



Australian Government

Australian Research Council

Funding Agreement

between the

Commonwealth of Australia

as represented by the

Australian Research Council

and

regarding funding for the

Australian Research Council

Research in Bionic Vision Science and

Technology Initiative

to commence in

2010

DRAFT FUNDING AGREEMENT

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DRAFT FUNDING AGREEMENT

Parties and Recitals

THIS AGREEMENT is made on _____ day of _____

between the

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

and

('the Administering Organisation')

(together 'the Parties')

WHEREAS:

- A. The Commonwealth through the ARC operates a Scheme, being the *Special Research Initiatives Scheme* ('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 a Research Program under the Scheme, being that Research Program described in Schedule A and the Proposal.
- 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 financial assistance it receives under this Agreement.
- D. The Commonwealth wishes to provide Funding under the Scheme to the Administering Organisation for the purposes, and subject to the terms and conditions, set out in this Agreement.

NOW IT IS HEREBY AGREED as follows:

1. Definitions

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

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

Act means the *Australian Research Council Act 2001*;

Administering Organisation means the Eligible Organisation responsible for administering the Funding;

Agreement means this document and includes the Schedules, Proposal, Funding Rules and Call for Proposals;

ARC Fellow means a person who holds a fellowship, under an ARC scheme, where the salary is funded wholly or partly by the ARC;

ARC Website is www.arc.gov.au;

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

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Australian Accounting Standards means the standards of that name maintained by the Australian Accounting Standards Board created by section 226 of the *Australian Securities and Investments Commission Act 2001*;

Australian Auditing Standards means the standards made by the Auditing and Assurance Standards Board created by section 227A of the *Australian Securities and Investments Commission Act 2001* (Cth);

Budget means the budget specified in Parts C and E of the Proposal or any revised budget approved by the Commonwealth;

Call for Proposals means the *Call for Proposals for the Research in Bionic Vision Science and Technology Initiative* issued by the ARC;

Chief Investigator means an eligible person named as Chief Investigator in Schedule A and includes any replacement persons approved by the Commonwealth;

Collaborating Organisation means an organisation named as a Collaborating Organisation in Schedule A, excluding the Administering Organisation and includes any replacement organisation approved by the Commonwealth;

Commonwealth means the Commonwealth of Australia;

Eligible Organisation means an organisation specified in Schedule E;

Funding or **Funds** means the financial assistance payable under the Agreement for the Research Program as specified in Schedule A;

Funding Period has the meaning given in clause 4.2;

Funding Rules means the *Special Research Initiatives Funding Rules for Funding commencing in 2008-2009 or 2009-2010*;

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

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

Law means any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time anywhere in Australia, whether made by a State, Territory, the Commonwealth or a local authority and includes the common law as applicable from time to time;

Material includes documents, records, software, goods, images, information and data stored by any means including all copies and extracts of the same;

Partner Investigator means an eligible person named as Partner Investigator in Schedule A and includes any replacement persons approved by the Commonwealth;

Partner Organisation means an organisation named as a Partner Organisation in Schedule A and includes any replacement organisation approved by the Commonwealth;

Party means a party to this Agreement;

Personnel means those persons involved in the conduct of the Research Program;

Program Leader means the person named as Program Leader in Schedule A and includes any replacement person approved, including under Section 54 of the Act, by the Commonwealth;

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Proposal means the proposal for expenditure submitted in the *Australian Research Council Special Research Initiatives Research in Bionic Vision Science and Technology Application Form for Funding Commencing in 2010* and approved by the Commonwealth;

Project Executive means the committee appointed by the Commonwealth with responsibility for formal Commonwealth decision making and approval in relation to the Research Program;

Project Manager means the person responsible for formal communication on behalf of the Project Executive and liaison with the Administering Organisation;

Qualified Auditor has the meaning given in the section 58(2) of the Act but does not include a principal, member, shareholder, office holder or employee of an Eligible Organisation;

Report means the Annual Performance Report, End of Year Report and Final Report;

Research Office means that part of the Administering Organisation responsible for liaison with the Commonwealth;

Research Program means the Research Program described in Part E of the Proposal and Schedule A of this Agreement;

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

Schedule means a schedule to this Agreement and may include annexures and incorporate other documents by reference;

Special Condition means a condition specified in Schedule B that governs the use of the Funds; and

Specified Personnel means the personnel specified in Schedule A.

2. Interpretation

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

- (a) words in the singular number include the plural and words in the plural number include the singular;
- (b) words importing a gender include any other gender;
- (c) words importing persons include a partnership and a body whether corporate or otherwise;
- (d) words of inclusion are not words of limitation;
- (e) 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;
- (f) references to clauses are clauses in this Agreement, references to Schedules are Schedules in this Agreement, references to Recitals are Recitals in this Agreement
- (g) all references to dollars are to Australian dollars and this Agreement uses Australian currency;
- (h) reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation of the Commonwealth as amended from time to time; and

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- (i) 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.
- 2.3. 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 this Agreement;
 - (b) the Schedules of this Agreement;
 - (c) the Funding Rules;
 - (d) the Call for Proposals; and
 - (e) the Proposal.

3. Entire Agreement and Variation

- 3.1. This Agreement, including Schedules, the Proposal, 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 Commonwealth 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 requirements or conditions notified by the Commonwealth 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. Other than as expressly provided for in this Agreement, any variation to this Agreement must be in writing and signed by both Parties.
- 3.4. 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 Research Program to abide by the terms and conditions of this Agreement.

