



Australian Government

Australian Research Council

Funding Agreement

between the

Commonwealth of Australia

as represented by the

Australian Research Council

and

[Administering Organisation]

regarding funding for
for an **ARC Centre of Excellence**
in **Policing and Security**
to commence in
2006

**Australian Research Council
Funding Agreement for an ARC Centre of Excellence
in Policing and Security
Commencing in 2006/2007 financial year**

Table of Clauses

1.	Definitions	4
2.	Interpretation	6
3.	Entire Agreement and Variation	7
4.	Term of Agreement and Funding Period	8
5.	Payment of Funding	8
6.	Accuracy of Information/Malpractice	10
7.	Use of the Funding: Activities, Facilities and Types of Work	10
8.	Use of the Funding: Provision of Salaries	12
9.	Over-Expenditure by the Administering Organisation	13
10.	Collaborating Organisation Agreements	13
11.	Default of Collaborating Organisation	15
12.	Commencement of Initiative: Final Date for Commencement	15
13.	Deferment of Commencement of Initiative	16
14.	Specified Personnel	16
15.	Change of Specified Personnel	16
16.	Transfer of Initiative	17
17.	Negation of Employment by the Commonwealth	18
18.	Conduct of Research	18
19.	Material Produced Under This Agreement	18
20.	ARC Assessments	19
21.	Assets	19
22.	Intellectual Property	20
23.	Protection of Personal Information	20
24.	Confidentiality	21
25.	Compliance with Commonwealth Policies	22
26.	Acknowledgments, Publications and Publicity	22
27.	Administration of the Funding	23
28.	Audit and Monitoring	23
29.	Access to Premises & Records	23
30.	Reporting Requirements	24
31.	Copyright in Proposals and Reports	27
32.	Recovery of Unspent Funds or Overpayments of Funds	27
33.	Indemnity	27
34.	Insurance	27
35.	Termination	28
36.	Compliance with Law	29
37.	Liaison	29
38.	Applicable Law	30

39.	Form of the Centre	30
40.	ARC Centre Fellowships	30
41.	ARC Centre Awards	31
42.	Federation Fellows Associated With the Centre of Excellence	32
43.	Relinquishment of other ARC funding	32
	SCHEDULE A	34
	SCHEDULE B	35
	Special Conditions for the Initiative	35
	SCHEDULE C	39
	Research Special Conditions	39
	SCHEDULE D	41
	Format of Audited Statements	41
	SCHEDULE E	42
	ARC Centre of Excellence for Policing and Security	42
	Administering Organisation: [Administering Organisation Name]	42
	Key Result Areas and Performance Measures for the Centre of Excellence	42
	SCHEDULE F	45
	SCHEDULE G	46

DRAFT ONLY – SUBJECT TO REVISION

Parties and Recitals

THIS AGREEMENT is made on _____ day of _____

between the

COMMONWEALTH OF AUSTRALIA ('the Commonwealth'), as represented by and acting through the Australian Research Council ('the ARC') [ABN 35 201 451 156]

and

[Administering Organisation] ('the Administering Organisation') (together 'the Parties')

WHEREAS:

- A. The Commonwealth through the ARC operates a Scheme, being the Special Research Initiatives Scheme ('the Scheme').
- B. The Commonwealth accepts that the Administering Organisation is an eligible body for the purposes of the Scheme, and the Commonwealth may provide financial assistance to enable the Administering Organisation to conduct the Initiative, being that described in Schedule A, the Call for Proposals and the Application.
- C. The Commonwealth is required by law to ensure the accountability of Funding and, accordingly, the Administering Organisation is required to be accountable for all Commonwealth Funding it receives under this Agreement.
- D. The Commonwealth wishes to provide Funding under the Scheme to the Administering Organisation for the purposes, and subject to the terms and conditions, set out in this Agreement.

NOW IT IS HEREBY AGREED as follows:

Definitions

1.1. In this Agreement, unless the contrary intention appears:

'**ABN**' has the meaning as given in Section 41 of the A New Tax System (Australian Business Number) Act 1999;

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

'**Administering Organisation**' means the higher education institution responsible for administering the Funding;

'**Annual Report**' means the report to be submitted by the Centre, through the Research Office of the Administering Organisation, in accordance with clause 30.2;

'**Application**' means the application for the Initiative lodged with the ARC and given the Project ID by the ARC which is specified in Schedule A;

'**Approved Proposal**' means a proposal for expenditure for purposes that will assist research activities undertaken by the Administering Organisation under Section 51 of the Act approved by the Minister and, in this Agreement, consists of the Initiative funded at the Organisation and set

DRAFT ONLY – SUBJECT TO REVISION

out in Schedule A;

‘ARC’ means the Australian Research Council, as established under the Australian Research Council Act 2001 or subsequent relevant legislation, as amended from time to time, to make recommendations to the Minister on the allocation of research funds, and includes the members of its Committees;

‘ARC CE’ means a research centre wholly or partly funded by the ARC and includes research Centres funded under the ARC’s *Centres of Excellence, Research Centres* and *Special Research Initiatives* schemes.

‘ARC Scheme’ means a scheme funded by the ARC under the National Competitive Grants Program (NCGP).

‘ARC’s Website’ is <http://www.arc.gov.au/>

‘Asset’ includes personal, real or incorporeal property, but shall not mean Intellectual Property;

‘Audited Financial Statement’ means the statement to be submitted by the Administering Organisation by 30 June each year in accordance with paragraph 58(1)(b) of the Act;

‘Call for Proposals’ means the Call for Proposals for an ARC Centre of Excellence in Policing and Security issued by the ARC on 4 September 2006.

‘Centre’ means the entity conducting and managing the Initiative described in Schedule A and the Application;

‘Centre Director’ means the person described in Schedule B of this Agreement and duly appointed with the prior approval of the ARC and includes any replacement person approved by the Minister in accordance with Clause 15;

‘Centre Fellow’ means the Fellow or fellows duly appointed in accordance with clause 40 of this Agreement;

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

‘Chief Investigator’ means the person or persons defined as such in clause 4.2 of the Call for Proposals and listed as such in Schedule A, and includes any replacement persons approved by the Minister in accordance with clause 15;

‘Collaborating Organisations’ means the organisation(s) named in Schedule A or otherwise advised to the ARC as a contributor to the Initiative, excluding the Administering Organisation;

‘the Commonwealth’ means the Commonwealth of Australia;

‘Director’ means the person with primary responsibility for the Centre, and includes the Centre Director, Research Director or Interim Director;

‘Eligible Organisation’ means an organisation specified in Schedule G;

‘End of Year Report’ means the report submitted by the Administering Organisation in accordance with clause 30.7;

‘Final Report’ means the report submitted by the Administering Organisation in accordance with clause 30.8;

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

‘Funding Rules’ means the *Special Research Initiatives Funding Rules for Funding commencing in 2006*;

‘GST’ has the meaning as given in Section 195-1 of the A New Tax System (Goods and

DRAFT ONLY – SUBJECT TO REVISION

Services Tax) Act 1999;

‘Initiative’ means the Initiative described in Schedule A and set out in the Call for Proposals and the Application;

‘Initiative Budget’ means the budget specified in Parts C and F of the Application;

‘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;

‘Interim Director’ means the person named in the Application as the Interim Director and listed as such in Schedule A, and includes any replacement persons approved by the Minister in accordance with clause 15;

‘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;

‘Partner Investigator’ means the person or persons defined as such in clause 4.2 of the Call for Proposals and listed as such in Schedule A, and includes any replacement persons approved by the Minister in accordance with clause 15;

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

‘Reports’ means the End of Year Report, Annual Report, Audited Financial Statement and the Final Report;

‘Research Director’ means the person or persons appointed to lead the research programs of the Initiative as described in Schedule B of this Agreement and includes any replacement persons approved by the Minister in accordance with clause 15;

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

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

‘Scheme Coordinator’ means the occupant from time to time of the position of Scheme Coordinator (Centres Schemes) in the Australian Research Council, or any other person to whom the administration of the Centres of Excellence Scheme may be allocated;

‘Special Conditions’ means the conditions specified in Schedules A, B, and C that govern the use of the Funds; and

‘Specified Personnel’ means the Centre Director, Interim Director, Research Director, Centre Manager, Chief Investigator(s) and Partner Investigator(s) named in Schedule A to perform the project or as otherwise approved by the ARC and includes any replacement persons approved by the Minister in accordance with clause 15.

Interpretation

2.1. In this Agreement, unless the contrary intention appears:

DRAFT ONLY – SUBJECT TO REVISION

- (a) words in the singular number include the plural and words in the plural number include the singular;
- (b) words importing a gender include any other gender;
- (c) words importing persons include a partnership and a body whether corporate or otherwise;
- (d) clause headings, words capitalised or in bold format and notes in square brackets (“[]”) are inserted for convenience only, and have no effect in limiting or extending the language of provisions, except for the purpose of rectifying any erroneous cross-reference;
- (e) all references to clauses are clauses in this Agreement;
- (f) all references to dollars are to Australian dollars and this Agreement uses Australian currency;
- (g) reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation of the Commonwealth and, if it has been or is amended, is a reference to that statute or other legislation as amended;
- (h) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

2.2. This Agreement operates subject to the Act. If there is any conflict between this Agreement and the Act, then the Act prevails.

Entire Agreement and Variation

- 3.1. This Agreement, including Schedules, the Application, the Funding Rules and the Call for Proposals, constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement.
- 3.2. Notwithstanding clause 3.1, the Minister may at any time impose other requirements or conditions in connection with any Funding covered by this Agreement. The Administering Organisation must immediately comply (or procure compliance) with any other Ministerial conditions or requirements notified by the ARC from time to time. In the event of any inconsistency between this Agreement and any such further requirements or conditions, the Administering Organisation will not be taken to have breached this Agreement where it has acted consistently with any further requirements or conditions notified under this clause.
- 3.3. If any part of this Agreement conflicts with any other part, that part higher in the following list shall take precedence:
 - (a) the terms and conditions contained in the clauses of the Agreement;
 - (b) the Schedules of this Agreement;
 - (c) the Funding Rules;
 - (d) the Call for Proposals ; and
 - (e) the Application.

