49,264	\$62,072

Australian Postgraduate Award (Industry)	Eligible Persons	ARC \$ Provision
Stipend	Postgraduate Research Student	\$20,821
Relocation Costs		
Removal expenses	Postgraduate Research Student and spouse Children	Maximum of \$435 each Maximum of \$215 per child Maximum of \$1,250 overall for removal expenses
Travel expenses	Postgraduate Research Student, spouse and dependants.	Up to the cheapest direct economy air fare (or concession rate if applicable) or where a Postgraduate Research Student elects to travel by car, mileage allowance up to the equivalent of one airfare as above for the Postgraduate Research Student.
Thesis allowance APAI	Postgraduate Research Student	A maximum of up to \$400 for Masters and \$800 for PhD

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Annexure B(2): Guidelines for Evaluating the Adequacy of Industry Partner In-Kind Contributions for Strategic Partnership With Industry - Research and Training Scheme Projects

These guidelines are to be used to assist in determining the value of in-kind Industry Partner contributions that are required to be provided by Industry Partners to the Institution to at least match the financial assistance to be provided by the Commonwealth for Projects within the Strategic Partnership with Industry - Research and Training Scheme.

A. Underlying principles and practical considerations

1. The primary objectives in examining the Industry Partner contribution are to ensure:
 - the available support is adequate for the successful completion of the Project
 - that the cost of the Industry Partner contribution matches at least dollar for dollar the financial assistance provided by the Commonwealth over the life of the Project; and
 - the Industry Partner contribution is in accordance with the budget, aims and research plan contained in the Project Application submitted by the Institution
2. A substantial Cash Contribution from the Industry Partner in line with amounts specified in the Project Application is required.
3. In-kind contributions that are shown to be essential and central to the conduct of the Project are given full recognition in evaluating the dollar for dollar contribution; however, claims of contributions that are not fully documented in the End of Year Report will be closely examined by the Department. The onus is on the Institution to establish the merit of the case for recognition of the level and extent of the in-kind contributions.
4. For each APDI, Industry Partners must provide the Institution a minimum annual Cash Contribution of \$10,000 or the amount specified in the Project Application, which ever is the larger, for the duration of the project on the basis that the Project has been approved by the Minister at the level of Industry Partner contribution specified in the application.
5. For each APAI, Industry Partners must provide the Institution a minimum annual Cash Contribution of \$5,000 or the amount specified in the Project Application, which ever is the larger, for the duration of the project on the basis that the Project has been approved by the Minister at the level of Industry Partner contribution specified in the application. Where a PhD Project is extended by up to six months the Industry Partner is not required to provide further Cash Contributions. Industry Partners must also provide a further minimum annual cash or in-kind contribution of \$5,000 or more in line with the amount specified in the Project Application. Where a PhD Project is extended by up to six months the Industry Partner is not required to provide further cash or in-kind contributions, although the in-kind contributions could still be made if necessary to complete the project.
6. With the exception of the above APAI related Industry Partner contribution, if the amount of Commonwealth funding approved for a SPIRT project varies from the amount applied for, the Chief Investigator must discuss the matter with the Industry Partner. Where the Industry Partner agrees the research project is viable within the parameters of the varied amount of Commonwealth funding, adjustments may be made to the application budget provided the Industry Partner agrees to the proposed adjustments. The Chief Investigator is responsible for providing the Research Office of the higher education institution with evidence of any such Industry Partner agreement for grant acquittal and reporting purposes.

7. In-kind contributions to a Project, may include scientific liaison and management, direct technical support, or unique access to reagents or equipment.