4. Term of Agreement and Funding Period

- 4.1. This Agreement takes effect on the date it is signed by the last Party to do so and continues to operate until all Parties have fulfilled their obligations under this Agreement, unless terminated earlier in accordance with this Agreement.
- 4.2. Subject to clauses 4.3 and 5 of this Agreement, the Funding Period for the Research Program is the approved period set out in Schedule A, or as otherwise approved by the Commonwealth, unless terminated earlier in accordance with this Agreement.

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- 4.3. The Commonwealth shall have the right to unilaterally vary the Funding for the Research Program.

5. Payment of Funding

- 5.1. Subject to Parliamentary appropriations, the provisions of the Act and the terms of this Agreement, the Commonwealth will pay the Funds to the Administering Organisation in the amounts set out in Schedule A.
- 5.2. All Funding for the Research Program is subject to the following conditions:
- (a) the Research Program must commence in accordance with clause 10;
 - (b) the Program Leader must lead and co-ordinate the Research Program at all times during the Funding Period, including by having direct responsibility for the strategic decisions and the communication of results for the Research Program;
 - (c) the Administering Organisation must ensure that the Research Program is carried out during the Funding Period and in accordance with this Agreement and each Commonwealth-approved report described in clause 23, in a diligent and competent manner;
 - (d) the Administering Organisation must conduct the Research Program substantially in accordance with the description contained in the Proposal or any revised aims and research plan approved, including in accordance with Section 54 of the Act, by the Commonwealth;
 - (e) the Administering Organisation must ensure that expenditure on the Research Program is substantially in accordance with the Budget;
 - (f) the Administering Organisation must enter into and maintain a written agreement that meets the requirements of clause 9 with each Collaborating Organisation and Partner Organisation;
 - (g) the Administering Organisation must not receive for the Research Program any amount of Funding in excess of that to which it is properly entitled, or which the Commonwealth is not required to pay, either under this Agreement or the Act;
 - (h) the information contained in the Proposal and the Reports 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;
 - (i) the Administering Organisation must submit on time all Reports required under this Agreement, with content satisfactory to the Commonwealth and in the required form, if specified;
 - (j) each Chief Investigator, at all times during their participation in the Research Program as a Chief Investigator, must meet the criteria specified in Section 8 and Appendix 3 of the Funding Rules, including by having direct responsibility for the strategic decisions and the communication of results for the Research Program;
 - (k) each Partner Investigator, at all times during their participation in the Research Program as a Partner Investigator, must meet the criteria specified in Section 8 and

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Appendix 3 of the Funding Rules, including by providing significant commitment, intellectual input and relevant expertise to the Research Program; and

- (l) the Administering Organisation must comply with any other requirements or conditions imposed by the Commonwealth 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 or requirements in this Agreement, including clause 5.2, the Commonwealth may do any or all of the following:
- (a) not pay the Administering Organisation any further Funds for the Research Program;
 - (b) by notice in writing to the Administering Organisation, recover all or some of the Funds paid under this Agreement for the Research Program, including all unspent Funds and any Funds not spent in accordance with this Agreement; or
 - (c) vary the amount of Funding approved for the Research Program.
- 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. 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 or decreasing adjustment.
- 5.6. Where the Commonwealth exercises its right under clause 5.3 above, it shall inform the Administering Organisation of the variation within thirty (30) days of that variation.

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

- 6.1. The Administering Organisation must ensure the Research Program fulfils the following objectives:
- (a) undertaking highly innovative and internationally competitive research to support the development of a functional bionic eye in Australia through a pioneering and feasible research and development program;
 - (b) undertaking significant collaboration with experts in a broad range of relevant fields, including development of national and international linkages with leading researchers and institutions;
 - (c) developing outcomes with significant health and economic benefits for the Australian community in the short and longer term;
 - (d) providing for potential spin-off innovation, with commercial applications to be pursued through a robust commercialisation strategy; and

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- (e) building Australia's human capacity in this area by attracting, from within Australia and overseas, researchers of high international standing as well as the most promising research students.
- 6.2. The Administering Organisation must 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.
- 6.3. The Administering Organisation must ensure that Specified Personnel have adequate time to carry out the Research Program and must provide the basic facilities required for the Research Program. 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 film or music editing facilities where required for research;
 - (c) access to a basic library collection;
 - (d) standard reference materials or funds for abstracting services;
 - (e) 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
 - (f) use of photocopiers, telephones, mail, fax, email and internet services.
- 6.4. The Administering Organisation must not use the Funds, unless otherwise approved in writing by the Commonwealth, for:
- (a) salaries, in whole or in part, of Chief Investigators or Partner Investigators;
 - (b) travel or related expenses for researchers when on a Special Studies Program (as defined in clause 6.4.2 (d) of the Funding Rules);
 - (c) international students' fees and Higher Education Contribution Scheme (HECS), or replacement scheme, liability;
 - (d) publication costs, including page costs, to avoid doubt, this does not apply to costs associated with the publication of reports required by the Commonwealth/under this Agreement;
 - (e) investigations that are more appropriately undertaken by way of consultancy, although researchers associated with the Research Program may undertake consultancies; or
 - (f) costs not directly related to the Research Program.
- 6.5 The Administering Organisation may only use the Funds for teaching relief for Chief Investigators if the Commonwealth has specifically approved the use of the Funds for that purpose.

