



Australian Government

Australian Research Council

Grant Agreement

between the

Commonwealth of Australia

as represented by the

Australian Research Council

and

<<Administering Organisation>>

regarding funding for

***Special Research Initiative – PFAS Remediation
Research Program***

for funding commencing in 2018

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Parties & Recitals

THIS AGREEMENT is made on the _____ day of _____ 20____

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').

WHEREAS:

- A. The Commonwealth through the ARC operates the *Linkage Program* ('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 support the Administering Organisation to conduct the Projects, including the approved Funding elements, being those described in the Funding Offer;
- 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; and
- 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.

IT IS HEREBY AGREED as follows:

Definitions

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*.

Active Project means a Project that is receiving funding according to the terms of the original Grant Agreement, or has any carryover funds approved by the ARC, or an approved variation to the Project's end date.

Administering Organisation means an Eligible Organisation which submits a Proposal for funding and which will be responsible for the administration of the Funding if the Project is approved for funding.

AIATSIS means the Australian Institute of Aboriginal and Torres Strait Islander Studies.

ARC means the Australian Research Council, as established under the ARC Act.

ARC Act means the *Australian Research Council Act 2001*.

ARC Award means a named Award position within any ARC scheme where the salary is funded wholly or partly by the ARC.

ARC Fellowship means a named Fellowship position within any 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 include Intellectual Property.

Cash Contribution means the cash from an organisation for the Project which is transferred to and managed by the Administering Organisation.

Chief Executive Officer or **CEO** means the occupant of the position of the Chief Executive Officer of the ARC, or the delegate, as established under the ARC Act.

Chief Investigator (CI) means a participant who satisfies the eligibility criteria for a CI under the Grant Guidelines.

Commonwealth means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.

Commonwealth Entity has the meaning as given in Section 10 of the *Public Governance, Performance and Accountability Act 2013*.

Confidential Information means any information which the parties agree is confidential or that is by its nature confidential.

Conflict of Interest means any conflict of interest, any risk of a conflict of interest and any apparent conflict of interest arising through a party engaging in any activity, participating in any association, holding any membership or obtaining any interest that is likely to conflict with or restrict that party participating in the Project. The [ARC Conflict of Interest and Confidentiality Policy](#) is available on the [ARC website](#).

Department means the Commonwealth Department of Education and Training.

Digital Object Identifier (DOI) means a unique persistent identifier for a published digital object, such as an article or a report, which is issued by the [DOI Foundation](#).

Eligible Organisation means an organisation listed in Section 3.1 of the Grant Guidelines.

End of Year Report means the report described in clause 31.3.

Field Research means the collection of information integral to the Project outside a laboratory, library or workplace setting and often in a location external to the researcher's normal place of employment.

Final Commencement Date means a date no later than six months after the Project's Funding Offer is executed by the ARC in RMS.

Final Report means the report described in clause 31.4.

FTE means full-time equivalent.

Funding or **Funds** means the amount or amounts payable under this Agreement for each Project as specified in the Funding Offer.

Funding Offer means the Project Details listed in RMS under Funding Offers.

Grant Agreement or **the Agreement** means this document.

Grant Guidelines means the *Grant Guidelines for schemes under the Linkage Program – Special Research Initiative – PFAS Remediation Research Program* for funding commencing in 2018.

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

HDR means a Higher Degree by Research including a PhD or Masters Degree by Research.

In-kind Contribution means a contribution of goods, services, materials or time to the Project from an individual, business or organisation. Values should be calculated based on the most likely actual cost, for example current market, preferred provider or internal provider rates/valuations/ rentals/charges (that is in the financial year of the date of the Proposal's submission) of the costs of labour, work spaces, equipment and databases. The calculations covering time and costs should be documented by the Administering Organisation. The ARC may require these calculations to be audited.

Initiative means the *Special Research Initiative – PFAS Remediation Research Program*.

Intellectual Property means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).

Linkage Program refers to the schemes funded under the Linkage Program of the NCGP which includes *Special Research Initiatives* and other schemes as updated from time to time.

Material includes documents, equipment, software, goods, information and data stored by any means.

Minister means the Minister responsible for the administration of the ARC Act, or the Minister's delegate.

NCGP means the ARC's *National Competitive Grants Program*.

NHMRC means the National Health and Medical Research Council.

Open Researcher and Contributor ID (ORCID) is a persistent digital identifier for an individual researcher, available via the [ORCID website](#).

Other Organisation means an organisation listed on a Proposal which is not an Eligible Organisation or a Partner Organisation.

Other Eligible Organisation means any Eligible Organisation which is listed on a Proposal as a contributor to the Project but is not the Administering Organisation, and includes any replacement organisation or organisations approved by the ARC in accordance with clauses 12.2 and 12.3.

Part-time means for less than five full working days per week.

Participating Organisation means any organisation which is listed on a Proposal as a contributor to the Project. All Other Eligible Organisations, Partner Organisations, Other Organisations and the Administering Organisation in the Proposal, or as otherwise approved by the ARC, are Participating Organisations.

Partner Investigator (PI) means a person who satisfies the eligibility criteria for a PI under the Grant Guidelines.