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

B. Guidelines for recognising in-kind budget items in Industry Partner contributions

Category	Accepted	Not Accepted
Access to unique databases	Incremental costs of access	Cost of collecting the database
Analytical and other services	Internal rates Incremental cost of providing service	Commercial rates
Equipment	<p>Contributed - Used</p> <ul style="list-style-type: none"> - fair market value - company book value - price for internal transfers <p>Contributed - New</p> <ul style="list-style-type: none"> - selling price to most favoured customer (if stock item) - cost of manufacture (if one of a kind) - cost of purchase <p>Loaned</p> <ul style="list-style-type: none"> - rental equivalent based on depreciation - rental rate equivalent to highest-volume user <p>Sold</p> <ul style="list-style-type: none"> - difference between discounted price and selling price to most favoured customer 	<p>List price or discounted list price</p> <p>Rental equivalents exceeding accepted values had the equipment been donated or sold</p> <p>Development costs</p>
Materials	<p>Unit cost of production for commercial products</p> <p>Selling price to most favoured customer</p> <p>Price for internal transfers</p> <p>Cost of production of prototype and samples</p>	Development costs (unless it is an integral part of the project proposal)
Patents and licences	Licences acquired from third parties for use by the university	<p>Patents</p> <p>Licensing fees paid to the university</p>

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

This list is not all-inclusive. If in doubt as to the acceptability of a particular item, consult The Executive Manager - SPIRT Scheme, Program Management Group, Higher Education Research Branch, Department of Employment, Education , Training and Youth Affairs.

ANNEXURE C
RESEARCH SPECIAL CONDITIONS

- C1. *Importation of Experimental Organisms:* The Institution must ensure that before experimental organisms are imported into Australia for the purposes of a Project, they or the Chief Investigator of the Project must obtain agreement for the importation from the appropriate Commonwealth and State authorities.
- C2. *Research Involving Humans or Animals:* If any Project conducted by the Institution involves research on or involving humans or animals, the Institution shall ensure that the codes adopted for these purposes by the National Health and Medical Research Council are complied with and the Project may not commence without clearance from the Institution's Ethics and Biosafety Committee (or equivalent) and from any other relevant authority outside of the Institution.
- C3. *Deposition of Biological Materials:* Any biological material accumulated during the course of a Project shall be transferred to an Australian body with statutory responsibility for control of such material. If no such body is available to take control of the biological material then the Institution shall dispose of the material in accordance with the Institution's established safeguards.
- C4. *Genetic Manipulation:* If a Project involves the preparation and/or use of recombinant nucleic acids constructed *in vitro* from sources that do not ordinarily recombine genetic information, approval in writing by the Institution's Biosafety Committee (or equivalent) and the Genetic Manipulation Advisory Committee (GMAC), must be obtained.
- C5. If a Project involves or is concerned with the use of recombinant DNA techniques, the Institution shall ensure that the principles and guidelines established and approved from time to time by the Australian Government's Recombinant DNA Monitoring Committee are observed.
- C6. If a Project involves or concerns the use of recombinant DNA techniques on animals or humans then before the proposed research commences, the Institution shall ensure that the research has been approved by the relevant Ethics or Biosafety Committee (or equivalent) of the Institution. The Institution shall retain all Certificates relating to the above, and will provide such evidence to the Executive Manager if required to do so.
- C7. *Ionising Radiation:* If a Project 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 licence from the appropriate State authority. The Institution shall retain all such licences and shall provide them to the Executive Manager if required to do so.
- C8. *Social Science Data Sets:* Any machine-readable data arising from a Project involving research relating to the social sciences should be lodged with the Australian Consortium for Social and Political Research Inc (ACSPRI) or any other appropriate archive for secondary use by other investigators. This should normally be done within two years of the conclusion of any fieldwork relating to the Project research. If a Chief Investigator is not intending to do so within the two year period they should include the reasons why in their Final Report.