7. Use of the Funding: Provision of Salaries

- 7.1. Subject to Item B.2.3 of Schedule B, the Research Program may involve researchers from organisations such as Commonwealth or State organisations funded primarily for research (such as the Defence 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 any Funds unless otherwise approved by the Commonwealth.
- 7.2. Funds may be used by the Administering Organisation to employ Personnel, other than Specified Personnel or researchers referred to in clause 7.1, on a full or part time basis as required, where:
- (a) provision for such was included in the Proposal; and
 - (b) subject to the terms of Schedule B.
- 7.3. In respect of Personnel, other than Specified Personnel or researchers referred to in clause 7.1:
- (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 Proposal and beyond the Commonwealth contribution of 28% (eg. extended periods of leave or severance pay) remain the responsibility of the Administering Organisation and shall not be provided from Funding (see also clause 13 – Negation of Employment by the Commonwealth).
- 7.4. The Administering Organisation must ensure that any Personnel who are employed on a full-time basis on the Research Program and whose salary is provided from the Funding shall not, without the prior written agreement of the Commonwealth, accept any remuneration whatsoever from any source other than the Administering Organisation in respect of work performed on the Research Program.

8. Over-Expenditure by the Administering Organisation

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

9. Collaborating Organisation and Partner Organisation Agreements

- 9.1. The Administering Organisation must enter into a written agreement with each Collaborating Organisation and Partner Organisation identified in the Proposal, which satisfies the requirements of clause 9.6, by no later than [Date].
- 9.2. The Administering Organisation must notify the Commonwealth, in writing, within 30

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days of the Administering Organisation becoming aware of the withdrawal of a Collaborating Organisation or Partner Organisation from the Research Program or any variation to their contribution.

- 9.3. Where clause 9.2 applies the Commonwealth may request the Administering Organisation to secure a replacement Collaborating Organisation or Partner Organisation.
- 9.4. The Administering Organisation must seek the approval of the Commonwealth for a variation, in accordance with this Agreement, of a Collaborating Organisation or Partner Organisation contribution.
- 9.5. The Administering Organisation must, in writing, seek the approval of the Commonwealth, for the engagement of a new or replacement Collaborating Organisation or Partner Organisation, including details of their contribution to the Research Program, and must enter into a written agreement consistent with the requirements under clause 9.
- 9.6. The Administering Organisation must ensure that a written agreement with a Collaborating Organisation or Partner Organisation contain provisions that:
 - (a) define the role of the Collaborating Organisation or Partner Organisation;
 - (b) define the contribution by the Collaborating Organisation or Partner Organisation as set out in the Proposal or as otherwise approved, in writing, by the Commonwealth;
 - (c) describe the Intellectual Property arrangements that apply to the outcome or results generated by the Research Program. Such arrangements must comply with the *National Principles of Intellectual Property Management for Publicly Funded Research*, unless otherwise approved by the Commonwealth;
 - (d) are not inconsistent with any details contained in the Proposal, except as provided for in any revisions approved by the Commonwealth;
 - (e) do not impede or prevent the Administering Organisation from complying with any of its obligations under this Agreement;
 - (f) provide for the Collaborating Organisation or Partner Organisation's entry to and exit from the Research Program;
 - (g) grant to the Commonwealth the same rights of access to premises and records at the Collaborating Organisation, as are conferred by clauses 22.1 and 22.2 of this Agreement in respect of the Administering Organisation; and
 - (h) ensure fair access to resources for all Personnel.
- 9.7. The Commonwealth may withhold payment of Funding in respect of Research Program activities involving a Collaborating Organisation or Partner Organisation until the Administering Organisation has provided the Commonwealth with a copy of its written agreement with that Collaborating Organisation or Partner Organisation.
- 9.8. The Administering Organisation must retain the written agreements for the lifetime of the Research Program, and forward copies to the Commonwealth upon request.
- 9.9. The Administering Organisation must ensure that each Collaborating Organisation and Partner Organisation provide contributions as set out in the Proposal. However, where the Funding for the Research Program is less than the amount requested in the Proposal,

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a Collaborating Organisation or Partner Organisation contribution may be reduced by the same proportion.

- 9.10. A written partner agreement entered into under clause 9.1 or 9.5 must continue to satisfy the requirements of this clause 9 at all times during the Funding Period.
- 9.11. If the Commonwealth does not approve the request made under clause 9.4 the Commonwealth may terminate the Agreement.

10. Commencement of Research Program: Final Date for Commencement

- 10.1. The Research Program will commence on execution of the Agreement.

11. Specified Personnel

- 11.1. The Administering Organisation must ensure that the Specified Personnel satisfy the relevant eligibility criteria at all times during their participation in the Research Program, conduct the Research Program in a diligent and competent manner and comply with this Agreement.