Partner Organisation means any company, government entity, incorporated body or other

collaborating organisation, other than an Eligible Organisation, which is listed on a Proposal as a contributor to a Project, or as otherwise approved by the Minister, and includes any replacement organisation or organisations approved by the ARC in accordance with clauses 12.2 and 12.3.

Party means the Administering Organisation or the Commonwealth.

Personnel means those persons involved in the conduct of the Project.

PhD is a qualification that meets the level 10 criteria of the *Australian Qualifications Framework Second Edition January 2013*.

Privacy Commissioner means the person occupying the position of Privacy Commissioner from time to time pursuant to the *Privacy Act 1988*.

Progress Report means the report described in clause 31.3.

Project means any Project as described in the Funding Offer or as otherwise approved by the Minister for Funding under this Agreement.

Project Activity Period means the period during which a Project is receiving Funding according to the original Funding Offer, or has any carryover Funds approved by the ARC, or an approved variation to the Project End Date. During this period, the Project is known as an Active Project.

Project End Date means the date on which the Project concludes research and Funding expenditure.

Project Leader means the participant from the Administering Organisation who is the first-named Chief Investigator on the Proposal, or such other person otherwise approved by the Minister and includes any replacement person approved by the ARC in accordance with this Agreement.

Project Manager means a person appointed by the Administering Organisation who is responsible for the strategic management of a Project.

Project Start Date means the date on which the Project commences research and Funding expenditure.

Proposal means a request to the ARC for the provision of funding which is submitted in accordance with the Grant Guidelines.

Research is defined, for the purposes of this Grant Agreement, as the creation of new knowledge and/or the use of existing knowledge in a new and creative way so as to generate new concepts, methodologies, inventions and understandings. This could include synthesis and analysis of previous research to the extent that it is new and creative.¹

Research Infrastructure means assets, facilities, services, and coordinated access to major national and/or international research facilities or consortia which directly support research in higher education organisations more broadly and which maintain the capacity of researchers

¹ This definition of research is consistent with a broad notion of research and experimental development comprising “creative work undertaken on a systematic basis in order to increase the stock of knowledge, including knowledge of man [humankind], culture and society, and the use of this stock of knowledge to devise new applications”

OECD (2002), *Frascati Manual: Proposed Standard Practice for Surveys on Research and Experimental Development*, Paris (Page 30).

to undertake excellent research and deliver innovative outcomes.

Research Office means a business unit within an Eligible Organisation that is responsible for administrative contact with the ARC regarding Proposals and Projects.

Research Output means all products of the research Project that meet the ARC definition of Research.

Responsible Officer means the Vice-Chancellor or other corporate head of the Administering Organisation or an officer nominated by that person.

RMS means the ARC's online Research Management System.

Scheme has the meaning given in Parties and Recitals.

Special Condition means a special condition specified in this Agreement which governs the use of the Funding provided by the ARC.

Specified Personnel means the Chief Investigator(s) and Partner Investigator(s) named in the Funding Offer to perform the Project or as otherwise approved by the ARC.

Variation of Grant Agreement means a formal request to vary an approved Project. In RMS, this is a *Variation of Funding Agreement* (VFA). A VFA request is submitted to the ARC via RMS by the Administering Organisation's Research Office when significant changes are to occur on a Project, or as instructed within the Agreement. Instructions for completing a VFA request are available on the [ARC website](#).

1. Interpretation

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

- a) clause headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer;
- b) words in the singular number include the plural and vice versa; and
- c) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.

1.2. This Agreement is subject to the ARC Act. If there is any conflict between this Agreement and the ARC Act, then the ARC Act prevails to the extent of any inconsistency.

2. Entire Agreement and Variation

2.1. This Agreement, including Schedules, the Proposal for each Project and the Grant Guidelines 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.

2.2. The Minister may at any time impose other requirements or conditions in connection with any Funding covered by this Agreement as provided for under the ARC Act. The Administering Organisation must as soon as possible, or as otherwise agreed in writing with the ARC, 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.

- 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 the Agreement;
 - (b) the Schedules;
 - (c) the Grant Guidelines; and
 - (d) the Proposal.
- 2.4. This Agreement may be varied in writing only, agreed and approved by both Parties.
- 2.5. The Administering Organisation is required to do all things incidental or reasonably necessary to give effect to this Agreement. This includes, but is not limited to the Administering Organisation's securing the agreement of all parties involved in Projects to abide by the terms and conditions of this Agreement.

3. Term of Agreement and Project Activity Period

- 3.1. 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.
- 3.2. The period of Funding is the Project Activity Period unless the Funding is terminated earlier in accordance with this Agreement.
- 3.3. The Project Activity Period for any Project including any element of a Project 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 to vary the Funding, this Agreement will continue to apply to any Project granted financial assistance under such a determination.