DRAFT ONLY – SUBJECT TO REVISION

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

Term of Agreement and Funding Period

- 4.1. This Agreement takes effect on the date it has been executed by the Administering Organisation and the ARC and continues to operate until all parties have fulfilled their obligations under this Agreement.
- 4.2. Subject to clauses 4.3 and 5 of this Agreement, the Funding Period for the Initiative is the approved period(s) set out in Schedule A for that Initiative, or as otherwise approved in writing by the Minister, unless the Funding is terminated earlier in accordance with this Agreement.
- 4.3. The Funding Period for the Initiative is indicative only of the intent of the Minister at the time of making the offer of Funding and is not binding on the Commonwealth. In the event that the Minister subsequently makes a determination under Section 51 or Section 54 of the Act to continue the Funding, this Agreement may, at the ARC's complete discretion:
 - (a) be allowed to expire and an entirely new Agreement be entered into under such a determination; or
 - (b) continue to apply to the Initiative granted financial assistance under such determination.

Payment of Funding

- 5.1. Subject to sufficient program funding being available for the Scheme, the provisions of the Act and the terms of this Agreement, the Commonwealth shall pay the Funds to the Administering Organisation for the Initiative in progressive monthly instalments in accordance with Schedule A.
- 5.2. All Funding for the Initiative is subject to the following conditions:
 - (a) that the Initiative commence in accordance with clause 12, or by any later date approved by the Minister under clause 13;
 - (b) that the Director lead and co-ordinate the Initiative at all times during the Funding Period, including by having direct responsibility for the strategic decisions and the communication of results for the Initiative;
 - (c) that the Administering Organisation conduct the Initiative substantially in accordance with the Description of the Centre of Excellence contained in the Application, or as otherwise approved by the Minister;
 - (d) that the Administering Organisation spend all funds paid under this Agreement for the Initiative substantially in accordance with the Initiative Budget and any Special

DRAFT ONLY – SUBJECT TO REVISION

Conditions (or as otherwise approved by the Minister) and in accordance with the requirements of this Agreement, the Funding Rules and the Call for Proposals;

- (e) that the Administering Organisation enter into (and maintain) an agreement with each Collaborating Organisation that meets the requirements of clause 10;
- (f) that the Administering Organisation not receive for the Initiative any amount of Funding in excess of that to which it is properly entitled, or which the Commonwealth is not required to pay, either under this Agreement or the Act;
- (g) that the Administering Organisation submit on time all reports required under this Agreement, in the form and with content satisfactory to the Commonwealth.
- (h) that the Centre Director and all Chief Investigators, at all times during their participation in the Initiative as a Chief Investigator, meet the criteria specified in Section 6 and Appendix 4 of the Funding Rules, including by having direct responsibility for the strategic decisions and the communication of results for the Initiative;
- (i) that all Partner Investigators, at all times during their participation in the Initiative as a Partner Investigator, meet the criteria specified in Section 6 and Appendix 4 of the Funding Rules, including by providing significant commitment, intellectual input and relevant expertise to the centre; and
- (j) that the Administering Organisation comply with any other requirements or conditions imposed by the Minister in connection with any Funding covered by this Agreement.

5.3. If the Administering Organisation does not meet any one or more of the conditions listed in clause 5.2 in respect of the Initiative, the Commonwealth may do any or all of the following:

- (a) not pay the Administering Organisation any further Funds for the Initiative;
- (b) by notice in writing to the Administering Organisation, recover all or some of the Funds paid under this Agreement for the Initiative, including all unspent Funds and any funds not spent in accordance with this Agreement; or
- (c) vary the amount of Funding approved for the Initiative.

5.4. The Administering Organisation must pay to the Commonwealth the amount specified in any notice received under clause 5.3(b), within 30 days of the date of that notice.

5.5. The Commonwealth will pay to the Administering Organisation, by way of financial assistance in accordance with the Act, the approved amounts set out in Schedule A, which is net of any GST which may be imposed on the supply.

5.6. Unless otherwise indicated or required by Law, all consideration for any supply made under this Agreement is exclusive of any GST imposed on the supply. If the Administering Organisation makes a taxable supply to the Commonwealth under this Agreement, the Commonwealth, on receipt of a tax invoice from the Administering Organisation or the issuing of a Recipient Created Tax Invoice by the Commonwealth, will pay without setoff an additional amount to the Administering Organisation equal to the GST imposed on the supply in question. No party may claim or retain from the other any amount under this Agreement for which the first party can obtain an input tax credit.

5.7. The Commonwealth shall have the right to unilaterally vary the amounts for the Initiative.

DRAFT ONLY – SUBJECT TO REVISION

Further, in the case of exceptional performance of the Initiative and subject to the availability of funding, the ARC may consider making a recommendation for financial assistance for an additional period or periods of up to five years after the last year specified in Schedule A.

- 5.8. Where the Commonwealth exercises its right under clause 5.3 or 5.7 above, it shall inform the Administering Organisation of the variation within thirty (30) days of that variation.

Accuracy of Information/Malpractice

- 6.1. The Funding is subject to the condition that the information contained in the Application is complete, accurate and not misleading. The Administering Organisation warrants that the information contained in the Application is complete, accurate and not misleading. The Commonwealth regards inaccurate and misleading information as including, but not being limited to, claiming fictitious track records, inflating funds obtained, or to be obtained, from other sources and false claims in the publication record, e.g. describing a paper as being “in press” or accepted even if it has only been submitted.

Use of the Funding: Activities, Facilities and Types of Work

- 7.1. The Administering Organisation must endeavour to ensure that the Initiative fulfils the following objectives:
- (a) undertaking highly innovative research at the forefront of developments within areas of national importance, with a scale and a focus leading to outstanding international and national recognition;
 - (b) enhancing the scale and focus of research in the designated National Research Priority: Safeguarding Australia. (Full descriptions of the National Research Priorities and their associated Priority Goals can be found in Appendix 1 of the 2006 SRI Funding Rules and on the ARC’s Website.);
 - (c) promoting research that will enhance Australia’s future economic, social and cultural wellbeing;
 - (d) linking existing Australian research strengths and building new capacity for interdisciplinary, collaborative approaches to address the most challenging and significant research problems;
 - (e) building Australia’s human capacity in a range of research areas by attracting, from within Australia and abroad, researchers of high international standing as well as the most promising research students;
 - (f) providing high-quality postgraduate and postdoctoral training environments for the next generation of researchers in innovative and internationally competitive research;
 - (g) offering Australian researchers access to world-class infrastructure and equipment, and to key research technologies;
 - (h) developing relationships and building new networks with major international centres and research programs that help achieve global competitiveness and recognition for Australian research; and
 - (i) establishing a Centre of Excellence of such repute in the wider community that it will serve as a point of interaction among higher education institutions, Governments, industry and the private sector generally.

DRAFT ONLY – SUBJECT TO REVISION

- 7.2. The Administering Organisation must endeavour to ensure that the Initiative:
- (a) builds on Australia's existing strengths and develops additional capacity to generate new knowledge;
 - (b) focuses research on areas of national importance;
 - (c) addresses challenging and significant problems the resolution of which will lead to international acclaim and offer benefits to potential end-users;
 - (d) uses strategic networking and linkages to build the critical mass required to make a real difference in the focal areas of its research activities;
 - (e) provides a world-class research environment that is attractive to leading researchers and which is effective in developing the careers of Australia's best young researchers and research leaders;
 - (f) creates education and outreach programs which build understanding of, and expertise in, specific research areas at regional and national level;
 - (g) makes discoveries that have the potential for development to the point of application including policy or commercial application; and
 - (h) fosters amongst the staff involved in the Initiative an awareness of sound innovation and commercialisation practice.
- 7.3. The Administering Organisation will ensure that the Initiative is carried out in accordance with this Agreement, in a diligent and competent manner. In addition, the Initiative will be conducted in accordance with the Proposal Description contained in the Application or any revised budget, aims and research plan, submitted by the Administering Organisation and approved by the ARC.
- 7.4. The Administering Organisation shall ensure that expenditure on the Initiative is in accordance with the Description of the Centre of Excellence contained in the Application and within the broad structure of the proposed Initiative Budget contained in the Application or any revised budget, aims and research plan approved by the ARC.
- 7.5. The Administering Organisation must ensure that Specified Personnel have adequate time to carry out the Initiative and must provide the basic facilities required for the Initiative described in Schedule A. Basic facilities include but are not limited to:
- (a) accommodation (e.g. laboratory and office, suitably equipped and furnished in standard ways);
 - (b) access to workshop services (eg machine tools and qualified technicians available to each member of staff, according to need, for research);
 - (c) access to film or music editing facilities where required for research;
 - (d) access to a basic library collection;
 - (e) standard reference materials or funds for abstracting services;
 - (f) provision of computers (excluding access to high-performance computers or other specialised applications) and basic computing facilities such as word processing and other standard software; and
 - (g) use of photocopiers, telephones, mail, fax, email and internet services.