12. Change of Specified Personnel

- 12.1. If the Program Leader is at any time no longer able to perform the duties of the position, the Administering Organisation must advise the Commonwealth, in writing, within 5 days of the Administering Organisation becoming aware of the circumstances.
- 12.2. Where clause 12.1 applies, the Administering Organisation may submit for the Commonwealth's approval, including under section 54 of the Act, a written proposal outlining arrangements for the continuation of the Research Program, including, but not limited to, the appointment of a replacement Project Leader, and arrangements for the management of the Research Program and the continued administration of the Funding.
- 12.3. In the event the Commonwealth is advised that the Program Leader is unable to perform the duties of the position, the Commonwealth may undertake a review of the Research Program and its activities to examine the research planning and management arrangements for the Research Program. The Administering Organisation shall provide any reasonable assistance requested by the Commonwealth to undertake the review.
- 12.4. If Commonwealth approval is not granted for the proposal for the continuation of the Research Program and the continued administration of the Funding, the Agreement may be terminated.
- 12.5. If a Chief Investigator or Partner Investigator is at any time no longer able to continue the Research Program, the Administering Organisation must notify the Commonwealth in writing within 30 days of the Administering Organisation becoming aware of the circumstances.
- 12.6. Where clause 12.5 applies the Commonwealth may request the Administering Organisation to secure a replacement Chief Investigator or Partner Investigator.

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- 12.7. The Administering Organisation may submit for the Commonwealth's approval, a written proposal for the appointment of a replacement Chief Investigator or Partner Investigator.
- 12.8. Failure to fulfil the requirements set out in clause 12.1, 12.2, 12.3, and/or clause 12.5 may result in immediate termination of the Agreement.

13. Negation of Employment by the Commonwealth

- 13.1. Personnel and/or the Administering Organisation, Collaborating Organisations or Partner Organisations shall not represent themselves as being employees, partners, or agents of the Commonwealth, or as otherwise able to bind or represent the Commonwealth.
- 13.2. Personnel and/or the Administering Organisation, Collaborating Organisation or Partner 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.

14. Conduct of Research

- 14.1. The Research Program must be conducted in accordance with any Special Conditions specified in this Agreement and with any other requirements or conditions imposed by the Commonwealth in connection with any Funding covered by this Agreement.
- 14.2. The Administering Organisation must ensure that the Research Program 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.

15. Assets

- 15.1. The Administering Organisation shall establish and comply with its own procedures and arrangements for purchasing, installing, recording, maintaining and insuring all Assets purchased with the Funds.
- 15.2. No expenditure of the Funding shall be made on equipment estimated to cost in excess of \$150,000 without the prior written consent of the Commonwealth.
- 15.3. The Administering Organisation shall ensure that any Personnel have first priority in the use and operation of any Asset purchased for the Research Program and the Administering Organisation shall so far as is practicable permit persons authorised by the Commonwealth to have priority access to that Asset in preference to other persons.
- 15.4. The ownership of any Asset purchased wholly or partly with the Funding shall be vested in the Administering Organisation, located on its campus and listed in its assets register unless:
 - (a) otherwise specified in the Proposal; or
 - (b) otherwise approved by the Commonwealth; or
 - (c) the Research Program is terminated, in which case the Commonwealth may, by notice in writing, require the transfer of any such Asset to the Commonwealth.

16. Intellectual Property and Project Material

- 16.1. The Commonwealth makes no claim on the ownership of Intellectual Property brought into being as a result of the Research Program.
- 16.2. 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. This policy 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 Website.
- 16.3. The Administering Organisation grants to the Commonwealth a permanent, irrevocable, worldwide, royalty-free, non-exclusive licence (including a right of sublicense) to use, reproduce, communicate and publish Material produced under this Agreement.
- 16.4. For any Material produced under this Agreement and subject to any agreement to the contrary with a Collaborating Organisation or Partner Organisation which can be justified to the satisfaction of the Commonwealth 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 Research Program;
 - (b) make arrangements acceptable to the Commonwealth for lodgement with an appropriate repository in Australia of data, specimens or samples collected during, or resulting from, the Research Program; and
 - (c) include details of the lodgement or reasons for non-lodgement in the Final Report.
- 16.5. The Administering Organisation must ensure that it has in place all necessary consents sufficient to allow the Commonwealth to deal with Material belonging to a third party in accordance with this Agreement.
- 16.6. The Administering Organisation shall at all times indemnify the Commonwealth, its officers, employees and agents (in this clause referred to as 'those indemnified') from and against any loss (including legal costs and expenses on a solicitor/own client basis) or liability incurred or suffered by any of those indemnified arising from any claim, suit, demand, action or proceeding by any person in respect of any infringement (or alleged infringement) of Intellectual Property rights by the Administering Organisation, its employees, agents or subcontractors in the course of, or incidental to, performing the Research Program or the use by the Commonwealth of reports provided by the Administering Organisation under this Agreement.
- 16.7. The indemnity referred to in clause 16.6 shall survive the expiration or termination of this Agreement.

17. Protection of Personal Information

- 17.1. The Administering Organisation agrees with respect to all activities related to or in connection with the performance of the Research Program or in connection with this Agreement:

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- (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 Commonwealth in relation to the management of personal information by the Administering Organisation or breaches or alleged breaches of privacy;
 - (d) to ensure that any person who has an access level which would enable that person to obtain access to any personal information (as defined in the *Privacy Act 1988*) is made aware of, and undertakes in writing, to observe the Information Privacy Principles referred to in clause 17.1(a);
 - (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 Commonwealth 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 clause 17.1(a);
 - (g) to comply with any reasonable direction of the Commonwealth 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 Commonwealth or deleted or destroyed in the presence of a person duly authorised by the Commonwealth 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.
- 17.2. The Administering Organisation shall immediately notify the Commonwealth if the Administering Organisation becomes aware of a breach of its obligations under clause 17.
- 17.3. The obligations contained in clause 17 shall survive the expiration or termination of this Agreement.