4. Payment of Funding

- 4.1. Subject to the provisions of the ARC Act, the terms of this Agreement and sufficient program funding being available for the Scheme, the Commonwealth shall pay the approved amount of Funds to the Administering Organisation for each Project in accordance with the Funding Offer. Project Funding is exclusive of any GST which may be imposed on the supply and will be paid in progressive monthly instalments.
- 4.2. All Funding for a Project is subject to the following conditions:
- (a) that the Project starts in accordance with the Initiative's Final Commencement Date or by any later date approved by the ARC;
 - (b) that the Project Leader listed in the Funding Offer, or as otherwise approved by the ARC, leads and coordinates the Project during the Project Activity Period, including by having direct responsibility for the strategic decisions and the communication of results for the Project;
 - (c) that the Administering Organisation conducts the Project substantially in accordance with the 'Project Description' contained in the Proposal for that Project, or in the event of any variation to the Project, in accordance with the description, aims and research plan as otherwise approved by the ARC;
 - (d) that the Administering Organisation spends all Funds paid under this Agreement for each Project substantially in accordance with the 'Project Cost' stated in the Proposal for that Project and any Special Conditions, or the budget as otherwise

approved by the ARC and any conditions otherwise imposed by the ARC in accordance with the ARC Act, and in accordance with the requirements of this Agreement and the Grant Guidelines;

- (e) that the Administering Organisation only receives Funding under this Agreement to which it is properly entitled;
- (f) that the Administering Organisation enters into and maintains an agreement or agreements with all other Participating Organisation that meets the requirements of clause 10;
- (g) that the Administering Organisation's funding contribution for a Project satisfies the requirements set out in the Grant Guidelines, unless otherwise approved by the Minister;
- (h) that the Partner Organisation contributions for a Project satisfy the requirements set out in this Agreement and the Grant Guidelines, unless otherwise approved by the ARC;
- (i) that the Administering Organisation submits on time all reports required under this Agreement, in the form and with content satisfactory to the ARC;
- (j) that progress of the Project is satisfactory in the opinion of the ARC;
- (k) that all information contained in the Proposal for that Project and all reports required by this Agreement from the Administering Organisation is complete, accurate and not misleading. Inaccurate and misleading information includes, but is not limited to, claiming fictitious track records, inflating funds obtained from other sources and false claims in the publication record, for example describing a paper as being 'in press' or accepted even though it has only been submitted.
- (l) that all Specified Personnel at all times during their participation in a Project, meet the eligibility criteria specified in the Grant Guidelines, including by having responsibility for the strategic decisions and the communication of results for the Project;
- (m) that the ARC is notified in writing in a timely manner if any Specified Personnel are not able to undertake the Project, or to continue to undertake the Project, and that any change in Specified Personnel is approved in accordance with clause 15;
- (n) that each participant or organisation named in a Proposal declares to the Administering Organisation all Conflicts of Interest, that exist or are likely to arise in relation to any aspect of the Project, which may have the potential to influence or appear to influence the research and/or activities related to the Project;
- (o) that the Administering Organisation has documented and implements processes in place for managing Conflicts of Interest in accordance with the *Australian Code for the Responsible Conduct of Research (2007)*;
- (p) that the ARC is advised in a timely manner of any and all other Commonwealth funding which has been, is being, or is intended to be provided for the research and/or activities funded under this Agreement;
- (q) that there is no duplication of Commonwealth funding for the research and/or activities funded under this Agreement;
- (r) that the Administering Organisation is responsible for any and all taxation

implications associated with receiving the Funds; and

- (s) that the Administering Organisation complies with any other requirements or conditions imposed by the ARC in connection with any Funding covered by this Agreement.

4.3. If the Administering Organisation does not meet any one or more of the conditions listed in this clause in respect of a Project, the Commonwealth may do any or all of the following:

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

4.4. The Commonwealth shall have the right to unilaterally modify the Funding for any or all Projects, including through a Ministerial determination.

4.5. Where the Commonwealth exercises its right under this clause it shall inform the Administering Organisation in writing of the variation within 30 days of the execution of that variation.

4.6. The Administering Organisation must pay to the Commonwealth the amount specified in any notice received under this clause above within 30 days of the date of that notice.

5. Taxes, Duties and Government Charges

5.1. The Administering Organisation agrees to pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement, except as provided by this Agreement.

5.2. If Goods and Services Tax (GST) is payable by a supplier on any supply made under this Agreement, the recipient of the supply will pay to the supplier an amount equal to the GST payable on the supply, in addition to and at the same time that the consideration for the supply is to be provided under this Agreement.

5.3. If at the commencement of the Agreement, the Administering Organisation is not registered for GST and during the term of the Agreement the Administering Organisation becomes, or is required to become, registered for GST, the Administering Organisation agrees to notify the Commonwealth in writing within seven days of becoming registered for GST.

6. Use of the Funding

6.1. The Administering Organisation must not use the Funding for purposes specifically excluded in:

- (a) this Agreement;
- (b) any Special Condition in the Funding Offer; or
- (c) the Grant Guidelines.

Activities, Facilities and Types of Work

6.2. The Administering Organisation will ensure that each Project described in the Funding Offer is implemented in accordance with this Agreement in a diligent and competent manner. In addition, each Project will be conducted in accordance with the 'Project Description'

contained in the Proposal. The ARC must approve any revised budget, aims and/or research plan, which must be submitted by the Administering Organisation through a *Variation of Funding Agreement (VFA)* request.