DRAFT ONLY – SUBJECT TO REVISION

- 7.6. The Administering Organisation shall not use the Funds for:
- (a) Salaries of Chief Investigators (CI) or Partner Investigators (PI). The Commonwealth will not provide support, in whole or in part, to meet the salaries of Chief Investigators or Partner Investigators, other than approved ARC Centre Fellows;
 - (b) Teaching or for teaching relief unless the Funds have been specifically approved by the ARC for that purpose;
 - (c) Special Studies/Study Leave Programs. Funds are not provided for travel or related expenses for researchers when on a Special Studies Program;
 - (d) Research support for Partner Investigators. Funding will not be provided for research costs for Partner Investigators apart from short-term project support for investigators visiting from overseas;
 - (e) International students' fees and Higher Education Contribution Scheme (HECS) liability. Funds are not provided to pay the fees of international students or HECS liabilities for Australian students;
 - (f) Computer facilities for molecular analysis, unless otherwise approved by the ARC. Applicants for a Centre of Excellence involving molecular biology should be aware that a number of organisations provide access to a range of databases and a large suite of analysis programs.
 - (g) Basic facilities;
 - (h) Publication costs. Publication costs, including page costs, will not be funded under the ARC Centre of Excellence in Policing and Security initiative. To avoid doubt, this does not apply to costs associated with the publication of reports required under clause 30;
 - (i) Investigations that are more appropriately undertaken by way of consultancy, although researchers associated with the Initiative may undertake consultancies;
 - (j) Notwithstanding the fact that the ARC encourages the commercialisation of the outcomes of research it funds, the ARC does not fund directly the development of products or other commercialisation activities;
 - (k) Costs not directly related to the Initiative. Costs not directly related to the Initiative will not be funded, for example, costs of a personal nature such as childcare.
- 7.7. The Administering Organisation shall not use the Funding:
- (a) for purposes specifically excluded in the Funding Rules;
 - (b) for purposes specifically excluded in the Call for Proposals; or
 - (c) for purposes specifically excluded in this Agreement, for example clause 7.6, clause 8.1, clause 8.2 and clause 8.6 of the Agreement.

Use of the Funding: Provision of Salaries

- 8.1. The Funding must not be used to provide salary support for Chief or Partner Investigators or for the Centre Director or the Research Director or researchers who have continuing positions with the Administering Organisation or the other Collaborating Organisations.
- 8.2. The Initiative may involve researchers from Collaborating Organisations such as Commonwealth or State organisations funded primarily for research (such as the Defence

DRAFT ONLY – SUBJECT TO REVISION

Science and Technology Organisation (DSTO), the Commonwealth Scientific and Industrial Research Organisation (CSIRO), the Australian Nuclear Science and Technology Organisation (ANSTO) and State/Territory Research and Development organisations), and from overseas organisations, but these researchers themselves and their employing organisations are not eligible to receive Funds.

- 8.3. Where expenditure is incurred in undertaking the Initiative, the Administering Organisation shall ensure that expenditure is in accordance with the broad structure of the Application and the Initiative Budget contained in the Application or any revised budget, aims and research plan for the Initiative approved by the ARC.
- 8.4. Funds may be used by the Administering Organisation to employ Personnel, other than Specified Personnel or researchers referred to in clause 8.2, on a full or part time basis as required, where:
 - (a) provision for such was included in the Application; and
 - (b) subject to the terms of Schedule B.
- 8.5. In respect of Personnel, other than Specified Personnel or researchers referred to in clause 8.2, unless the Minister otherwise determines:
 - (a) in recruiting Personnel, the Administering Organisation shall follow its normal recruitment procedures;
 - (b) the provision of salaries, recreation leave, sick leave and other conditions of employment shall be the responsibility of the Administering Organisation; and
 - (c) the on-costs provisions described in the approved Application and beyond the ARC contribution of 26% (eg. extended periods of leave or severance pay) remain the responsibility of the Administering Organisation and shall not be provided from the Initiative Funding. See also clause 17 – Negation of Employment by the Commonwealth.
- 8.6. Funding may only be used for relief of Specified Personnel from teaching or other duties for a maximum of six months per annum if it is specified as a Special Condition for the Initiative in Schedule A, and may not be used for any other purpose.
- 8.7. The Administering Organisation must ensure that any Personnel who are employed full-time on the Initiative and whose salary is provided from the Funding shall not, without the prior agreement of the Minister, accept any remuneration whatsoever from any source other than the Administering Organisation in respect of work performed on the Initiative.

Over-Expenditure by the Administering Organisation

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

Collaborating Organisation Agreements

- 10.1. The Administering Organisation must reach agreement with each Collaborating

DRAFT ONLY – SUBJECT TO REVISION

Organisation and enter into a written partner agreement with each such organisation before the final date for commencement of the Initiative as determined in accordance with clauses 12 and 13.

- 10.2. An agreement entered into with a Collaborating Organisation must include provisions that:
- (a) outline the role and contribution of each the Collaborating Organisation;
 - (b) contributions by each organisation as set out in the Application or as otherwise varied with the approval of the ARC and any additional certification provided by the Administering Organisation;
 - (c) describe the Intellectual Property arrangements that apply to the outcome or results generated by the Initiative. Such arrangements must comply with the National Principles of Intellectual Property Management for Publicly Funded Research, unless otherwise approved by the ARC;
 - (d) provision for exit and entry of all organisations in the Initiative;
 - (e) are not inconsistent with any details contained in the Application, except as provided for in clause 10.7; and
 - (f) do not impede or prevent the Administering Organisation from complying with any of its obligations under this Agreement;
 - (g) grant to the ARC of the same rights of access to premises and records at the Collaborating Organisation, as are conferred by clauses 29.1 and 29.2 of this Agreement in respect of the Administering Organisation;
 - (h) fair access to resources for all eligible Personnel;
 - (i) an undertaking by all Collaborating Organisations to abide by this Funding Agreement.
- 10.3. If the Administering Organisation fails to comply with clauses 10.1 and 10.2, the ARC may withhold payment of funding until it has been provided with copies of the agreement or agreements with Collaborating Organisations.
- 10.4. The Administering Organisation must retain the written partner agreement(s) for the lifetime of the Initiative, and forward a copy to the ARC upon request.
- 10.5. A written partner agreement entered into under this clause 10 must continue to satisfy the requirements of this clause 10 at all times during the Funding Period for the Initiative.
- 10.6. The Administering Organisation must ensure that the total Collaborating Organisation Contributions for the Initiative satisfy the requirements of this Agreement.
- 10.7. The Administering Organisation must ensure that each Collaborating Organisation provides contributions as set out in the Application. However, where the Funding for the Initiative is less than the amount requested in the Application, a Collaborating Organisation Contribution may be reduced by the same proportion.
- 10.8. The Administering Organisation must ensure the Commonwealth and each Collaborating Organisation is provided with timely notice of progress made on the Initiative.
- 10.9. If a written agreement between a Collaborating Organisation and the Administering Organisation is revised in accordance with this Agreement to change the level of

DRAFT ONLY – SUBJECT TO REVISION

Collaborating Organisation Contribution, the Administering Organisation must provide seek the approval of the ARC to vary the contribution using the 'Partner Organisation/Collaborating Organisation Agreed Contribution Report', in the form available on the ARC's Website.

- 10.10. The Administering Organisation must notify the ARC within a reasonable time, and in any event, no later than three months, of any amendments to the agreement(s) as a result of changes in Specified Personnel or Collaborating Organisations or substantial changes in contributions by the Administering Organisation or Collaborating Organisations.

Default of Collaborating Organisation

- 11.1. If the Administering Organisation receives notice that a Collaborating Organisation wishes to reduce or withdraw its support for the Initiative, or reasonably believes that a Collaborating Organisation is in default of any of its obligations under a written partner agreement entered into between that Collaborating Organisation and the Administering Organisation under clause 10, the Administering Organisation must immediately notify the ARC, in writing, and may attempt to find a replacement Collaborating Organisation for the Initiative, or modify remaining Collaborating Organisation arrangements. The Administering Organisation must include in the written notification:
- (a) the name of the Collaborating Organisation(s) withdrawing or in default;
 - (b) the name of the proposed new or replacement Collaborating Organisation(s), if any;
 - (c) an application under clause 15 to remove add or replace any changing Specified Personnel, consequent to withdrawal and/or replacement of the Collaborating Organisation;
 - (d) justification as to the suitability of the new or replacement Collaborating Organisations to contribute to the Centre;
 - (e) a request for the Minister to approve the removal of the withdrawing or defaulting Collaborating Organisation and to include the new or replacement Collaborating Organisation in a revised Funding Agreement
- 11.2. If the ARC does not approve the request made in section 11.1(d), the ARC may terminate the agreement in accordance with clause 35
- 11.3. The Administering Organisation and each new or replacement Collaborating Organisation must enter into a written partner agreement consistent with clause 10 to reflect the revised Collaborating Organisation Contribution arrangements.
- 11.4. If the a new or replacement Collaborating Organisation becomes involved in the Initiative or modified Collaborating Organisation arrangements are entered into, the Administering Organisation must within three months of the date of the change provide the ARC with a revised 'Partner Organisation/Collaborating Organisation Agreed Contribution Report' reflecting the new arrangements. The proforma for this report is available on the ARC's Website.

Commencement of Initiative: Final Date for Commencement

- 12.1. Subject to clause 13 the Initiative must commence in the Financial Year 2006-07.

Deferment of Commencement of Initiative

- 13.1. If the Administering Organisation wishes to defer commencement of the Initiative, a written request seeking permission to commence between 1 July and 30 September 2007, justifying the requested deferral in terms of special circumstances, must be made to the Scheme Coordinator, through the Administering Organisation's Research Office prior to 30 June 2007.
- 13.2. The Administering Organisation must not defer commencement of the Initiative unless the Administering Organisation has received written permission from the ARC, based on a decision made by the Minister.

Specified Personnel

- 14.1. The Administering Organisation shall ensure that the Specified Personnel will conduct the Initiative in a diligent and competent manner and will comply with this Agreement.
- 14.2. The Administering Organisation shall provide the Collaborating Organisations and Specified Personnel with a copy of this Agreement within a reasonable time after the commencement of the Funding.