18. Confidentiality

- 18.1. Subject to clause 18.3, the Commonwealth and the Administering Organisation agree not to disclose any confidential information relating to this Agreement or the Research Program without the written prior consent of the other Party.
- 18.2. For the purposes of clause 18.1, confidential information means information that:
- (a) the Parties know or ought to know is confidential; or
 - (b) is described in Schedule D; or
 - (c) the Parties agree in writing after the date of this Agreement, is confidential information for the purposes of this Agreement.
- 18.3. The Parties will not be taken to have breached the obligations under clause 18 to the extent that confidential information is disclosed:
- (a) to Commonwealth officers, employees, agents, external professional advisers or contractors solely to comply with obligations, or to exercise rights, under this Agreement;
 - (b) to the extent required by Law or by a lawful requirement of any government or governmental body, authority or agency;
 - (c) if required in connection with legal proceedings;
 - (d) to the Minister, or in response to a demand by a House or a Committee of the Commonwealth Parliament;
 - (e) for any other legitimate requirement of the Commonwealth;
 - (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 18.

19. Acknowledgments, Publications and Publicity

- 19.1. The Administering Organisation must acknowledge the support of the Commonwealth in all publications, promotional material, books, articles, television or radio programs, newsletters or other literary or artistic works which relate to the Research Program in a form approved by the Commonwealth.
- 19.2. The Administering Organisation must submit to the Commonwealth, for approval, all media releases in relation to the Research Program. The Commonwealth agrees to not unreasonably withhold approval.
- 19.3. Assets and facilities funded under this Research Program must have clear signage, indicating the support of the Commonwealth.

20. Administration of the Funding

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

21. Audit and Monitoring

- 21.1. The Administering Organisation is responsible for monitoring the expenditure of Funding and certifying to the Commonwealth that the Funding has been expended in accordance with this Agreement in the Annual Performance Report. If at any time, in the opinion of the Administering Organisation, 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 Research Program and inform the Commonwealth immediately.
- 21.2. The Commonwealth 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 Commonwealth are an accurate statement of compliance by the Administering Organisation. Persons nominated by the Commonwealth 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.
- 21.3. During the year listed under the heading 'Year of Research Program Review' in Schedule A, or as otherwise approved by the Commonwealth, a review of the Research Program's performance against the objectives listed in clause 6.1 in this Agreement and the specific performance targets and milestones identified in the Proposal will be undertaken by the Commonwealth.
- 21.4. Satisfactory progress in the areas specified in clause 21.3 above is a condition for the Commonwealth to continue to pay the Funds.

22. Access to Premises & Material

- 22.1. The Administering Organisation must, at all reasonable times, give to the Commonwealth or any person authorised in writing by the Commonwealth:
 - (a) unhindered access to:
 - (i). the Administering Organisation's Personnel;
 - (ii). premises occupied by the Administering Organisation; and
 - (iii). Material; and
 - (b) reasonable assistance to:
 - (i). inspect the performance of the Research Program;
 - (ii). locate and inspect Material relevant to the Research Program or the Administering Organisation's compliance with this Agreement; and
 - (iii). make copies of such Material and remove those copies and use them for any purpose connected with this Agreement.
- 22.2. The access rights in clause 22.1 are subject to:
 - (a) any agreement to the contrary with a Collaborating Organisation or Partner Organisation which can be justified to the satisfaction of the Commonwealth on the grounds of commercial sensitivity (including Intellectual Property considerations);
 - (b) the provision of reasonable prior notice by the Commonwealth; and
 - (c) the Administering Organisation's reasonable security procedures.

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- 22.3. If a matter is being investigated which, in the opinion of the Commonwealth, or any person authorised in writing by the Commonwealth, may involve an actual or apprehended breach of the law, clause 22.2 will not apply.
- 22.4. Upon receipt of reasonable written notice from the Commonwealth, the Administering Organisation shall provide any information required by the Commonwealth for monitoring and evaluation purposes.
- 22.5. Nothing in clauses 22.1 to 22.4 inclusive affects the obligation of each party to continue to perform its obligations under this Agreement unless otherwise agreed between them.
- 22.6. 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 Material which is directly related to this Agreement;
 - (b) have access to the premises of the Administering Organisation for the purposes of inspecting and copying documentation and records, however stored, in the custody or under the control of the Administering Organisation which are directly related to this Agreement; and
 - (c) where relevant, inspect any Commonwealth Assets and Commonwealth Material held on the premises of the Administering Organisation.
- 22.7. This clause 22 shall survive the expiration or termination of this Agreement.

23. Reporting Requirements

- 23.1. The Administering Organisation must maintain comprehensive written records on the conduct of the Research Program including performance against the objectives.
- 23.2. The Administering Organisation must keep financial records relating to the Research Program so as to enable:
- (a) all income and expenditure related to the Research Program to be identified in the Administering Organisation's accounts;
 - (b) the preparation of financial statements in accordance with Australian Accounting Standards; and
 - (c) the audit of these records in accordance with Australian Auditing Standards.
- 23.3. In addition to the requirements in clause 23.1 and 23.2, the Administering Organisation must provide any additional reports requested by the Commonwealth in the required format, if specified.
- 23.4. The Commonwealth will assess the Reports including performance of the Research Program against the objectives and,
- (a) if deemed satisfactory approve the Report; or

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- (b) if deemed inadequate review and require amendment as necessary within a timeframe agreed between the Parties.