- 6.3. The Administering Organisation must ensure that a Project's expenditure is in accordance with the 'Project Description' contained in the Proposal and within the broad structure of the proposed 'Project Cost' detailed in the Proposal. The ARC must approve any revised budget, aims and/or research plan, which must be submitted by the Administering Organisation through a VFA request.
- 6.4. Where Funding for a Project is less than was requested in the Proposal and as a result the Project would not be able to be conducted in accordance with the 'Project Description' in the Proposal, the Administering Organisation should ensure that a revised budget is agreed with the Project Leader before the commencement of the Project. The ARC must approve any revised budget, aims and/or research plan, which must be submitted by the Administering Organisation through a VFA request.
- 6.5. The Administering Organisation must provide the basic facilities required for a Project, as set out in the Grant Guidelines.
- 6.6. Unless otherwise approved by the ARC, the Administering Organisation must provide the resources to undertake each Project as specified in the Proposal.
- 6.7. The Administering Organisation must provide basic facilities, where relevant, for each Project.
- 6.8. Unless otherwise approved by the ARC, the Funding must not be used to fund any research and/or activities which are, or will be, funded from other Commonwealth sources.
- 6.9. If any other Commonwealth funding is approved for any research and/or activity which is similar to research or activities being conducted for any Project, the ARC must be notified immediately and the ARC may consider whether or not to terminate or recover Funding to the extent that it is duplicated by another Commonwealth source.

Provision of Salaries and for Other Duties

- 6.10. The Funding specified in the Funding Offer must not be used for the provision of salary support for Specified Personnel.
- 6.11. Funding for Project costs may be used by the Administering Organisation to employ Personnel, other than the Specified Personnel, where provision for such was included in the Proposal in accordance with the Grant Guidelines and approved by the Minister. They may be employed full-time or part-time, as required.
- 6.12. Unless the ARC determines otherwise, when recruiting and employing Personnel other than Specified Personnel, the Administering Organisation will:
 - (a) follow its normal recruitment procedures;
 - (b) be responsible for salaries, recreation leave, sick leave and other conditions of employment; and
 - (c) be responsible for the on-costs provisions beyond the ARC contribution of 30 per cent (for example extended periods of leave, severance pay, and such like must not be provided from ARC Funds).
- 6.13. The Administering Organisation must ensure that any Personnel who are employed full-time on a Project and whose salary is provided from the Funding shall not, without the prior

agreement of the ARC, except any remuneration whatsoever from any source other than the Administering Organisation in respect of work performed on the Project.

- 6.14. Payment of ARC Funding to the Administering Organisation for a Project can only begin once the Grant Agreement has been executed by both Parties. Retrospective salary payments will not be paid for employment prior to the Funding Commencement Date.

7. Over-expenditure by the Administering Organisation

- 7.1. Any Project expenditure incurred by the Administering Organisation for a Project additional to the approved amount for that Project specified in the Funding Offer, or as otherwise varied by the ARC, is the responsibility of the Administering Organisation. The Commonwealth will not reimburse the Administering Organisation for such costs under any circumstances.

8. Recovery of Unspent Funds or Overpayments of Funds

- 8.1. Any unspent Funds, and any amount of Funding paid to the Administering Organisation which exceeds the amount of financial assistance that is correctly payable to it may be recovered by the Commonwealth.
- 8.2. The Commonwealth may offset the unspent or overpaid Funds against the total of any further Funds payable to the Administering Organisation.
- 8.3. This clause survives the expiration or earlier termination of this Agreement.

9. Participating Organisation Agreements

- 9.1. The Administering Organisation must not allow a Project to start, nor Funding to be expended, until it has entered into an agreement, or agreements, with all other Participating Organisation in accordance with this clause.
- 9.2. The Administering Organisation may enter into a single agreement with multiple organisations or a single agreement with a single organisation as appropriate. The Administering Organisation will retain the agreement or agreements, and make them available to the ARC if required.
- 9.3. Evidence of agreement to participate in a Project must be obtained from all relevant persons and organisations involved in the Project. This evidence is to be retained by the Administering Organisation and must be made available if requested by the ARC.
- 9.4. The agreement, or agreements, must satisfy the requirements of this clause at all times during the Project Activity Period for the Project.
- 9.5. The agreement, or agreements, must be entered into with all other Participating Organisation before the Final Commencement Date and must include provisions which:
- (a) state the roles, contributions (including financial contributions) and research that will be undertaken by the Administering Organisation and each Participating Organisation;
 - (b) confirm compliance with the requirements related to Participating Organisations as stated in the Grant Guidelines;
 - (c) are consistent with the details in the Proposal, except as provided for in this clause;
 - (d) confirm the participation of Specified Personnel;