SPECIAL CONDITIONS APPLICABLE FOR PROJECTS WITH AN AUSTRALIAN POSTGRADUATE AWARD (INDUSTRY) (APAI) ELEMENT

D1. Selection of APAI Postgraduate Research Students

- D1.1 The Institution must appoint an APAI Postgraduate Research Student for the Project who:
- (a) is an Australian citizen;
 - (b) is enrolled in a full-time postgraduate research degree at the Institution or, with the prior written agreement of the Industry Partner and the Minister, is enrolled in a part-time postgraduate research degree at the Institution;
 - (c) has an appropriate Honours 1 or high 2A (or equivalent) undergraduate degree; and
 - (d) has not previously held an Australian Postgraduate Award or APAI unless it was terminated within the first three months of the earlier award.
- D1.2 Where a Project Application nominated a particular student the Institution may appoint the student provided the student satisfies the selection criteria in D1.1 above.
- D1.3 The Institution may relax D1.1(c) above where a candidate has developed considerable research expertise in industry, eg graduates with some years of relevant work experience such as research personnel from industry who wish to upgrade their research skills.
- D1.4 The Institution shall select an APAI Postgraduate Research Student applicant for the Project based on merit, unaffected by the applicant's personal financial circumstances or care responsibilities and in accordance with the rules of the Institution and Conditions D1.1 to D1.4 inclusive.
- D1.5 If the Institution has followed Conditions D1.1 to D1.4 without being able to identify a suitable Postgraduate Research Student for the Project who is an Australian citizen the Institution may appoint an Australian permanent resident. The Institution must not appoint an Australian permanent resident who has lived in Australia for less than twelve months without the prior written approval of the Minister.
- D1.6 The Institution may approve a reduction in the period of the postgraduate course to take account of study previously undertaken towards the APAI Postgraduate Research Student's degree.
- D1.7 Periods of study already undertaken towards the APAI Postgraduate Research Student's degree prior to the commencement of the APAI must be deducted by the Institution from the maximum period of tenure.

D2. Commencement of APAI Postgraduate Research Students

- D2.1 An APAI Postgraduate Research Student must commence work on the Project between 1 January and 30 June in the first year of the Grant Period. However, the APAI Supervisor may apply to the Responsible Officer for permission for the APAI Postgraduate Research Student to commence on the Project after 1 July where special circumstances exist, for example seasonal factors which delay the start of the Project.
- D2.2 Where an APAI Postgraduate Research Student is unable to commence work on the Project by 31 December of the year for which the Minister first gave approval for the Project, the APAI element of the Project is automatically terminated.

D3. Industry Partner Contribution

- D3. In addition to the requirements of condition 7, the Institution must specifically ensure that the Industry Partner contributes at least \$5,000 cash per annum (or such larger amount as set out in the Project Application) and a further \$5,000 cash or in kind contribution (or such larger amount set out in the Project Application) to each APAI element of the Project. However the Institution need not require the Industry Partner to provide an additional cash or in kind contribution to an APAI element involving PhD research if that element is extended beyond the normal three years.

D4. Use of the Grant -Provision of stipend for APAI Postgraduate Research Students

- D4.1 The Institution shall pay to each APAI Postgraduate Research Student the stipend set out in Annexure B.
- D4.2 The Stipend for an APAI Postgraduate Research Student may be payable for a maximum period of three years from the date of award for full-time studies subject to condition D4.5.
- D4.3 Where an APAI Postgraduate Research Student only completes a Masters Degree the entire third year of stipend must be repaid to the Commonwealth.
- D4.4 The Institution must provide each full-time APAI Postgraduate Research Student with at least the annual indexed stipend from Grant monies which is exclusive of any supplement to the stipend provided by the Industry Partner.
- D4.5 The Institution may approve an extension of up to six months for a three year PhD degree APAI Postgraduate Research Student, where that student has formally applied for an extension and the Institution is satisfied that the grounds for the extension are beyond the student's control. The fact that the Project has been transferred from another Institution is not, in itself, sufficient grounds for the subsequent extension of an APAI award. The funding available is a proportion of the annual stipend based on the length of the extension and can usually be sought by the Institution in the Exceptions Report.

- D4.6 The amount of Grant funds available for the APAI element of a Project includes the amount specified in D4.1 above, together with the amounts payable under D5 below.