Annual Performance Report

- 23.5. An Annual Performance Report must be submitted by 31 March for each calendar year or part thereof of the Research Program after the Commencement Date. This report must include the following minimum requirements regarding the Research Program:
- (a) summary of achievements including delivery of objectives;
 - (b) summary of highlights and any issues, including mitigation strategies;
 - (c) measurement and account of performance against any key performance indicators and milestones or other conditions specified by the Commonwealth;
 - (d) detailed plans for the following year;
 - (e) detailed financial statement on income and expenditure, both cash and in-kind from all sources, with separate reporting lines for the Funding;
 - (f) declaration by the Administering Organisation as to the correctness of the financial statement submitted under 23.5(e);
 - (g) statement of current financial liabilities under legal commitments entered into by the Administering Organisation for the performance of this Agreement;
 - (h) an excerpt detailing achievements which is suitable for public dissemination; and
 - (i) and public acknowledgements of the Funding other matters which from time to time the Commonwealth may specify for inclusion.

End of Year Report

- 23.6. 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.
- 23.7. The End of Year Report will contain information on all expenditure under the Research Program, including:
- (a) any unspent Funds to be recovered by the Commonwealth;
 - (b) any unspent Funds that the Administering Organisation is seeking to have carried over into the next year; and
 - (c) the reasons why the unspent Funds are required to be carried over.
- 23.8. Under paragraph 58(1)(e) of the Act, Funds provided by the Commonwealth to the Administering Organisation which are not spent during the calendar year for which they were allocated, may be carried over where approved by the Commonwealth. The Administering Organisation must request this approval in the End of Year Report.
- 23.9. Where a carryover is requested which is more than 75% of the Funds allocated in a calendar year, separate written justification must be provided. The justification must explain the reason for the large carry over amount.

Final Report

- 23.10. The Administering Organisation must submit a final report within six months of the completion of the Research Program. If applicable, this report must be in the format specified by the Commonwealth.

24. Recovery of Unspent Funds or Overpayments of Funds

- 24.1. 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 Funds that is properly payable to the Administering Organisation may be recovered under paragraph 58(1)(d) of the Act.
- 24.2. The Commonwealth may offset the unspent or overpaid Funds against the total of any further Funds payable to the Administering Organisation.

25. Conflict of Interest

- 25.1. The Administering Organisation warrants that, at that date of signing this Agreement, no conflict of interest exists or is likely to arise in the performance of the Research Program.
- 25.2. If during the period of the Agreement, a conflict of interest arises, the Administering Organisation must:
- (a) notify the Commonwealth in writing of the conflict of interest and set out the steps the Administering Organisation proposes to take to resolve or otherwise deal with the conflict; and
 - (b) take such steps as have been proposed by the Administering Organisation or as advised by the Commonwealth, take such steps as the Commonwealth may reasonable require to resolve or otherwise deal with the conflict of interest.
- 25.3. If the Administering Organisation fails to notify the Commonwealth under clause 25.2(a) or is unable or unwilling to deal with the conflict, the Commonwealth may terminate this Agreement.

26. Dispute Resolution

- 26.1. The Parties agree not to commence any legal proceedings in respect of any dispute arising under this Agreement until the procedure provided by this clause 26 has been followed.
- 26.2. The Parties agree that the following procedure will be used in an expeditious way to resolve a dispute:
- (a) the Party claiming there is a dispute will notify the other Party in writing, setting out the nature of the dispute;
 - (b) the Parties will try to resolve the dispute through direct negotiation, including by referring the matter to persons who have authority to intervene and direct some form of resolution;
 - (c) the Parties have 10 business days from the date of the notice to reach a resolution or to agree that the dispute is to be submitted to mediation or some alternative dispute resolution procedure

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- (d) if:
- (i). there is no resolution of the dispute;
 - (ii). there is not agreement on submission of the dispute to mediation or some alternative dispute resolution procedure; or
 - (iii). there is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution within 30 business days of the submission, or such extended time as the Parties may agree in writing before the expiration of the 30 business days,
- then either Party may commence legal proceedings.

26.3. This clause 26 does not apply to action that the Commonwealth takes, or purports to take, under clause 5, 24 or 29 or where a Party commences legal proceedings for urgent interlocutory relief.

26.4. Despite the existence of the dispute, the Administering Organisation must (unless requested in writing by the Commonwealth not to do so) continue to perform its obligations under this Agreement.

27. Indemnity

- 27.1. 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, a Collaborating Organisation, a Partner Organisation, and the Personnel (including the Specified Personnel and any of those organisation's employees, agents or subcontractors) in connection with this Agreement.
- 27.2. The Administering Organisation's liability to indemnify the Commonwealth under clause 27.1 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.
- 27.3. The indemnity referred to in clause 27.1 shall survive the expiration or termination of this Agreement.

28. Insurance

- 28.1. The Administering Organisation shall effect and maintain adequate insurance to cover any liability arising as a result of its participation in the Research Program 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.
- 28.2. This clause 28 shall survive the expiration or termination of this Agreement.