Change of Specified Personnel

- 15.1. If a Director, Chief Investigator or Partner Investigator is at any time during the term of an Initiative Project no longer able to continue the Initiative, the Initiative may be continued under another Director, Chief Investigator or Partner Investigator provided that
 - (a) he/she meets the eligibility criteria, as specified in Schedule B;
 - (b) approval is sought from the Scheme Coordinator for the change in Specified Personnel in writing (including the proposed Specified Personnel's Curriculum Vitae)
 - (c) the change is approved, in writing, by the Minister.
- 15.2. Where Specified Personnel have ceased working on the project approval must be sought within three months of the date they ceased working to remove them as a Chief Investigator or Partner Investigator.
- 15.3. Notwithstanding clause 15.1, if the Centre Director or Research Director is unable to perform duties through death, incapacity, resignation, withdrawal, or by being granted leave of absence in excess of two months, the Administering Organisation must advise the Scheme Coordinator, in writing, within five days of the Administering Organisation becoming aware of the circumstances.
- 15.4. If the Scheme Coordinator receives notice of such an event occurring, the Scheme Coordinator may undertake a review of the Initiative and its activities to examine the research planning and management arrangements for the Initiative. The Administering Organisation shall provide any reasonable assistance requested by the ARC to undertake the review.

DRAFT ONLY – SUBJECT TO REVISION

- 15.5. If the Director changes organisations and the Minister’s approval is not given for arrangements for the continuation of the Initiative and the continued administration of the Funding, the Initiative may be terminated.
- 15.6. Failure to fulfil the requirements set out in clause 15.1, 15.2, 15.3 and/or clause 15.5 may result in immediate termination of the Initiative.

Transfer of Initiative

- 16.1. Under Section 54 of the Act, Ministerial approval for transfers of Initiatives is required.
- 16.2. Where approval of a transfer of the Initiative is requested the ARC may undertake a review of the Centre.
- 16.3. The Administering Organisation must notify the ARC of any Specified Personnel on the Initiative who change organisations.
- 16.4. If the Specified Personnel that change organisation is the Centre Director or the Research Director, the Administering Organisation must provide, for the Minister’s approval, a written proposal outlining arrangements for the continuation of the Initiative, including, but not limited to, arrangements for the management of the Centre and the continued administration of the Funding.
- 16.5. Where approval of a change to the Centre Director or Research Director is requested the ARC may undertake a review of the Centre.
- 16.6. If the proposed arrangements include a transfer of the Funding from one Administering Organisation (‘the relinquishing Administering Organisation’) to another Eligible Organisation (‘the recipient Eligible Organisation’), the Minister shall have regard to the circumstances surrounding the proposed transfer and may approve the transfer subject to such conditions as the Minister considers appropriate. The written request must include evidence that:
- (a) the following parties agree to the transfer:
 - (i) the Administering Organisation;
 - (ii) the recipient Eligible Organisation; and
 - (iii) the Collaborating Organisation(s).
 - (b) the recipient Eligible Organisation and the Collaborating Organisation(s) must enter into written agreement(s) of the type set out in clause 10.1.
- 16.7. When the ARC receives a proposal requesting the transfer of Funding it will seek the Minister’s approval for the transfer of unspent Funds and indicative Funding for the Initiative and any Assets (as outlined in clause 21.3) to the recipient Eligible Organisation.
- 16.8. If Ministerial approval is granted to transfer the Funding (and any assets):
- (a) the Administering Organisation must:
 - (i) agree to any variation or termination (as applicable) of this Agreement proposed by the ARC to give effect to the changed Funding arrangements;

DRAFT ONLY – SUBJECT TO REVISION

- (ii) provide to the ARC, in writing, the amount of all unspent Funds for the Initiative and pay the ARC such unspent Funds. The ARC will then provide the unspent Funds to the recipient Eligible Organisation;
 - (iii) report expenditure of Funding for the Initiative prior to the transfer in its End of Year Report and identify the transfer in the 'Notes' column; and
 - (iv) comply with any other directions reasonably given by the ARC to give effect to the transfer; and
- (b) the recipient Eligible Organisation will be required to:
- (i) enter into a new, or vary an existing, funding agreement it has with the ARC to give effect to the changed funding arrangements; and
 - (ii) report expenditure of Funding for the Initiative subsequent to the transfer in its End of Year Report and identify the transfer in the 'Notes' column.

16.9. Relocation expenses will not be paid on the transfer of any Specified Personnel from the Administering Organisation to the recipient Eligible Organisation.

16.10. The Initiative or any equipment purchased with either the Funding or the Collaborating Organisation contributions must not be transferred to the recipient Eligible Organisation until Ministerial approval for the transfer of the Funding is granted.

Negation of Employment by the Commonwealth

- 17.1. Personnel and/or the Administering or Collaborating Organisations shall not represent themselves as being employees, partners, or agents of the Commonwealth, or as otherwise able to bind or represent the Commonwealth.
- 17.2. Personnel and/or the Administering Organisations and/or Collaborating Organisations shall not by virtue of this Agreement be or for any purpose be deemed to be employees, partners or agents of the Commonwealth, or as having any power or authority to bind or represent the Commonwealth.

Conduct of Research

- 18.1. The Initiative (including any Fellowships conducted under the Initiative) shall be conducted in accordance with any Special Conditions specified in this Agreement and with any other requirements or conditions imposed by the Minister in connection with any Funding covered by this Agreement.
- 18.2. The Administering Organisation shall ensure that the Initiative under this Agreement will not be permitted to proceed without appropriate ethical clearances having been obtained from the relevant committees and/or authorities referred to in Schedule C or prescribed by the Administering Organisation's research rules. Responsibility for ensuring such clearances have been obtained remains with the Administering Organisation.

Material Produced Under This Agreement

19.1. The Administering Organisation shall establish and comply with its own procedures and

DRAFT ONLY – SUBJECT TO REVISION

arrangements for the ownership of all Material produced as a result of the Initiative under this Agreement.

- 19.2. For any Material produced under this Agreement and subject to any agreement to the contrary with a Collaborating Organisation which can be justified to the satisfaction of the ARC on the grounds of commercial sensitivity (including Intellectual Property considerations), the Administering Organisation shall ensure that all Personnel:
- (a) take reasonable care of, and safely store any data or specimens or samples collected during, or resulting from, the conduct of the Initiative;
 - (b) make arrangements acceptable to the ARC for lodgement with an appropriate museum or archive in Australia of data, specimens or samples collected during, or resulting from, the Initiative; and
 - (c) include details of the lodgement or reasons for non-lodgement in the Final Report for the Initiative.

ARC Assessments

- 20.1. The Administering Organisation must ensure that, for the term of this Agreement, if requested by the ARC, Chief Investigators and Fellows agree to assess up to twenty new proposals for ARC funding per annum for each year of Funding.
- 20.2. If the ARC determines that a Chief Investigator and/or Fellow has failed to meet the obligation to assess proposals assigned by the ARC for assessment, the ARC will notify the Administering Organisation in writing of that failure.
- 20.3. If a Chief Investigator and/or Fellow does not undertake assessment of the assigned proposals within a period specified by the ARC of the notice referred to in clause 20.2 above, the Administering Organisation will be considered to be in breach of this Agreement and Funding for the Initiative and/or Fellow may be terminated.

Assets

- 21.1. The Administering Organisation shall establish and comply with its own procedures and arrangements for purchasing, installing, recording, maintaining and insuring all items of equipment purchased with the Funds.
- 21.2. The Administering Organisation shall ensure that any Personnel shall have first priority in the use and operation of equipment purchased for the Initiative and the Administering Organisation shall so far as is practicable permit persons authorised by the Minister to have priority access to that equipment in preference to other persons.
- 21.3. The ownership of any Asset purchased wholly or partly with the Funding shall be vested in the Administering Organisation, located on its campus and listed in its assets register unless:
- (a) otherwise specified in the Proposal;
 - (b) the Initiative 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 Initiative is transferred to another organisation in accordance with clause 16, in which case, subject to the agreement of both the Administering Organisation and the recipient Eligible Organisation under that clause, the equipment purchased with funds provided under this Agreement for the Initiative may be transferred in accordance with clause 16.10.

Intellectual Property

- 22.1. The Administering Organisation must adhere to an Intellectual Property policy, approved by the Administering Organisation’s governing body, which has as one of its aims the maximisation of benefits arising from research. The Commonwealth makes no claim on the ownership of Intellectual Property brought into being as a result of the Initiative for which Funding is provided.
- 22.2. Unless otherwise approved by the ARC, the Administering Organisation’s Intellectual Property policy referred to in clause 22.1 must comply with the National Principles of Intellectual Property Management for Publicly Funded Research amended from time to time and currently available on the ARC’s Website.
- 22.3. Administering Organisation shall at all times indemnify the Commonwealth, its officers, employees and agents (in this clause referred to as ‘those indemnified’) from and against any loss (including legal costs and expenses on a solicitor/own client basis) or liability incurred or suffered by any of those indemnified arising from any claim, suit, demand, action or proceeding by any person in respect of any infringement (or alleged infringement) of Intellectual Property rights by the Administering Organisation, its employees, agents or subcontractors in the course of, or incidental to, performing the Initiative or the use by the Commonwealth of reports provided by the Administering Organisation under this Agreement.
- 22.4. The indemnity referred to in clause 22.3 shall survive the expiration or termination of this Agreement.