D5. Use of the Grant - Relocation and Thesis Allowances

- D5.1 The Commonwealth provides as part of the Grant funds set out in Column 7, 8 and 9 of Annexure A available for each Project with an APAI element an amount of \$2580.00 for relocation costs and thesis allowance for each APAI Postgraduate Research Student in each year of the Grant Period. Subject to Conditions D5.2, D5.3, D5.4 and D5.5 this amount will be paid to the Institution in addition to the APAI Postgraduate Research Student's stipend.
- D5.2 The Institution must ensure that where travel expenses are payable they should not exceed the cost of the cheapest direct airfare (or concession rate if applicable), for the Postgraduate Research Student and their dependants. Where a Postgraduate Research Student elects to travel by car, the Commonwealth will provide a mileage allowance up to the maximum equivalent of the cheapest direct airfare.
- D5.3 The Institution will make reimbursement payments to APAI Postgraduate Research Students from Grant monies for relocation costs (travel and removal expenses) on provision by an APAI Postgraduate Research Student of full particulars of mode and time of travel and the receipts for all other payments, eg removal expenses.
- D5.4 Reimbursement of relocation costs and thesis allowances over the upfront payment of \$2580.00 will be provided to the Institution by the Commonwealth, to a maximum of \$6,000, on the basis of a claim as part of the Exceptions Report, provided that the APAI Postgraduate Research Student's claim was processed by the Institution within the year the claim was made and that the subsequent claim on the Commonwealth is within the amounts specified in Annexure B for relocation costs and thesis allowance.
- D5.5 If the Institution has not passed to the APAI Postgraduate Research Student all or some of the \$2580.00 referred to in condition D5.1 the amount not so passed on is to be treated as an unspent amount of the Grant and dealt with in accordance with conditions 28 or 29 of these Conditions of Award and the Act.
- D5.6 For the purposes of relocation entitlements, a dependant is defined as a person who moves residence with the APAI Postgraduate Research Student. A spouse who transfers employment to the city of the Institution may be regarded as a dependant; a child continuing to study at the former city and not intending to live with the Postgraduate Research Student or Fellow, may not be regarded as a dependent.

D6. Employment, leave and other conditions relating to APAI Postgraduate Research Students

- D6.1 The Institution must ensure that APAI Postgraduate Research Students do not engage in any paid employment which contravenes the rules of the Institution and the wishes of the Industry Partner. Neither the Institution nor the Industry Partner will require an APAI Postgraduate Research Student to undertake paid employment.

- D6.2 The Institution may grant an APAI Postgraduate Research Student sick, recreation and maternity leave in accordance with the usual practice of the Institution for students on similar awards. The Commonwealth will not provide additional funds to cover accrued leave proposed to be taken after the APAI period has expired. APAI Postgraduate Research Students should therefore take recreation leave or other leave during the period of the APAI tenure.
- D6.3 The Institution must allocate each APAI Postgraduate Research Student with an Australian Postgraduate Award without Stipend for the purpose of exemption from the Higher Education Contribution Scheme.
- D6.4 The Institution may allow an APAI Postgraduate Research Student to undertake research in the Industry Partner's facilities as part of research work on the Project. During such periods, the Institution shall continue to be responsible for payment of the APAI Postgraduate Research Student's stipend, approval of the APAI Postgraduate Research Student's leave (if any) and supervision of the progress of research, although supervision by the Industry Partner is also expected.
- D6.5 Provided the Industry Partner is in agreement, the Institution may approve a part-time award where the APAI Postgraduate Research Student is able to demonstrate heavy care commitments or a medical condition precluding full-time study, including:
- care responsibilities for a pre-school child; or
 - care responsibilities for school aged children as a sole parent with limited access to outside support; or
 - care responsibilities for an invalid or disabled spouse, child or parent; or
 - a medical condition which limits the capacity to undertake full-time study;
- but part-time awards are not available to applicants seeking to undertake paid employment on a full-time or on a substantial part-time basis. Substantial part-time work is regarded as being more than the Institution would permit its full-time award holders to undertake without interfering with their study programmes.
- D6.6 The Institution will subject part-time APAI Postgraduate Research Students to the same restrictions on employment as full-time APAI Postgraduate Research Students.
- D6.7 The Institution shall inform the Department in the End of Year Report of any approvals of part-time APAI Postgraduate Research Students.
- D6.8 APAI Postgraduate Research Students approved to study part-time may revert to full-time study at any time.
- D6.9 A part-time APAI Postgraduate Research Student is expected to progress at half the rate of a full-time award holder and the Institution must pay them one half the normal full-time stipend.
- D6.10 Subject to conditions D6.1 and D6.2 the Institution may approve, in consultation with the Industry Partner, an application by an APAI Postgraduate Research Student for overseas research for up to twelve (12) months, and in special circumstances, up to eighteen (18) months. The prior approval of the Minister is

required where the overseas research is to commence within six (6) months of the starting date of the Project. The Institution may approve only overseas research which may be credited to the relevant Postgraduate Research Student's course of study.