29. Termination

- 29.1. The Commonwealth may immediately terminate this Agreement by notice in writing to

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the Administering Organisation if:

- (a) the Administering Organisation commits any material breach of this Agreement which the Commonwealth considers is not capable of remedy;
- (b) in the opinion of the Project Executive, progress on the Research Program is not satisfactory;
- (c) the Commonwealth reasonably believes that it has received inaccurate, incomplete or misleading information in relation to the Research Program, including in the Proposal or in any Report provided under this Agreement;
- (d) the Commonwealth reasonably believes there is fraud or misleading or deceptive conduct on the part of the Administering Organisation, any Specified Personnel, Personnel or a Collaborating Organisation or Partner Organisation in connection with the Research Program;
- (e) the Administering Organisation fails to comply with any additional Commonwealth requirement or condition notified by the Commonwealth under clause 3.2;
- (f) the Commonwealth receives notice that work on the Research Program will cease, or has ceased;
- (g) the Administering Organisation is unable to continue its role for any reason;
- (h) the Administering Organisation does not provide an Annual Performance Report for a year of the Research Program or provides two or more drafts of an Annual Performance Report for the one year that the Commonwealth considers it is unable to approve;
- (i) the Commonwealth considers it appropriate for any other reason.

29.2. If the Commonwealth terminates the Agreement in accordance with clause 29.1:

- (a) the Administering Organisation must immediately take all available and reasonable steps to stop any further expenditure of Funding on the Research Program; and
- (b) the Commonwealth may recover from the Administering Organisation all or any Funding for the Research Program by doing any or all of the following:
 - (i). not pay the Administering Organisation any further Funds for the Research Program;
 - (ii). by notice in writing to the Administering Organisation, recover all or some of the Funds paid under this Agreement for the Research Program, including all unspent Funds, as at day of notification, and any Funds not spent in accordance with this Agreement; or
 - (iii). vary the amount of Funding approved for the Research Program.

29.3. Any amount notified to the Administering Organisation as payable under clause 29.2(b) is a debt due to the Commonwealth (without further proof of the debt being necessary), payable within 30 days of the date of the notice.

30. Compliance with Law and Policies

30.1. The Administering Organisation must, in carrying out this Agreement comply with the provisions of any Law including the *Crimes Act 1914*, *Criminal Code Act 1995*, *Racial Discrimination Act 1975*, *Sex Discrimination Act 1984*, *Disability Discrimination Act 1992*, *Equal Opportunity for Women in the Workplace Act 1999*, *Age Discrimination Act 204.*, *Ombudsman Act 1976* and *Auditor-General Act 1997*.

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- 30.2. The Administering Organisation acknowledges that under section 137.1 of the schedule to the *Criminal Code Act 1995*, giving false or misleading information to the Commonwealth is a serious offence.

31. Liaison

- 31.1. All communication from the Administering Organisation to the Commonwealth relating to the Research Program shall be directed to the Project Manager at the following address:

SRI Project Manager

Australian Research Council

Postal address

PO Box 2702

CANBERRA ACT 2601

Courier address

Level 1, 8 Brindabella Circuit

CANBERRA AIRPORT ACT 2609

Tel: 02 6287 6600

Fax: 02 6287 6601

Email: sri@arc.gov.au

Or such other address as notified by the Commonwealth from time to time.

32. Applicable Law

- 32.1. This Agreement is governed by and is to be construed in accordance with the law in force in the Australian Capital Territory.
- 32.2. 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.

33. ARC Assessments

- 33.1. The Administering Organisation must ensure that, for the term of this Agreement, if requested by the ARC, each Chief Investigator agree to assess up to twenty new proposals for ARC funding per annum for each year of Funding.
- 33.2. If the ARC determines that a Chief Investigator has failed to assess proposals assigned by the ARC for assessment, the ARC will notify the Administering Organisation in writing of that failure.
- 33.3. If a Chief Investigator does not undertake assessment of the assigned proposals within a period specified by the ARC of the notice referred to in clause 33.2 above, the Administering Organisation will be considered to be in breach of this Agreement and the Agreement may be terminated.

34. ARC Fellows Associated with the Research Program

- 34.1. The Parties acknowledge that ARC Fellows with expertise in the Research Program'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 the Research Program, mentor staff and students and help build international links.

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- 34.2. Salaries for ARC Fellows associated with the Research Program cannot be paid from the Funding provided to the Administering Organisation by the Commonwealth for the Research Program. Even when they are associated with the Research Program, ARC Fellows' salaries must be met from the relevant ARC Fellowship program.

35. Relinquishment of other Commonwealth funding

- 35.1. The Administering Organisation acknowledges that the Commonwealth does not duplicate funding assistance for research that has been already funded by the Commonwealth.
- 35.2. If the Commonwealth determines, at its absolute discretion, that Commonwealth funding provided under funding schemes or Research Programs outside of this Agreement duplicates, or is likely to duplicate, Commonwealth funding assistance for research which is to be undertaken by the Research Program, 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.
- 35.3. The Administering Organisation must not use the Funds provided by the Commonwealth for the Research Program to meet the salary, in whole or part, for any Personnel who is concurrently in receipt of salary-related funding from another Commonwealth funding scheme.
- 35.4. The decision on whether or not any financial assistance from the Commonwealth must be relinquished under this clause 35 will be at the absolute discretion of the Commonwealth and the outcome of the Commonwealth's decision in relation to any such relinquishment will be final.