- (e) describe the Intellectual Property (IP) arrangements that apply to the IP each party brings to the Project ('background IP') as well as to the outcomes or results generated by the Project ('Project IP'). Such arrangements must take into account maximising the return of benefits to Australia and unless otherwise approved by the ARC, comply with the *National Principles of Intellectual Property Management for Publicly Funded Research* and/or any successor document;
- (f) confirm the agreement of Participating Organisations to grant the Commonwealth and State/Territory Governments a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub-licence) to use, modify, communicate, reproduce, publish and adapt the Material produced by the Project;
- (g) describe the processes for the entry and exit of all Participating Organisations, including arrangements (such as re-negotiation options) for any continuing use and/or ownership of background IP and Project IP when a Participating Organisation withdraws from the Project or when a Partner Organisation is closed down, dissolved, liquidated or sold;
- (h) outline the roles and responsibilities of the Administering Organisation and Other Eligible Organisations in relation to notification of research integrity matters in accordance with the ARC Research Integrity and Research Misconduct Policy and the investigation and management of breaches of the *Australian Code for the Responsible Conduct of Research (2007)*;
- (i) include, other than where the Participating Organisation is a Commonwealth Entity which contracts as part of the Commonwealth, an indemnity from the Participating Organisation in favour of the Administering Organisation that covers any loss, liability or expense incurred or suffered by the Administering Organisation as a result of any breach of this Agreement caused by the Administering Organisation's reliance on the assurance given by the Participating Organisation in accordance with paragraph (b) above; and
- (j) confirm an undertaking by all other Participating Organisations to not impede or prevent the Administering Organisation from complying with any of its obligations under this Agreement or the Grant Guidelines.

9.6. The agreement under this clause should also consider including provisions that:

- (a) provide an assurance from the Participating Organisation for the continued operation of the Project unhindered by ownership of IP;
- (b) provide an assurance that following the transfer of any IP by the Administering Organisation to the Participating Organisation, the Administering Organisation may continue to teach and research in any and all areas protected by the IP;
- (c) provide an assurance that where the ownership of any IP is transferred to a Participating Organisation as a result of the collaboration for which funding is provided, upon the closing down, dissolution and/or liquidation of the Participating Organisation, during the term of the Agreement, the ownership of the IP shall be renegotiated with the Administering Organisation;
- (d) provide an assurance that upon any sale of the Participating Organisation in part or in full, the Administering Organisation has reasonable opportunity to retain the proposed benefits to Australia on which the funding was awarded; and

- 9.7. The Administering Organisation must ensure that the Partner Organisation contributions for a Project satisfy the requirements of this Agreement (including in the Funding Offer) and the Grant Guidelines.
- 9.8. Unless otherwise approved by the ARC, the Administering Organisation must ensure that each Participating Organisation provides contributions as set out in the Proposal. However, if the Funding for a Project is less than the amount requested in the Proposal for that Project, the Participating Organisation contribution may be reduced by the same proportion. The minimum requirements for the eligible Participating Organisation contributions as set out in this Agreement and the Grant Guidelines continue to apply.
- 9.9. Once an agreement, or agreements, for a Project has been entered into by all other Participating Organisation and the Administering Organisation, the Administering Organisation must provide to the ARC the *Participating Organisation Agreed Contribution Report* (POACR), on the relevant form made available by the ARC in RMS. The POACR should state the agreed contributions to a Project from each Participating Organisation.
- 9.10. If an agreement between a Participating Organisation and the Administering Organisation is revised in accordance with this Agreement to change the level of Participating Organisation contribution, the Administering Organisation must provide to the ARC a revised *Participating Organisation Agreed Contribution Report*, on the relevant form made available by the ARC in RMS.

10. Default of Participating Organisation

- 10.1. The Administering Organisation must notify the ARC if any other Participating Organisation wishes to reduce or withdraw its support for a Project. This notification must be provided to the ARC within three months of the advice being received by the Administering Organisation. The Administering Organisation may attempt to find a replacement Participating Organisation for a Project, or modify remaining Participating Organisation arrangements.
- 10.2. The Administering Organisation must notify the ARC if the Administering Organisation receives notice or reasonably believes that a Participating Organisation is in default of any of its obligations under an agreement entered into between that Participating Organisation and the Administering Organisation under clause 9. This notification must be provided to the ARC within three months of the advice being received by the Administering Organisation. The Administering Organisation may attempt to find a replacement Participating Organisation for a Project, or modify remaining Participating Organisation arrangements.
- 10.3. The notification to the ARC, requesting approval of a variation, must include:
- (a) a completed VFA request seeking approval for a variation to this Agreement; and/or
 - (b) a revised POACR advising of changes to an existing, new or replacement Participating Organisation's financial contributions.
- 10.4. A revised POACR only is required when a financial contribution from a current Participating Organisation is changed, such as an increase or reduction in support. Financial contributions from Partner Organisations must continue to meet the requirements specified in this Agreement and the Grant Guidelines.
- 10.5. A VFA is required when a variation to a current Participating Organisation is sought, such as withdrawal or a new or replacement Participating Organisation. When submitting a VFA, in its justification the Administering Organisation should:

- (a) state which Participating Organisation is changing its support, withdrawing or in default;
- (b) advise a proposed new or replacement Participating Organisation, if any;
- (c) provide brief justification as to the suitability of any new or replacement Participating Organisation to contribute to the Project;
- (d) state the proposed financial or other contributions to be made to the Project by the proposed Participating Organisation;
- (e) confirm that the proposed arrangement, including financial contributions, complies with the requirements for Participating Organisations and the respective organisation contributions specified in this Agreement and the Grant Guidelines;
- (f) advise any removal, replacement or addition of Specified Personnel as a result of the withdrawal/replacement of a Participating Organisation;
- (g) provide a curriculum vitae of any new or replacement Specified Personnel; and
- (h) confirm that the Participating Organisation has agreed to support any new or replacement Specified Personnel.