- D6.11 The Institution may convert an APAI Postgraduate Research Student's course of study from a Masters degree to a PhD or vice versa provided the Responsible Officer is satisfied that the progress of the APAI Postgraduate Research Student merits such a conversion and the Industry Partner agrees.
- D6.12 The Institution may allow an APAI Postgraduate Research Student to take up to three months paid maternity leave for a childbirth occurring within the tenure of the APAI. Paid maternity leave may not be taken within the first twelve months of an award; however unpaid maternity leave may be accessed through the suspension provisions. Periods of paid maternity leave are in addition to the normal duration of the award. The Commonwealth will provide additional funding to the Institution to cover the three months' paid maternity leave period.

D7. Suspension of an APAI

- D7.1 An APAI Postgraduate Research Student may apply to the Institution, with the consent of the Industry Partner, for a suspension of the Australian Postgraduate Award (Industry) to gain work experience in industry. In exceptional circumstances the Institution may allow suspension on compassionate grounds with the consent of the Industry Partner and the Department.
- D7.2 If the proposed suspension is to commence after the first six (6) months of the Project and is not proposed to be longer than twelve months, the Institution may at its discretion approve the suspension.
- D7.3 If the proposed suspension is to commence within the first six months of the Project or is to be more than 12 months duration, the Responsible Officer must apply to the Executive Manager to seek the Minister's approval of the suspension.
- D7.4 A suspension of over 12 months duration or that commences within the first six months of the Project without the written permission of the Minister will be a breach of these Conditions of Award and will result in the immediate termination of the particular APAI.

D8. Change of APAI Postgraduate Research Student

- D8.1 If an APAI Postgraduate Research Student is no longer able to continue their Project, a new Postgraduate Research Student may be selected by the Institution and the Industry Partner provided that the student meets the eligibility criteria as specified in these Conditions of Award and that the overall expenditure for the particular APAI so affected does not exceed the amount of monies provided by the Commonwealth for the normal duration of the APAI. The Institution will be responsible for any shortfall between the amount of monies provided by the Commonwealth and the amount required for the new Postgraduate Research Student to complete their degree.

- D8.2 Where APAI Postgraduate Research Student completes a Masters degree only, the Institution may not use unspent Grant monies to fund a new Postgraduate Research Student, and the unspent third year stipend must be returned to the Commonwealth in accordance with D4.3.

D9. Reporting of Relinquished APAIs

- D9.1 If an APAI Postgraduate Research Student relinquishes their award, that fact must be reported in the End of Year Report.

D10. Additional requirements for Exceptions Reports

- D10.1 The Institution must include in the Exceptions Report any changes to the type or duration of degree being undertaken by an APAI Postgraduate Research Student which will affect the amount or duration of Commonwealth funding.

D11. Annual Progress Report

- D11.1 The Institution must require each APAI Postgraduate Research Student to provide an Annual Progress Report to the Institution's Research Office. The Department will make available a pro forma Annual Progress Report Form for this report on the Department's Internet Home Page:

<http://www.deetya.gov.au/highered/highered/research/index.htm>

- D11.2 The Institution must ensure that the APAI Supervisor and the appropriate Head of Department endorse the Annual Progress Report, if satisfactory, or to provide further comment, if requested by the Department.
- D11.3 Annual Progress Reports are to be retained by the Research Office and submitted to DEETYA on request.

D12. Default of Industry Partner - additional APAI requirements

- D12.1 If, as a result of an Industry Partner failing to meet its obligations under these Conditions of Award and the Institution is not able to find a replacement Industry Partner as specified in condition 8.1 of these Conditions of Award, the Project is terminated, the Institution may fund an affected APAI Postgraduate Research Student as an Australian Postgraduate Award (APA) postgraduate student from the Institution's Australian Postgraduate Award (APA) program funds.