DRAFT FUNDING AGREEMENT

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 Research Program

B1. Senior Research Program Management

- B1.1. The Administering Organisation shall appoint, with the prior written approval of the Commonwealth, a person with the title Program Leader, who is the person responsible for the activities and performance of the Research Program.
- B1.2. The Program Leader appointed under clause B1.1 will be responsible for implementing the strategies of the Research Program and must coordinate the conduct of the activities of the Research Program. The Program Leader must be responsible for the coordination of the allocation of the Funding for the Research Program. The Program Leader must provide academic leadership and academic cohesion within the Research Program and maintain and be responsible for the reporting structures across the Administering Organisation, the Collaborating Organisation and Partner Organisations of the Research Program. The Program Leader must also be responsible for managing the Research Program's intellectual property in accordance with the policies of the Administering Organisation and the Collaborating Organisation and Partner Organisations and with the *National Principles of Intellectual Property Management for Publicly Funded Research*.
- B1.3. The Program Leader must be a Chief Investigator and is expected to devote a significant proportion of time to the Research Program. Failure to comply with the requirements of the conditions listed in this clause B1 may result in the termination of the Agreement and recovery of Funds in accordance with the Agreement.

B2. Personnel of the Research Program - terms and conditions of employment

- B2.1. Subject to clause 7 of this Agreement the Personnel involved in the Research Program should be paid at or above the prevailing salary levels for other academic staff at a similar level, so that Personnel are no worse off financially than their academic peers of similar seniority at the Organisation at which they are employed.
- B2.2. Unless the Commonwealth determines otherwise, the provision of recreation leave, sick leave and other conditions of employment for staff involved in the Research Program, shall be those of the Organisation at which the relevant staff are employed.
- B2.3. 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 Research Program.
- B2.4. Researchers employed by research organisations outside Australia are eligible to participate as Partner Investigators in the Research Program, but cannot receive any 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 Research Program.
- B2.5. Chief Investigators and Partner Investigators must have prior written permission from their employer to participate in the Research Program.
- B2.6. Subject to their time commitments to undertake research for the Research Program and the prohibition on duplication of Commonwealth research funding, researchers associated with the Research Program may apply for research funding, for projects not associated with the Research Program, from other sources, including other ARC initiatives and schemes.

B3. Teaching Relief

The ARC may fund justified teaching relief for up to 6 months in each consecutive year. If approved, the funding contribution is limited to a maximum rate of \$65,944 per annum (2008\$) (or pro rata) per Chief Investigator, and will be a Special Condition.

SCHEDULE C

Research Special Conditions

- C1. *Importation of Experimental Organisms:* The Administering Organisation must ensure that, before experimental organisms are imported into Australia for the purposes of the Research Program, it or the Program Leader must obtain agreement in principle for the importation from the appropriate Commonwealth and State authorities.
- C2. *Research Involving Humans or Animals:* The Administering Organisation must ensure that all activities *undertaken* under the Research Program comply with the *Research Involving Human Embryos Act 2002 (Cth)*, the *Prohibition of Cloning Act 2002 (Cth)*, and the *National Statement on Ethical Conduct in Human Research*. If any activity conducted by the Administering Organisation under the Research Program 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 Research Program may not commence without clearance from the Administering Organisation's Ethics or Biosafety Committee (or equivalent) and from any other relevant authority outside of the Administering Organisation.
- C3. *Deposition of Biological Materials:* Any biological material accumulated during the course of a Research Program shall be transferred to an Australian body with statutory responsibility for control of such material. If no such body is available to take control of the biological material then the Administering Organisation shall dispose of the material in accordance with the Administering Organisation's established safeguards.
- C4. *Genetic Manipulation:* If a Research Program involves the preparation and/or use of recombinant nucleic acids constructed *in vitro* from sources that do not ordinarily recombine genetic information, approval *in writing* by the Administering Organisation's Biosafety Committee (or equivalent) or the Office of the Gene Technology Regulator (OGTR) must be obtained.
- C5. If a Research Program involves, or is concerned with the use of, recombinant DNA techniques, the Administering Organisation shall ensure that the principles and guidelines established and approved from *time to time* by the Australian Government's Recombinant DNA Monitoring Committee are observed.
- C6. If a Research Program involves or concerns the use of recombinant DNA techniques on animals or humans then, before the proposed research commences, the Administering Organisation shall ensure that the *research* has been approved by the relevant Ethics or Biosafety Committee (or equivalent) of the Administering Organisation. The Administering Organisation shall retain all Certificates relating to the above and will provide such evidence to the Scheme Coordinator if required to do so.
- C7. *Ionising Radiation:* If a Research Program involves the use of ionising radiation, the Administering Organisation shall ensure that any Personnel performing procedures involving ionising radiation are appropriately *trained* and hold a relevant current licence from the appropriate State authority. The Administering Organisation shall retain all such licences and shall provide them to the Scheme Coordinator if required to do so.
- C8. *Social Science Data Sets:* Any machine-readable data arising from a Research Program 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 Director is not intending to do so within the two-year period, s/he must inform the A in writing before the expiry of the two-year period.

SCHEDULE D

Administering Organisation – Confidential Information

Commonwealth – Confidential Information

SCHEDULE E

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

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

Tasmania

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

Other Organisations eligible to submit Proposals

Australian Institute of Aboriginal and Torres Strait Islander Studies (AIATSIS)