10.6. Any new or replacement Other Eligible Organisation or Partner Organisation must meet the eligibility criteria for organisations as set out in the Grant Guidelines.

10.7. Any new or replacement Specified Personnel must meet the eligibility criteria for investigators as set out in the Grant Guidelines.

10.8. If the ARC approves a variation to this Agreement, the Administering Organisation must revise an existing agreement or enter into an agreement with the new or replacement Participating Organisation, as set out in clause 9. The Administering Organisation must also submit a revised POACR to the ARC within 30 days of the execution of the revised or new Participating Organisation agreement.

10.9. If the ARC does not approve a variation to this Agreement, the ARC may contact the Administering Organisation to negotiate an acceptable outcome without jeopardising the conduct of the Project.

10.10. To avoid doubt, the funding condition set out in clause 4.2(f) will not have been satisfied if:

- (a) the ARC does not approve any replacement Participating Organisation or the modified Participating Organisation arrangements proposed under this clause; or
- (b) the Administering Organisation does not attempt to find any replacement Participating Organisation or modify existing Participating Organisation contribution arrangements.

11. Commencement of a Project

11.1. All Projects under this Agreement must start by the Final Commencement Date (i.e. within six months of the Project's Funding Offer being executed by the ARC in RMS). At the time of the execution of the Funding Offer, the Final Commencement Date is considered the latest possible Project Start Date.

11.2. As noted in the Grant Guidelines, Funding commences with effect 1 January 2018.

11.3. A Project Start Date may be deferred for up to six months beyond the Final Commencement Date. If the Administering Organisation wishes to defer the Project Start

Date, a VFA must be submitted in RMS by the Administering Organisation before the Final Commencement Date. The deferral request must justify the proposed deferral in terms of special circumstances.

11.4. The Administering Organisation must not defer the Project Start Date unless the Administering Organisation has received approval from the ARC.

11.5. Except in exceptional circumstances, the ARC will not approve a Project Start Date more than 12 months after the execution of the Funding Offer. If a Project has not started within the 12 month period following execution, the ARC may terminate and/or recover Funding.

12. Specified Personnel

12.1. The Administering Organisation will ensure that the Specified Personnel will participate in a Project in a diligent and competent manner, and will comply with this Agreement.

12.2. The Administering Organisation will provide all Specified Personnel with a copy of this Agreement within a reasonable time after the execution of the Agreement.

12.3. The Administering Organisation must ensure that, unless otherwise approved by the ARC, all Specified Personnel meet the criteria as set out in the Grant Guidelines for the full term of their participation in the Project.

12.4. The Administering Organisation warrants that, through an agreement or agreements as set out in clause 9, all Specified Personnel who are to work on a Project have confirmed their participation in the Project and have the approval of their employing organisation to do so. The Administering Organisation does not require the agreement of the employing organisation of an overseas-based PI (unless they are employed by the Administering Organisation) to participate in the Project.

13. Change of Specified Personnel

13.1. The Administering Organisation must notify the ARC as soon as possible of any variation to a Project's Specified Personnel at any time during the Project Activity Period.

13.2. Such variations to Specified Personnel include, but are not limited to:

- (a) departure of Specified Personnel;
- (b) replacement of departing Specified Personnel;
- (c) transfer of Specified Personnel from one organisation to another;
- (d) a change in the eligibility of a Specified Personnel; or
- (e) appointment of new Specified Personnel.

13.3. If, at any time during the Project Activity Period, a Chief Investigator (CI) or Partner Investigator (PI) is unable to continue in this role on the Project, he/she may be replaced by a new CI or PI provided that:

- (a) there remains one CI from the Administering Organisation as the Project Leader;
- (b) the replacement CI or PI meets the eligibility criteria for a CI or PI as set out in the Grant Guidelines;
- (c) the replacement CI or PI has relevant expertise which is commensurate with the standard of the original research team which was awarded the Project;
- (d) a completed VFA request is submitted by the Administering Organisation to the

ARC seeking approval for a variation to this Agreement; and

(e) the request is approved by the ARC.

13.4. The request to the ARC, as set out in clause 13.3, must include:

- (a) a curriculum vitae of the proposed CI or PI;
- (b) agreement from the proposed CI or PI to undertake the role; and
- (c) confirmation that the Participating Organisation has agreed to support the CI or PI.

13.5. New CIs or PIs may be appointed to participate in a Project subject to the requirements set out in this clause.

14. Transfer of Project

14.1. The transfer of a Project to another Administering Organisation will be considered only in exceptional circumstances.

14.2. All Project transfer requests are considered on their merits. Scenarios for Project transfer requests can include, but are not limited to:

- (a) a substantial change in the relevant research environment at the Administering Organisation, such as disbandment of a research team, abolition of a department, or necessary facilities being inoperable for long periods; and
- (b) compassionate grounds, such as family circumstances or carer responsibilities.

14.3. If, at any time during the Project Activity Period, the Administering Organisation becomes aware that a Project is to be transferred to another Eligible Organisation ('the recipient Eligible Organisation'), the Administering Organisation must notify the ARC as soon as possible.