ANNEXURE E

**SPECIAL CONDITIONS APPLICABLE FOR PROJECTS WITH AN
AUSTRALIAN POSTDOCTORAL RESEARCH FELLOWSHIP (INDUSTRY)
(APDI) ELEMENT**

E1. Commencement of APDI

- E1.1 The Institution must ensure that APDI Fellows commence their APDI between 1 January and 30 June in the first year of the Grant period. The Institution may apply to the Executive Manager to allow an APDI Fellow to commence their APDI after 1 July where special circumstances exist, for example where a successful APDI applicant currently holds an academic or research appointment in the Northern Hemisphere.
- E1.2 The Institution must ensure that APDI applicants do not commence their APDI until after they have been awarded their PhD.
- E1.3 Where the APDI fellow is one of several Chief Investigators on a project, and it is proposed to begin the project before the APDI fellow can commence on the Project, approval will need to be obtained from the Department for the project to commence. The Department will ascertain whether the project is viable without the APDI Fellow's participation.
- E1.4 If the department does not consider the project viable without the APDI fellow's contribution to the Project, and the APDI fellow cannot commence on the Project by 30 June or by such later date approved by the Executive Manager under condition E1.1 above, the Project as a whole will be terminated.
- E1.5 Where a APDI Fellow is unable to commence their fellowship in the first year of the Grant period, the APDI element of the Project is terminated.

E2. Use of the Grant - APDI Fellow's salary

- E2.1 Unless otherwise specified in Column 10 of Annexure A and subject to condition E2.3 below, the Institution shall pay to each APDI Fellow, by way of salary, an amount at least equivalent to:
- Increment Level A1, as set out in Annexure B, in the first year of the APDI;
 - Increment Level A2, as set out in Annexure B, in the second year of the APDI;
- and
- Increment Level A3, as set out in Annexure B, in the third year of the APDI.
- E2.2 The Institution must make up any shortfall between the Grant funds contributed towards an APDI Fellow's salaries and on-costs funded at the levels given in Annexure B and the prevailing salary levels for other academic staff at a similar level, from sources other than the Grant, so that the APDI Fellow is no worse off financially than their academic peers of similar seniority at the Institution.
- E2.3 The tenure of a APDI Fellows is up to three years, subject to the receipt of satisfactory Annual Progress Reports as required by condition E8 below. Subject to conditions E4.7 and E4.8 below, APDIs will not be extended.

- E2.4 The amount of Grant funds available for the APDI element of a Project includes the amount specified in E2.1 above, together with the relevant 26% on-costs set out in Annexure B, together with the amounts payable under E3 below.

E3. Use of the Grant - Relocation Allowance

- E3.1 The Institution may make reimbursement payments for relocation costs (travel and removal expenses) to an APDI Fellow on provision by the APDI Fellow of full particulars of mode and time of travel and the receipts for all other payments, eg removal expenses.
- E3.2 Travel expenses claimed shall not exceed the cost of the cheapest direct airfare, for the APDI Fellow and their dependants. Where an APDI Fellow elects to travel by car, the Commonwealth will provide a mileage allowance up to the maximum equivalent of the cheapest direct airfare.
- E3.3 For the purposes of relocation entitlements, a dependant is defined as a person who moves residence with the APDI 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 APDI Fellow, may not be regarded as a dependant.
- E3.4 Reimbursement of relocation costs will be provided to the Institution by the Commonwealth, to a maximum of \$6000, on the basis of a claim as part of the Exceptions Report or if after the 1 November then the End of Year Report, providing the APDI Fellow's claim is processed by the Institution by 31 December of the year in which the claim was made.

E4. Conditions of Employment of APDI Fellows

- E4.1 APDI Fellows cannot hold another position either at the Institution or at another Institution. The Institution shall ensure that a successful applicant has formally resigned from their former position before taking up the APDI at the Institution.
- E4.2 Subject to condition E4.3 below, the Institution shall recognise APDI Fellows as academic staff and incorporate them fully into the activities and academic life of the Institution. Unless the Minister otherwise determines the provision of salaries, recreation leave, sick leave and other conditions of employment for APDI Fellows shall be the same as equivalent positions at the Institution.
- E4.3 The Institution must ensure that APDI Fellows shall not, without the prior agreement of the Minister:
- (a) accept additional appointments, employment or remuneration from any other source which will result in the APDI Fellow receiving a total of more than \$3,000 per annum for those appointments, employment or other activity; or
 - (b) accept any remuneration whatsoever from any other source other than the Institution in respect of work performed on the Project.