Protection of Personal Information

- 23.1. The Administering Organisation agrees with respect to all activities related to or in connection with the performance of the Initiative or in connection with this Agreement:
 - (a) to comply with the Information Privacy Principles set out in Section 14 of the Privacy Act 1988 which concern the collection, security, access, data quality, relevance, use and disclosure of personal information to the extent that the content of those principles apply to the types of activities the Administering Organisation is undertaking under this Agreement, as if it were a record-keeper as defined in the Privacy Act 1988;
 - (b) not to transfer personal information held in connection with this Agreement outside Australia, or to allow parties outside Australia to have access to it, without the prior approval of the Commonwealth;
 - (c) to co-operate with any reasonable demands or inquiries made by the Federal Privacy Commissioner or the CEO in relation to the management of personal information by the Administering Organisation or breaches or alleged breaches of privacy;

DRAFT ONLY – SUBJECT TO REVISION

- (d) to ensure that any person who has an access level which would enable that person to obtain access to any personal information (as defined in the Privacy Act 1988) is made aware of, and undertakes in writing, to observe the Information Privacy Principles referred to in paragraph (a) above;
- (e) to comply with any policy guidelines laid down by the Commonwealth or issued by the Federal Privacy Commissioner from time to time relating to the handling of personal information;
- (f) to comply with any reasonable direction of the CEO to observe any recommendation of the Federal Privacy Commissioner relating to any acts or practices of the Administering Organisation that the Federal Privacy Commissioner considers to be a breach of the obligations in paragraph (a) above;
- (g) to comply with any reasonable direction of the CEO to provide the Federal Privacy Commissioner access for the purpose of monitoring the Administering Organisation's compliance with this clause;
- (h) to indemnify the Commonwealth in respect of any loss, liability or expense suffered or incurred by the Commonwealth arising out of or in connection with a breach of the obligations of the Administering Organisation under this clause or any misuse of personal information by the Administering Organisation or any disclosure by the Administering Organisation in breach of an obligation of confidence whether arising under the Privacy Act 1988 or otherwise; otherwise;
- (i) to ensure that any record (as defined in the Privacy Act 1988) containing personal information provided to the Administering Organisation by the Commonwealth or any other person pursuant to this Agreement is, at the expiration or earlier termination of this Agreement, either returned to the ARC or deleted or destroyed in the presence of a person duly authorised by the ARC to oversee such deletion or destruction; and
- (j) to the naming or other identification of the Administering Organisation in reports by the Federal Privacy Commissioner.

23.2. The Administering Organisation shall immediately notify the ARC if the Administering Organisation becomes aware of a breach of its obligations under clause 23.1.

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

Confidentiality

24.1. Subject to clause 24.3, the ARC agrees not to disclose any confidential information of the Administering Organisation, without the Administering Organisation's consent.

24.2. For the purposes of clause 24.1, the Administering Organisation's confidential information means information that:

- (a) is described in Schedule F; or
- (b) the Administering Organisation identifies, by notice in writing to the Commonwealth after the date of this Agreement, as confidential information for the purposes of this Agreement.

24.3. The ARC will not be taken to have breached its obligations under clause 24.1 to the extent that the ARC discloses confidential information:

DRAFT ONLY – SUBJECT TO REVISION

- (a) to its officers, employees, agents, external professional advisers or contractors solely to comply with obligations, or to exercise rights, under this Agreement;
- (b) to its internal management personnel solely to enable effective management or auditing of this Agreement or the National Competitive Grants Program or the Scheme;
- (c) for a purpose directly related to the enforcement or investigation of a possible breach of any Commonwealth, State, Territory or local law;
- (d) to the Minister, or in response to a demand by a House or a Committee of the Commonwealth Parliament;
- (e) within the ARC, the Department or another government agency or authority, where this serves the ARC's, the Department's or the Commonwealth's legitimate interests;
- (f) as required or permitted by any other law, or an express provision of this Agreement, to be disclosed; or
- (g) that is in the public domain other than due to a breach of this clause 24.

Compliance with Commonwealth Policies

- 25.1. The Administering Organisation shall, when using the Commonwealth's premises or facilities, comply with all reasonable directions and ARC procedures relating to occupational health (including the Commonwealth's smoke free work place policy), safety and security in effect at those premises or in regard to those facilities, as notified by the Commonwealth or as might reasonably be inferred from the use to which the premises or facilities are being put.
- 25.2. The Administering Organisation shall comply with its obligations, if any, under the *Equal Opportunity for Women in the Workplace Act 1999* and shall not enter into a subcontract with a subcontractor named by the Equal Opportunity for Women in the Workplace Agency as an employer currently not complying with the *Equal Opportunity for Women in the Workplace Act 1999*.
- 25.3. The Administering Organisation shall, in its dealings with its employees, have due regard to Commonwealth policies on employment, including the *Workplace Relations Act 1996*, and obligations under relevant occupational health and safety laws.

Acknowledgments, Publications and Publicity

- 26.1. The Administering Organisation must determine whether to communicate the results of research projects to the research community and the general public. In making a determination under this subclause, the Administering Organisation must act in accordance with the principle that it is desirable that the results be communicated to the research community and the general public unless there are specific reasons that make this inappropriate, having regard to the confidentiality of the Centre's Intellectual Property or the Intellectual Property of any third party.
- 26.2. When, at any time during or after completion of an activity or activities under the Initiative, the Administering Organisation publishes scholarly books or articles, or promotional material, books, articles, television or radio programs, newsletters or other literary or artistic works which relate to the Initiative, the Administering Organisation shall

DRAFT ONLY – SUBJECT TO REVISION

acknowledge, at a prominent place in the publication, the support of the ARC in a form acceptable to the ARC. Advice of acceptable forms of acknowledgement and use of the logo is provided on the ARC's Website.

- 26.3. Equipment and facilities funded under this Initiative must have clear signage, indicating the support of the ARC. The signage may contain the name of the Centre of Excellence shown in Schedule A.
- 26.4. The Centre shall establish a website to communicate with the research community and the community at large about the Centre of Excellence. The website will acknowledge on its homepage the support of the ARC for the Initiative. Appropriate forms of acknowledgment may be found on the ARC's Website.

Administration of the Funding

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

Audit and Monitoring

- 28.1. The Administering Organisation is responsible for monitoring the expenditure of Funding and certifying to the ARC that the Funding has been expended in accordance with this Agreement in the End of Year Report. If at any time, in the opinion of the Responsible Officer, the Funding is not being expended in accordance with this Agreement, the Administering Organisation shall take all action necessary to minimise further expenditure in relation to the Initiative and inform the ARC immediately.
- 28.2. The ARC may conduct ad hoc on-site reviews in relation to financial and other reports to ensure that the terms of this Agreement are being, or were met and that reports submitted to the ARC are an accurate statement of compliance by the Administering Organisation. Persons nominated by the ARC to conduct these reviews are to be given full access by the Administering Organisation, if required, to all accounts, records, documents and premises in relation to the Funding and the administration of the Funds in general.

Access to Premises & Records

- 29.1. The Administering Organisation shall, at all reasonable times, give to the CEO of the ARC or any person authorised in writing by the CEO:
- (a) unhindered access to:
 - (i) the Administering Organisation's employees;
 - (ii) premises occupied by the Administering Organisation; and
 - (iii) Material;
 - (b) reasonable assistance to:
 - (i) inspect the performance of the Initiative;
 - (ii) locate and inspect Material relevant to the Initiative or the Administering Organisation's compliance with this Agreement; and

DRAFT ONLY – SUBJECT TO REVISION

- (iii) make copies of such Material and remove those copies and use them for any purpose connected with this Agreement or the Scheme.

29.2. The access rights in clause 29.1 are subject to:

- (a) any agreement to the contrary with a Collaborating Organisation which can be justified to the satisfaction of the ARC on the grounds of commercial sensitivity (including Intellectual Property considerations);
- (b) the provision of reasonable prior notice by the ARC; and
- (c) the Administering Organisation's reasonable security procedures.

29.3. If a matter is being investigated which, in the opinion of the CEO, or any person authorised in writing by the CEO, may involve an actual or apprehended breach of the law, clause 29.2 will not apply.

29.4. Upon receipt of reasonable written notice from the CEO of the ARC, the Administering Organisation shall provide any information required by the Commonwealth for monitoring and evaluation purposes.

29.5. Nothing in clauses 29.1 to 29.4 inclusive affects the obligation of each party to continue to perform its obligations under this Agreement unless otherwise agreed between them.

29.6. The Auditor-General, or a delegate of the Auditor-General for the purpose of performing the Auditor-General's statutory functions, at reasonable times and on giving reasonable notice to the Administering Organisation, may:

- (a) require the Administering Organisation to provide records and information which are directly related to this Agreement;
- (i) have access to the premises of the Administering Organisation for the purposes of inspecting and copying documentation and records, however stored, in the custody or under the control of the Administering Organisation which are directly related to this Agreement; and
- (j) where relevant, inspect any Commonwealth Assets and Commonwealth Material held on the premises of the Administering Organisation.

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

Reporting Requirements

30.1. The Administering Organisation must submit the following reports and statements, in accordance with this Agreement and the Act, in the same format as that required by the ARC for ARC Centres of Excellence, if specified.

30.2. Annual Report

The Administering Organisation shall submit, by 31 March in the year following each calendar year in which any Funding is received, an Annual Report. Upon receiving notification from the ARC of the approval of the Annual Report, and subject to any reasonable confidentiality requirements, the Administering Organisation must display the report on the Centre's website. The Annual Report must include details regarding the

DRAFT ONLY – SUBJECT TO REVISION

following matters:

- (a) the extent to which the objectives as stated in clause 7.1 and the Application have been met;
- (b) the achievements in research and other outputs achieved resulting from the use of the Funds, including any advances in knowledge, relevant publications or international collaboration;
- (c) the performance of the Initiative against the performance measures in the key result areas listed in Schedule E;
- (d) a detailed activity plan for the next twelve months;
- (e) all expenditure for the calendar year under the Approved Proposal on the Initiative, including any specific Assets or Intellectual Property;
- (f) funding and/or other resources provided by the Administering Organisation, Collaborating Organisations and any other organisations or other parties towards meeting the aims of the Initiative; and
- (g) any other matters which from time to time the ARC may specify for inclusion in ARC Centres of Excellence Annual Reports or for Annual Reports under this Initiative (as specified on the ARC's Website or by any other means).

30.3. The reporting requirements referred to in clause 30.2 shall survive the expiration or termination of this agreement.

30.4. The ARC may review the outcomes reported in the Annual Report against the objectives of the Initiative as stated in the Proposal, or any revised budget, aims and research plan approved by the ARC. In the event that the outcomes reported are found to be inadequate or unsatisfactory the Director for which an Annual Report was deemed inadequate or unsatisfactory may be contacted for further information and/or a revision to the Annual Report required.