14.4. The notification to the ARC, as set out in clause 14.3, must include evidence that:

- (a) all Participating Organisations, including the recipient Eligible Organisation if it is not a Participating Organisation, agree to the transfer;
- (b) the recipient Eligible Organisation agrees to provide support (including financial support and facilities of commensurate quality) equivalent to or greater than that which is being provided by the Administering Organisation and which meets the requirements of this Agreement and the Grant Guidelines;
- (c) the eligibility and accountability requirements set out in the Grant Guidelines and the terms and conditions of this Agreement will be met;
- (d) the research already undertaken will not be put at risk as a result of the proposed transfer;
- (e) the transfer will further enhance the research; and
- (f) Project Personnel and the administration of the Funding will not be adversely affected by the proposed transfer.

14.5. The ARC will have regard to the circumstances surrounding the proposed transfer and may approve the transfer subject to any conditions the ARC considers appropriate.

14.6. If the transfer is approved by the ARC, unspent Funds and indicative Funding for the Project and any Assets as set out in clause 21.4 will be provided to the recipient Eligible Organisation, subject to clause 14.7 below.

14.7. If the transfer of Funding and any Assets is approved by the ARC:

- (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;
 - ii. provide to the ARC a statement of the amount of all unspent Funds for the Project, including any unspent funds not located at the Administering Organisation, and pay the ARC such unspent Funds;
 - iii. report expenditure of Funding for the Project prior to the transfer in its End of Year Report and identify the transfer in that Report; and
 - iv. comply with any other directions reasonably given by the ARC to give effect to the transfer;
- (b) the recipient Eligible Organisation must:
 - i. enter into a new, or vary an existing, Grant Agreement with the ARC to give effect to the changed Funding arrangements;
 - ii. enter into a written agreement, or agreements, with all other Participating Organisations which satisfy the requirements of clause 9 of this Agreement; and
 - iii. report expenditure of Funding for the Project after the transfer in its End of Year Report and identify the transfer in that Report.

14.8. If the transfer is approved by the ARC, the ARC will not pay relocation expenses for the transfer of any Personnel or Assets from the Administering Organisation to the recipient Eligible Organisation.

14.9. The Project and any equipment purchased with either the Funding or contributions from other Participating Organisations (including any equipment which comprises the Participating Organisation contribution) must not be transferred to the recipient Eligible Organisation until ARC approval for the transfer of Funding is granted.

14.10. If the transfer is not approved by the ARC, the Project may be terminated and any unspent Funds recovered by the ARC.

15. Relinquishment of a Project

15.1. The relinquishment of a Project will be considered only in exceptional circumstances.

15.2. If, at any time during the Project Activity Period, the Administering Organisation chooses to relinquish a Project, Funding for the Project will be terminated. In such cases, any unspent Funding for the Project will be recovered by the ARC. The Administering Organisation's End of Year Report must also include information on the relinquishment of the Project.

15.3. The Administering Organisation must notify the ARC as soon as possible should it choose to relinquish a Project. The notification to the ARC must include:

- (a) a completed VFA request seeking approval for a variation to this Agreement;
- (b) a brief explanation of the reason(s) the Project is being relinquished;
- (c) evidence of agreement to the relinquishment from all Specified Personnel and all Other Eligible Organisations, Partner Organisations and Other Organisations; and

(d) the amount of unspent Funds to be recovered by the ARC.

15.4. A Final Report must be submitted if the Project was active for more than one year, or if more than one year of Funding has been expended, or Research Outputs were produced.

16. Negation of Employment by the Commonwealth

16.1. Specified Personnel, any Personnel funded by a Project, the Administering Organisation, and any Participating Organisation is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

17. Conduct of Research

17.1. The Project must be conducted in accordance with any Special Conditions specified in this Agreement and with any other requirements or conditions imposed by the ARC in connection with any Funding covered by this Agreement.

17.2. The Administering Organisation must ensure that a Project under this Agreement will not proceed without appropriate ethical clearances from the relevant committees and/or authorities referred to in clause 18 or prescribed by the Administering Organisation's research rules.

17.3. Each Project must, unless otherwise approved by the ARC in writing, conform to the principles outlined in the following and their successor documents:

- (a) the *Australian Code for the Responsible Conduct of Research* (2007);
- (b) as applicable, the *National Statement on Ethical Conduct in Human Research* (2007, updated 2015);
- (c) as applicable, *NHMRC Values and Ethics: Guidelines for Ethical Conduct in Aboriginal and Torres Strait Islander Health Research* (2003);
- (d) as applicable, Australian Institute of Aboriginal and Torres Strait Islander Studies *Guidelines for Ethical Research in Australian Indigenous Studies* (2012);
- (e) as applicable, Australia Council for the Arts *Indigenous Cultural Protocols for Producing Indigenous Music; Writing; Visual Arts; Media Arts; and Performing Arts* (2007);
- (f) as applicable, the *Australian Code for the care and use of animals for scientific purposes* (2013).

17.4. If there is any conflict between a successor document and its predecessor, then the successor document prevails to the extent of any inconsistency.