- E4.4 Subject to E4.3 above, the Institution may allow the APDI Fellow to do additional teaching, research supervision or academic duties so long as these do not detract from the conduct of the APDI Fellow's Project.
- E4.5 The Institution shall ensure that during the APDI Fellowship, an APDI Fellow shall be entitled to leave of absence for recreation at the rate of four weeks per annum, to be taken at any time by arrangement between the APDI Fellow and the Institution. However, the Commonwealth will not provide additional funds to cover accrued leave proposed to be taken after the APDI has expired. Fellows should therefore take their recreation leave during the period of the APDI.
- E4.6 The Fellow may be granted leave of absence by the Institution for other reasons in accordance with the usual practices of the Institution.
- E4.7 The Institution shall allow APDI Fellows to take up to twelve weeks paid maternity leave (if so required by the APDI Fellow), in addition to the duration of their APDI. 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.
- E4.8 The Institution shall allow APDI Fellows to take up to twelve months' maternity leave (if so required by the APDI Fellow), if this is in accordance with the Institution's practice, using accrued leave or leave without pay.

E5. Suspension of an APDI

- E5.1 An APDI Fellow may apply to the Institution, with the consent of the Industry Partner, for a suspension of their APDI to gain work experience in industry.
- E5.2 If the proposed suspension is to commence after the first six (6) months of the Project and is not proposed to be longer than twelve months, the Institution may at its discretion and with the consent of the Industry Partner, approve the suspension.
- E5.3 If the proposed suspension is to commence within the first six months of the Project or is to be more than 12 months duration, the Responsible Officer must seek written approval from the Minister. The Minister may seek advice from the relevant committee of the ARC before making a decision.
- E5.4 A suspension of over 12 months duration or that commences within the first six months of the Project without the written permission of the Minister will be a breach of these Conditions of Award and will result in the immediate termination of the particular APDI.
- E5.5 A suspension must be reported in accordance with the carry-over provisions in section 29 of the Conditions of Award.

E6. Change of APDI Fellow

- E6.1 If an APDI Fellow is not able to continue their Project, the APDI element of the Project is terminated.

E7. Additional Reporting requirement - Relinquishment of APDIs

E7.1 If an APDI Fellow relinquishes their award, that fact must be reported in the End of Year Report.

E8. Additional Reporting requirement - Annual Progress Report

E8.1 The Institution must ensure that each APDI Fellow provides an Annual Progress Report to the Institution's Research Office. The Department will make available a pro forma Annual Progress Report Form for this report on the Department's Internet Home Page:

<http://www.deetya.gov.au/divisions/hed/research.htm>

E8.2 The Institution must ensure that the appropriate Head of Department endorses the Annual Progress Report, if satisfactory, or to provide further comment, if necessary.

E8.3 Each Annual Progress Report will be referred to the relevant Sub-Panel of the ARC for consideration of progress. Further information may be sought by the Department or the ARC only if, in the opinion of the ARC, the research is not progressing satisfactorily.

**SPECIAL CONDITIONS APPLICABLE FOR PROJECTS WITH A
COLLABORATIVE RESEARCH ELEMENT**

F1. Commencement of Projects - Final date of commencement and Industry Partner Written Agreements

F1.1 The Collaborative Research element of Projects must commence by 31 October of the year for which the Minister first gave approval for the Project. Failure to do so will result in the termination of any individual Projects which have not commenced.

F2. Deferment of Project

F2.1 If the Institution wishes to defer commencement of a Project beyond 31 October in the year for which approval was first given by the Minister for the Project, or to defer continuation of a Project, written application, with appropriate justification, must be made to the Executive Manager, through the Institution's Research Office. The Institution must not defer the Project unless the Institution has received written permission from the Department, on the basis of a decision by the Minister.

F3. Use of the Grant - Provision of salaries for Personnel and for relief from teaching and other duties

Team Leaders, Chief Investigators, Partner Investigators, Associate Investigators, APAI Supervisors and Industry Partner Representatives

F3.1 Grant funds must not be used for the payment of a Team Leader's, Chief Investigator's, Partner Investigator's, Associate Investigator's, APAI Supervisor's salary, unless they are an APDI Fellow.