30.5. Following any action by the ARC under clause 30.4 if the ARC is not satisfied with the progress of the Initiative, the ARC may at its absolute discretion undertake an evaluation of the Centre in accordance with clause B.7 of Schedule B and/or cease further payment of Funds until, in the opinion of the ARC, satisfactory progress has been made on the Initiative. If satisfactory progress is still not achieved within a reasonable period of time, the Funding may be terminated and all outstanding monies will be recovered by the ARC.

30.6. Unsatisfactory progress on the Initiative may be noted against any further proposals under any ARC scheme submitted by, or on behalf of the Chief Investigator(s), Research Director or Centre Director and will be taken into account in the assessment of those proposals.

30.7. End of Year Report – Carry forward Request

- (a) The Administering Organisation shall submit an End of Year Report by 31 March in the year following each calendar year for which the Funding was awarded. The ARC will provide the Administering Organisation with a proforma for this report.
- (c) The End of Year Report will contain information on all expenditure under the Approved Proposal, on the Initiative, including:

DRAFT ONLY – SUBJECT TO REVISION

- i. any unspent funds to be recovered by the Commonwealth;
 - ii. any unspent funds that the Administering Organisation is seeking to have carried over into the next year; and
 - iii. the reasons why the unspent funds are required to be carried over.
- (d) Under paragraph 58(1)(e) of the Act, Funds provided by the Commonwealth to the Administering Organisation which are not spent during the year of the Funding Period to which those funds were allocated may be carried over where approved by the Minister. The Administering Organisation must request this approval in the End of Year Report.
- (e) Where a carry over is requested which is more than \$300,000 or 75% of the Funds allocated in the calendar year, whichever is the smaller amount, separate written justification, detailing the reasons for the large carryover amount, must be provided.
- (f) Funds may be carried over for more than 12 months only in exceptional circumstances. Separate written justification must be provided in this instance.

30.8. Final Report

- (a) Unless otherwise approved by the ARC, the Administering Organisation shall ensure that a Final Report is provided for the Initiative within 6 months of the final payment of Funds for the Initiative. The proforma used for this report must be the same as that for ARC Centres of Excellence and will be made available on the ARC's Website. The ARC will review the outcomes against the objective(s) of the Initiative as stated in this Agreement, in the Application or any approved revised budget, aims and research plan.
- (b) If a Final Report is deemed inadequate, the Centre Director will be contacted for further information. If the ARC is not satisfied with the outcomes of the Initiative, this will be noted against any further proposals under any ARC scheme submitted by, or on behalf of, the Centre Director and may be taken into account in the assessment of those proposals.
- (c) If the Final Report is not submitted on time this will be noted against any further proposals under any ARC Scheme submitted by, or on behalf of, the Centre Director and may be taken into account in the assessment of those proposals.
- (d) Proposals under any ARC Scheme submitted by, or on behalf of, the Centre Director on the Initiative for which the Final Report is outstanding may be deemed ineligible for approval or funding.

30.9. Audited Financial Statement

- (a) In accordance with Section 58 of the Act, the Administering Organisation shall submit an Audited Financial Statement by 30 June for each year following the calendar year for which the Funding was awarded. The Statement must be prepared in the format specified in Schedule D.
- (b) In completing the Audited Financial Statement, the Administering Organisation must ensure that the amount shown in that statement as 'approved carry forward funds' is the same as the amount (if any) that the Administering Organisation sought and

DRAFT ONLY – SUBJECT TO REVISION

approval was given to carry over in the End of Year Report.

Copyright in Proposals and Reports

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

Recovery of Unspent Funds or Overpayments of Funds

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

Indemnity

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

Insurance

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

taking all other action required as an employer.

Termination

Termination of Funding for the Initiative

- 35.1. The ARC may immediately terminate Funding for the Initiative by notice in writing to the Administering Organisation if:
- (a) the Administering Organisation fails to comply with any additional Ministerial requirement or condition notified by the ARC under clause 3.2;
 - (b) the ARC reasonably believes that it has received inaccurate, incomplete or misleading information in relation to the Initiative, including in the Proposal or in any report provided under this Agreement;
 - (c) the ARC reasonably believes that any one or more of the funding conditions specified in clause 5.2 has (or have) not been satisfied in relation to the Initiative;
 - (d) the ARC reasonably believes that any the funding condition specified in clause 20.1 has not been satisfied; or
 - (e) the ARC receives notice that work on the Initiative will cease, or has ceased.
- 35.2. The ARC may immediately terminate the Agreement by notice in writing to the Administering Organisation if:
- (a) in the opinion of the Responsible Officer, progress on the Initiative is not satisfactory;
 - (b) the ARC reasonably believes there is fraud, misleading or deceptive conduct on the part of the Administering Organisation, any Specified Personnel, Personnel or a Collaborating Organisation in connection with the Initiative;
 - (c) the Administering Organisation fails to comply with any additional Ministerial requirement or condition notified by the ARC under clause 3.2;
 - (d) the Administering Organisation commits any breach of this Agreement that the ARC considers is capable of remedy, and has failed to rectify that breach within 30 days of receiving an earlier notice from the ARC requiring the breach to be remedied; or
 - (e) the Administering Organisation commits any material breach of this Agreement which the ARC considers is not capable of remedy.
- 35.3. If the ARC terminates Funding for the Initiative under clause 35.1 or 35.2:
- (a) the Administering Organisation must immediately take all available and reasonable steps to stop any further expenditure of Funding on the Initiative;
 - (b) the Administering Organisation must provide the reports required by this Agreement (or as otherwise notified by the ARC), within the timeframes specified in this Agreement (or as otherwise notified by the ARC); and
 - (c) the ARC may recover from the Administering Organisation all or any Funding for the Initiative by doing any or all of the following:
 - i. not pay the Administering Organisation any further Funds for the Initiative;
 - ii. by notice in writing to the Administering Organisation, recover all or some of the Funds paid under this Agreement for the Initiative, including all unspent funds, as

DRAFT ONLY – SUBJECT TO REVISION

at day of notification, and any funds not spent in accordance with this Agreement;
or

iii. vary the amount of Funding approved for the Initiative.

35.4. Any amount notified to the Administering Organisation as payable under clause 35.3(c) is a debt due to the ARC (without further proof of the debt being necessary), payable within 30 days of the date of the notice.

Compliance with Law

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

36.2. The Administering Organisation acknowledges that:

- (a) Chapter 7 of the Criminal Code provides for offences which attract substantial penalties, including theft of Commonwealth property and other property offences, obtaining property or financial advantage by deception, offences involving fraudulent conduct, bribery, forgery and falsification of documents;
- (b) it is aware that giving false or misleading information is a serious offence under the Criminal Code;
- (c) the publication or communication of any fact or document by a person which has come to their knowledge or into their possession or custody by virtue of the performance of this Agreement (other than a person to whom the Administering Organisation is authorised to publish or disclose that fact or document) may be an offence under Section 70 of the Crimes Act 1914, punishment for which may be a maximum of two years imprisonment;
- (d) in respect of data, including personal information, held in connection with this Agreement, any unauthorised and intentional access, destruction, alteration, addition or impediment to access or usefulness of the data stored in any computer in the course of performing this Agreement is an offence under Part VIA of the Crimes Act 1914 which may attract a substantial penalty, including imprisonment;
- (e) it is aware of the provisions of Section 79 of the Crimes Act 1914 relating to official secrets.

36.3. The Administering Organisation undertakes with respect to any officer, employee, agent or subcontractor who will have access to documents, materials or information within the meaning of Section 79 of the Crimes Act 1914 that prior to having access the officer, employee, agent and subcontractor will first be required by the Administering Organisation to provide the Administering Organisation with an acknowledgment that the officer, employee, agent or subcontractor is aware of the provisions of the section.

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

Liaison

37.1. All communications from the Administering Organisation to the ARC, or the Minister,

DRAFT ONLY – SUBJECT TO REVISION

relating to the Funding shall be made through the Responsible Officer of the Administering Organisation and shall be directed to the Scheme Coordinator at the following address:

Scheme Coordinator (Centres Schemes)	Tel:	02 6287 6600
Australian Research Council	Fax:	02 6287 6601
Postal address		
PO Box 2702		
CANBERRA ACT 2601	Email:	ncgp@arc.gov.au
Courier address		
Level 1, 8 Brindabella Circuit		
CANBERRA AIRPORT ACT 2609		

Or such other address as notified from time to time.

Applicable Law

- 38.1. This Agreement is governed by and is to be construed in accordance with the law in force in the Australian Capital Territory.
- 38.2. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of the Australian Capital Territory and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

Form of the Centre

- 39.1. Unless otherwise approved by the ARC, the Centre's administrative operations will be established within the academic, administrative and financial governance structures of the Administering Organisation. Prior approval must be obtained from the ARC by the Administering Organisation to the establishment of a separate legal entity if this is deemed appropriate to the fulfilment of the Initiative.
- 39.2. The Initiative may be located at a single site, or may comprise networked nodes, or operate as a "Virtual Centre", or adopt any other approach to research management, provided that:
 - (a) it endeavours to ensure that the matters referred to in clause 7.1 are achieved;
 - (b) it endeavours to ensure that the matters referred to in clause 7.2 are achieved; and
 - (c) does not impede or prevent the Administering Organisation from complying with any of its obligations under this agreement.
- 39.3. The Administering Organisation will establish governance arrangements for the Initiative which ensure fair access to resources for all Personnel, make provision for entry and exit of Collaborating Organisations, and provide sound management of background and developed Intellectual Property.

ARC Centre Fellowships

- 40.1. The Parties acknowledge that postdoctoral researchers employed in the Initiative using ARC Funding will be critical to achieving the intended research outcomes. Outstanding postdoctoral researchers involved in the Initiative will be eligible to apply for ARC Centre

DRAFT ONLY – SUBJECT TO REVISION

Fellowships. The ARC will provide the Centre Director with instructions for nominating ARC Centre Fellows on its website.