F3.2 Grant monies may not be used for the payment of a Partner Investigator's or Industry Partner's Representative's costs incurred because of their involvement in the Project, except for:

- (a) in the case of overseas-based Partner Investigators or Industry Partner Representatives only, their travel and living expenses while within Australia (but not in travelling to Australia) associated directly with visits for the purposes of the Project; or
- (b) purposes outlined in the Project Application and not prohibited as a Special Condition as specified in Column 10 of Annexure A.

F3.3 If expenditure is incurred as allowed for in condition F3.2 above, the Institution shall ensure that expenditure is in accordance with the broad structure of the budget, aims and research plan contained in the Project Application.

Senior Research Associates

- F3.4 Grant funds may be used to employ a Senior Research Associate where provision for such was included in the Project Application. The amount of Grant funds which the Institution may use for the salary of a Senior Research Assistant must be equivalent to one of the four increment levels for Australian Research Fellowships and Senior Research Associates (B1-B4) set out in Annexure B.
- F3.5 In selecting Senior Research Associates the Institution must ensure that they bring special new expertise to the Project, together with relevant experience which is not otherwise available to the Chief Investigator and which is required for the successful pursuit of the research objectives associated with the Project.

Research Associates

- F3.6 Grant funds may be used to employ postdoctoral Research Associates on the Project if such persons will contribute expert and full-time assistance on the Project. The amount of Grant funds which the Institution may use for the salary of a Research Associate must be equivalent to one of the three increment levels for Australian Postdoctoral Fellowships (A1-A3) set out in Annexure B.

Other personnel

- F3.7 Grant funds may be used by the Institution to employ Personnel other than Team Leaders, Chief Investigators, Partner Investigators, Associate Investigators, APAI Supervisors and Senior Research Associates as required for the successful conduct of the Project. They may be employed full-time or part-time as required.
- F3.8 The Institution must ensure that a person who is studying full-time for a postgraduate degree or other postgraduate qualification shall not be employed on a Project for more than 20 hours per week or such lesser time as the internal policies and procedures of the Institution provide.

Employment conditions generally

- F3.9 In respect of Personnel other than the Specified Personnel, unless the Minister otherwise determines:
- (a) the provision of salaries, recreation leave, sick leave and other conditions of employment for Personnel shall be those of the Institution;
 - (b) in recruiting Personnel, the Institution shall follow its normal recruitment procedures.
- F3.10 The Institution must ensure that any Personnel who are employed full-time on the Project and whose salary is provided for from Grant funds shall not, without the prior agreement of the Minister:
- (a) accept additional appointments, employment or remuneration from any other source which will result in that person receiving a total of more than \$3,000 per annum for those appointments, employment or other activity; or

- (b) accept any remuneration whatsoever from any source other than the Institution in respect of work performed on the Project.

Teaching and other relief

F3.11 Grant funds may only be used for the relief of Personnel from teaching or other duties if it is so specified as a Special Condition for the Project in Column 10 of Annexure A. If it is so specified, the amount of Grant monies which can be used by the Institution for teaching or other relief is equal to the lowest increment level (Increment Level B1, ARC Salary Provision plus 26% On-costs) of the Australian Research Fellowships Category, as set out in Annexure B, reduced pro rata for the period of relief from teaching or other duties.

F3.11 The Institution must make up any shortfall between the Grant monies which can be used by the Institution for teaching or other relief and the prevailing salary levels from sources other than this Grant, so the Personnel concerned are no worse off financially than their peers.

F4. Application for increase in funding for a Collaborative Research element of a Project

F4.1 If the Institution is of the view that the level of Commonwealth financial assistance for a Project is inadequate, the Institution may make a new stand alone Project Application for the Collaborative Research element of the Project. However should the Institution do so:

- (a) the new Project Application will compete against all other new applications in that year;
- (b) All funding (including funding in future years) for the Collaborative Research element of the Project will be withdrawn at the end of the year in which the new Project Application was lodged with the Department, whether or not the new Project application is approved; and
- (c) If the new Project Application is successful the Minister may approve financial assistance for the new Project at a level less than or greater than the amount approved for the original Collaborative Research element of the Project.