- 40.2. Any application for an ARC Centre Fellowship must be submitted to the ARC:
- (a) only after the Centre and the Initiative have commenced operation;
 - (b) for postdoctoral employees who only undertake research; and
 - (c) through and with the endorsement of the Centre Director.
- 40.3. The ARC will assess nominations for ARC Centre Fellowships via a process using similar criteria and standards to those which apply in the ARC's existing Fellowship programs. The procedure for submitting nominations for ARC Centre Fellowships is provided.
- 40.4. ARC Centre Fellows cannot be appointed until the ARC has approved the nomination in writing.
- 40.5. Salaries for ARC Centre Fellows must:
- (a) be paid from the Funding provided to the Administering Organisation by the ARC for Initiative; and
 - (b) be equal to or greater than the minimum Fellowship salary levels listed in Appendix 3 of the "Discovery Projects Funding Rules for Funding Commencing in 2007" (available on the ARC's Website).
- 40.6. Holders of Fellowships under other ARC funding schemes may not concurrently hold ARC Centre Fellowships. This does not, however, preclude them from being involved in the Initiative while they continue to hold a Fellowship under any other ARC funding scheme.

ARC Centre Awards

- 41.1. The Parties acknowledge that postgraduate training in areas of national importance will be a critical aspect of the Initiative. Outstanding Centre postgraduate students will be eligible to apply for ARC Centre Postgraduate Awards.
- 41.2. Any application for an ARC Centre Postgraduate Award must be submitted to the Centre Director:
- (a) only after the Centre and Initiative have commenced operation; and
 - (b) through and with the endorsement of the postgraduate's supervisor.
- 41.3. The Centre Director may approve the award of ARC Centre Postgraduate Awards for Centre postgraduate students. If approval is given to the award of ARC Centre Postgraduate Awards the Centre Director must inform the ARC of the name, project title and supervisor of the recipients of ARC Centre Postgraduate Awards.
- 41.4. Stipends for ARC Centre Postgraduate Award recipients must:
- (a) be paid from the Funding provided to the Administering Organisation by the ARC for the Initiative; and
 - (b) be equal to or greater than the level of Australian Postgraduate Award stipend applicable under other ARC funding schemes.

- 41.5. ARC Centre Postgraduate Awards cannot be held concurrently by holders of any other Australian Postgraduate Award.

Federation Fellows Associated With the Centre of Excellence

- 42.1. The Parties acknowledge that Federation Fellows with expertise in the Initiative's research area will play a key role in establishing the Australian research agenda in this area and may be in a position to support and promote the work of Initiative, mentor staff and students and help build international links.
- 42.2. Salaries for Federation Fellows associated with the Initiative cannot be paid from the Funding provided to the Administering Organisation by the ARC for the Initiative. Even when they are associated with the Initiative, Federation Fellows' salaries must be met from the Federation Fellowship program.

Relinquishment of other ARC funding

- 43.1. The Administering Organisation acknowledges that the ARC does not duplicate funding assistance for research that has been already funded by the ARC or other Commonwealth bodies.
- 43.2. The Administering Organisation must relinquish all unspent funds and future amounts payable relating to grants or projects for which the Administering Organisation is the funding recipient which were identified for relinquishment in Part D of the Application for which the Administering Organisation is the funding recipient.
- 43.3. For each of the grants and projects which were identified for relinquishment in Part D of the Application for which the Administering Organisation is not the funding recipient, the Administering Organisations agrees to secure the relinquishment of all unspent funds and future amounts payable relating to those grants and projects, from the relevant organisation.
- 43.4. If the ARC determines, at its absolute discretion, that ARC funding provided under other funding schemes or initiatives duplicates, or is likely to duplicate, Commonwealth funding assistance for research which is to be undertaken by the Centre of Excellence funded under this Initiative, the Administering Organisation acknowledges that it may be required to relinquish, or to secure the relinquishment from other Organisations of, all unspent funds and future amounts payable relating to the "duplicated" research funding.
- 43.5. The Administering Organisation must not use the Funds provided by the ARC for the Initiative to meet the salary, in whole or part, for any Personnel who is concurrently in receipt of salary-related funding from another ARC funding scheme.
- 43.6. The decision on whether or not any financial assistance from the ARC must be relinquished under this clause 43 will be at the absolute discretion of the ARC and the outcome of the ARC's decision in relation to any such relinquishment will be final.

DRAFT ONLY – SUBJECT TO REVISION

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

SIGNED for and on behalf of)
THE COMMONWEALTH OF AUSTRALIA)
)
)
by)
insert name of signatory above) signatory to sign above
)
the)
insert signatory's title above)
of the Australian Research Council)
)
)
In the Presence of:)
)
)
.....)
insert name of witness above) witness to sign above

SIGNED for and on behalf of)
)
[Administering Organisation])
)
)
by)
insert name of signatory above) signatory to sign above
)
the)
insert signatory's title above)
)
of the said Organisation who, by signing,)
certifies that they have the authority so to sign)
)
)
In the Presence of:)
)
)
)
.....)
insert name of witness above) witness to sign above

SCHEDULE B

Special Conditions for the Initiative

B1.. Personnel

- B1.1. The Administering Organisation shall ensure that any Personnel has such access to the Centre of Excellence named in Schedule A at all reasonable times and in such appropriate manner as accords with the purposes of the Centre of Excellence.
- B1.2. The Administering Organisation shall use best endeavours to ensure that no Personnel causes the Administering Organisation to breach this Agreement.

B2.. Senior Centre Management

- B2.1. The Administering Organisation shall appoint with the prior approval of the ARC a person with the title Centre Director, who is the person responsible for the activities and performance of the Centre of Excellence.
- B2.2. The Centre Director appointed under clause B2.1, in consultation with the Advisory Board (described in clause B5 of this Schedule B), will be responsible for implementing the strategies of the Initiative and must coordinate the conduct of the activities of the Initiative. The Centre Director must be responsible for the coordination of the allocation of the Funding for the Initiative. The Centre Director must provide academic leadership and academic cohesion within the Centre of Excellence and maintain and be responsible for the reporting structures across the Administering Organisation and the Collaborating Organisations and nodes of the Centre of Excellence. The Centre Director must also be responsible, in consultation with the Research Director (if any) and the Advisory Board, for managing the Centre's intellectual property in accordance with the policies of the Administering Organisation and the Collaborating Organisations and with the National Principles of Intellectual Property Management for Publicly Funded Research.
- B2.3. The Administering Organisation shall appoint with the prior approval of the ARC a person with the title Centre Manager. The Centre Manager must be responsible for the management for the day to day operations of the Centre of Excellence.
- B2.4. The Administering Organisation may appoint with the prior approval of the ARC a person with the title Research Director. The Research Director must provide leadership to the research group in relation to research strategy and direction.
- B2.5. A person who is a Federation Fellow cannot be the Centre Director, they may however be the Research Director.
- B2.6. It is permissible for a single person to perform the functions of the Research Director and the Centre Manager. This person must be known as the Centre Director.
- B2.7. The Centre Director or Research Director must be a Chief Investigator and is expected to work exclusively on the business and other activities of the Initiative, and must not, without the approval of the ARC, hold any other executive position (either at the Administering Organisation, at a Collaborating Organisation or at another institution or organisation).
- B2.8. Failure to comply with the requirements of the conditions listed in this clause B2 may result in the termination of the funding.

B3.. Staff of the Centre - terms and conditions of employment

- B3.1. Subject to clause 8 of this Agreement the staff involved in the Initiative should be paid at or above the prevailing salary levels for other academic staff at a similar level, so that staff are no worse off financially than their academic peers of similar seniority at the Organisation at which they are employed.
- B3.2. Unless the Minister determines otherwise, the provision of recreation leave, sick leave and other conditions of employment for staff involved in the Initiative, shall be those of the Organisation at which the relevant staff are employed.
- B3.3. Researchers involved in the Initiative shall have two distinct and mutually exclusive roles, as specified in Section 6 and Appendix 4 of the Funding Rules.
- B3.4. The Centre Director and Research Director must be Chief Investigators.
- B3.5. Researchers employed by Australian research organisations outside the higher education sector that are funded primarily for research from State/Territory or Commonwealth Government sources are eligible to participate as Partner Investigators in the Initiative, but they cannot receive ARC funds. Researchers employed by research organisations outside Australia are eligible to participate as Partner Investigators in the Initiative, but cannot receive ARC funds, apart from short term project support for investigators visiting from overseas. Researchers from overseas organisations must bring significant contributions to the work of the Initiative.
- B3.6. Chief Investigators and Partner Investigators must have permission from their employer to participate in the Initiative.
- B3.7. The research activities undertaken by the Centre of Excellence will be carried out principally by researchers appointed or seconded to the Centre of Excellence, or who have a formal association with the Centre of Excellence.
- B3.8. Subject to their time commitments to undertake research for the Initiative and the ARC's prohibition on duplication of Commonwealth research funding, researchers associated with the Initiative may apply for research funding from other sources, including other ARC initiatives and schemes.

B4.. ARC Centres of Excellence Titles

- B4.1. Unless otherwise agreed in writing by the ARC, the Administering Organisation shall ensure that the Centre uses the words "ARC Centre of Excellence" in its title.
- B4.2. The Administering Organisation shall not allow the words "national", "Commonwealth" or "Australia" to be used in the title of the Centre. A Centre may use the word "Commonwealth" in its sub-title, for example, "Security and Policing, a Commonwealth ARC Centre of Excellence".
- B4.3. Subject to condition B4.4, the Centre of Excellence may continue to designate itself as an "ARC Centre of Excellence" after the Funding Period, provided that it continues to submit to the ARC an Annual Report of the same type as that described in clause 30.2.
- B4.4. The Administering Organisation shall ensure that the Centre complies with any direction from the Scheme Coordinator concerning the continued use of the title "ARC Centre of Excellence".
- B4.5. Clauses B4.1 – B4.5 shall survive the expiration or termination of this Agreement

B5.. Advisory Board

- B5.1. The Administering Organisation shall ensure that an Advisory Board is established and maintained.

- B5.2. The purpose of the Advisory Board is to assist the Centre management by contributing to the development of strategies and vision for the future relative to the proposed goals and objectives for the Initiative and by serving as a vehicle for creating better linkages between academia, industry and government. The Board will offer advice to the Centre Director or Research Director and the Administering Organisation and the other Collaborating Organisations regarding the research focus of the Initiative, the structure of the Centre or Excellence and general operating principles, and intellectual property and commercialisation management.
- B5.3. While the final composition of the Advisory Board is a matter for the Administering Organisation, it is expected that it will comprise some or some of each of the following: senior staff involved in the Initiative, industry government or end-user community groups, academic experts from at least one other higher education organisation, visiting senior international fellows and senior university staff such as the Pro Vice-Chancellor (Research).
- B5.4. The Advisory Board must meet at least once a year.

B6.. Assets

- B6.1. No expenditure of the Funding shall be made on the following items without the prior consent of the Scheme Coordinator:
- (a) equipment items estimated to cost in excess of \$150,000; or
 - (b) building works.
- B6.2. The Administering Organisation and the Collaborating Organisations shall establish and comply with their own procedures and arrangements for purchasing, installing, recording, maintaining and insuring an item of equipment purchased with funding money.
- B6.3. The Administering Organisation and the Collaborating Organisations shall ensure that Personnel have first priority in the use and operation of the equipment purchased for the Initiative and the Administering Organisation and the Collaborating Organisations shall, so far as is practicable, permit persons authorised by the Minister's delegate to have reasonable access to that equipment in priority to other persons.
- B6.4. The ownership of any Assets purchased with funding money shall vest in the Administering Organisation or one of the Collaborating Organisations and be listed in its assets register unless:
- (a) otherwise specified in the Application; or
 - (b) the Initiative is terminated, in which case the Minister may, by notice in writing, require the transfer of any such item of equipment to the Commonwealth.

B7.. Evaluation

- B7.1. During the year listed under the heading 'Year of Centre Review' in Schedule A, a review of the Centre of Excellence's performance of the Initiative against the objectives outlined in the Initiative Application and in this Agreement, the specific performance targets or milestones identified in the Initiative Application and in Schedule E of this Agreement, as well as the objectives listed in clause 7.1 and other obligations set out in clause 7.2, will be undertaken by the ARC.
- B7.2. Satisfactory progress in the areas specified in clause B7.1 above is a condition for the ARC to continue to pay the Funds.

B7.3. Reviews of the Initiative may also be held at other times, and particularly in special circumstances such as those outlined in clause 15.3 or upon the withdrawal of a Collaborating Organisation. Persons undertaking reviews for the ARC are to be given full access to all accounts, records, documents and premises relevant to the research being funded by the ARC.

SCHEDULE C

Research Special Conditions

1. *Importation of Experimental Organisms:* The Administering Organisation must ensure that, before experimental organisms are imported into Australia for the purposes of the Initiative, it or the Centre Director must obtain agreement in principle for the importation from the appropriate Commonwealth and State authorities.
2. *Research Involving Humans or Animals:* The Administering Organisation must ensure that all activities undertaken under the Initiative comply with the Research Involving Human Embryo's Act 2002 (Cth), the Prohibition of Cloning Act 2002 (Cth), and the National Statement on Ethical Conduct in Research involving Humans. If any activity conducted by the Administering Organisation under the Initiative involves research on or involving humans or animals, the Administering Organisation shall ensure that the codes adopted for these purposes by the National Health and Medical Research Council are complied with and that the Initiative may not commence without clearance from the Administering Organisation's Ethics or Biosafety Committee (or equivalent) and from any other relevant authority outside of the Administering Organisation.
3. *Deposition of Biological Materials:* Any biological material accumulated during the course of an Initiative shall be transferred to an Australian body with statutory responsibility for control of such material. If no such body is available to take control of the biological material then the Administering Organisation shall dispose of the material in accordance with the Administering Organisation's established safeguards.
4. *Genetic Manipulation:* If an Initiative involves the preparation and/or use of recombinant nucleic acids constructed in vitro from sources that do not ordinarily recombine genetic information, approval in writing by the Administering Organisation's Biosafety Committee (or equivalent) or the Office of the Gene Technology Regulator (OGTR) must be obtained.
5. If an Initiative involves, or is concerned with the use of, recombinant DNA techniques, the Administering Organisation shall ensure that the principles and guidelines established and approved from time to time by the Australian Government's Recombinant DNA Monitoring Committee are observed.
6. If an Initiative involves or concerns the use of recombinant DNA techniques on animals or humans then, before the proposed research commences, the Administering Organisation shall ensure that the research has been approved by the relevant Ethics or Biosafety Committee (or equivalent) of the Administering Organisation. The Administering Organisation shall retain all Certificates relating to the above and will provide such evidence to the Scheme Coordinator if required to do so.
7. *Ionising Radiation:* If an Initiative involves the use of ionising radiation, the Administering Organisation shall ensure that any Personnel performing procedures involving ionising radiation are appropriately trained and hold a relevant current licence from the appropriate State authority. The Administering Organisation shall retain all such licences and shall provide them to the Scheme Coordinator if required to do so.
8. *Social Science Data Sets:* Any machine-readable data arising from an Initiative 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 research. If a Centre Director is not

intending to do so within the two-year period, s/he must inform the ARC in writing before the expiry of the two-year period.

SCHEDULE D

Format of Audited Statements

The Audited Financial Statement (required under clause 30.6 and the Act) is to be prepared using the Guidelines for the Preparation of Annual Financial Statements for the relevant reporting period, as published by the Department of Education, Science and Training.

SCHEDULE E

ARC Centre of Excellence for Policing and Security Administering Organisation: [Administering Organisation Name] Key Result Areas and Performance Measures for the Centre of Excellence

Key Result Area	Performance Measure	Target
Research findings and competitiveness		
	Quality of publications	
	Number of publications	
	Invitations to address and participate in major academic and industry conferences	
	Invitations to visit leading international labs/research institutions	
	Additional competitive grant income	
Research training and professional education		
	Number of research higher degree completions (RHD) *	
	Number of new Centre of Excellence RHD recruitments	
	Number of postgraduate subjects taught	
	Number of industry relevant short courses/masterclasses	
	Number of Honours students	
International, national and regional links and networks		
	Number of papers published with international co-authors/reports for international bodies	
	Number of international visitors	
	Number of overseas visits	
	Number of collaborative national and international workshops and exchanges	
	Number of memberships of national and international professional committees	
	Research projects with international partners	

Schedule E cont.

End-user links†		
	Cash contributions from end-users to the Centre, including research contracts	
	In-kind contributions from end-users to the Centre	
	National/state/local policy reports and industry/government briefings	
	Media profile	
	Spin-off companies formed	
Organisational support		
	Annual cash contributions from Collaborating Organisations‡	
	Annual in-kind contributions from Collaborating Organisations‡	
	Number of new organisations recruited to or involved in the Centre of Excellence	
	Level and quality of infrastructure provided for the Centre of Excellence	
	Annual cash contributions from other organisations‡	
	Annual in-kind contributions from other organisations‡	
Governance		
	Annual 360 degrees stakeholder satisfaction survey§	
	Breadth and experience of Advisory Board	
	Frequency and effectiveness of Advisory Board meetings	
	Quality of Centre Strategic Plan	
	Advisory Board review	
	Effectiveness of arrangements to manage Centre of Excellence nodes	
National benefit		
	Measures of expansion of Australia's capability in the priority area(s)	
	Case studies of economic, social, cultural, environmental or other benefits	

* includes RHDs directly funded in part or in whole by the Centre of Excellence as well as those researching in the Centre of Excellence's program areas under the supervision of PI's, CI's and research staff of the Centre of Excellence

Schedule E cont.

- † The ARC recommends that that a sum of money of the order of 5% of the annual Centre of Excellence’s funding should be spent each year on Centre of Excellence community awareness programs, possibly including:
- (a) professional and technical training;
 - (b) primary and secondary school awareness;
 - (c) “front-office” service for, and interaction with, Australians end-users; and
 - (d) workshops, international visitor programs and other networking activities that engage cognate Australian researchers who might not be formally associated with the Centre of Excellence
- ‡ this should be listed by organisation name individually
- § this will address frequency and effectiveness of Advisory Board meetings, quality of the Centre’s strategic plan, effectiveness of arrangements to manage the Centre of Excellence nodes, adequacy of the Centre of Excellence’s performance measures, and breadth and experience of members of the Advisory Board

SCHEDULE F

Administering Organisation – Confidential Information
(Details to be provided by the Administering Organisation)

SCHEDULE G

Eligible Organisations

New South Wales

Charles Sturt University
Macquarie University
Southern Cross University
The University of New England
The University of New South Wales
The University of Newcastle
The University of Sydney
University of Technology, Sydney
University of Western Sydney
University of Wollongong

Victoria

Deakin University
La Trobe University
Melbourne College of Divinity
Monash University
Royal Melbourne Institute of Technology (RMIT University)
Swinburne University of Technology
The University of Melbourne
University of Ballarat
Victoria University

Queensland

Bond University
Central Queensland University
Griffith University
James Cook University
Queensland University of Technology
The University of Queensland
The University of the Sunshine Coast
University of Southern Queensland

Western Australia

Curtin University of Technology
Edith Cowan University
Murdoch University
The University of Notre Dame Australia
The University of Western Australia

South Australia

The Flinders University of South Australia
The University of Adelaide
University of South Australia

Tasmania

Australian Maritime College
University of Tasmania

Northern Territory

Charles Darwin University
Batchelor Institute of Indigenous Tertiary Education

Australian Capital Territory

The Australian National University
University of Canberra

Multi-State

Australian Catholic University