17.5. All parties involved in or associated with a Project are required to disclose to the Administering Organisation and the other parties involved in the Project, any actual or potential Conflict of Interest.

17.6. If a Conflict of Interest exists or arises, the Administering Organisation must have documented and established processes in place for managing the Conflict of Interest for the duration of the Project and that these processes are implemented. Such processes must comply with the *Australian Code for the Responsible Conduct of Research* (2007), the *ARC Conflict of Interest and Confidentiality Policy* and any relevant successor document.

18. Research Special Conditions

- 18.1. Importation of experimental organisms: The Administering Organisation must ensure that, before experimental organisms are imported into Australia for the purposes of a Project, the Administering Organisation or the Project Leader of the Project must obtain agreement in principle for the importation from the appropriate Commonwealth and State authorities.
- 18.2. Research involving humans or other animals: If any Project conducted by the Administering Organisation involves research on or involving humans or other animals, the Administering Organisation must ensure that the codes adopted for these purposes by the NHMRC, ARC and Universities Australia are complied with. The proposed research may not commence without clearance from the Administering Organisation's Ethics or Biosafety Committee (or equivalent) and from any other relevant authority.
- 18.3. Deposition of biological materials: Any biological material accumulated during the course of a Project shall be transferred to an Australian body with statutory responsibility for control of such material. If no such body is available to take control of the biological material, then the Administering Organisation must dispose of the material in accordance with the Administering Organisation's established safeguards.
- 18.4. Genetic manipulation: If a Project involves the use of gene technology (as defined in the *Gene Technology Act 2000*), then before the proposed research commences, the Administering Organisation must ensure that the research has been approved in writing by the relevant Biosafety and/or Ethics Committees (or equivalent) of the Administering Organisation. The Administering Organisation must retain all certificates relating to the above and will provide evidence to the ARC if required to do so. The Administering Organisation must be accredited with the Office of the Gene Technology Regulator.
- 18.5. Ionising radiation: If a Project 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 must retain all such licences and shall provide them to the ARC if required to do so.
- 18.6. Social science data sets: Any digital data arising from a Project involving research relating to the social sciences must be lodged with the Australian Social Science Data Archive (ASSDA) for secondary use by other investigators. This should be done within two years of the conclusion of any fieldwork relating to the Project research. If a CI is not intending to do so within the two-year period, they must include the reasons in the Project's Final Report.

19. Material Produced Under this Agreement, Publication and Dissemination of Research Outputs and Research Data

- 19.1. The Administering Organisation must establish and comply with its own policies, procedures and arrangements for the ownership and management of all Material produced as a result of any Project funded under this Agreement.
- 19.2. For any Material produced under this Agreement, the Administering Organisation must ensure that all Specified Personnel:
- (a) take reasonable care of, and safely store, any data or specimens or samples collected during, or resulting from, the conduct of their Project;
 - (b) make arrangements acceptable to the ARC for lodgement with an appropriate museum or archive in Australia of data or specimens or samples collected during,

or resulting from, their Project; and

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

19.3. All ARC Funded research projects must comply with the *ARC Open Access Policy* on the dissemination of research findings, which is on the [ARC website](#). In accordance with this policy, any Research Outputs arising from the Project must be made openly accessible within a 12 month period from the publication date. Where this requirement cannot be met, reasons must be provided in the Final Report for the Project.

19.4. Metadata for all Research Outputs arising from the Project must be made available to the public in an institutional repository as soon as possible but no later than three months from the date of publication. Metadata must include the ARC Project ID, list the ARC as a funding source and contain a Digital Object Identifier (DOI) to the Research Output. If a DOI is not available, then a permanent Uniform Resource Locator (URL) link must be provided instead to the Research Output.

19.5. Consistent with the requirements outlined in 19.4 any material published in respect of an ARC-funded research activity must include acknowledgement of the ARC's funding, including the ARC Project ID.

19.6. The ARC strongly encourages all researchers receiving ARC funding to have an ORCID identifier in their RMS Profile.

19.7. For Projects funded under this Initiative, the Administering Organisation must deposit data arising from a Project on the Australian Government open data portal (data.gov.au) as well as in an appropriate publicly accessible subject and/or institutional repository. The Final Report must outline how data has been made publicly accessible.

19.8. This clause survives the expiration or earlier termination of this Agreement.

20. ARC Assessments

20.1. For the term of this Agreement, the Administering Organisation must ensure that CIs agree to:

- (a) assess up to 20 new Proposals per awarded Project per annum for each year of Funding; and
- (b) update and maintain RMS user data in their profile including Field of Research codes and expertise text.

20.2. If the ARC determines that a CI has failed to meet the obligation to assess Proposals assigned by the ARC for assessment, or to manage RMS data in their profile, the ARC may notify the Administering Organisation of that failure.

20.3. If a CI does not undertake assessment of the assigned Proposals within a period specified by the ARC, the Administering Organisation will be considered to be in breach of this Agreement. If considered in breach, Funding for the relevant Projects on which the person is listed as Specified Personnel under this Agreement may be terminated.

21. Assets

21.1. Unless otherwise approved by the ARC, Assets purchased with Funding must be purchased for the exclusive purposes of the Project for the duration of the Project Activity Period.

- 21.2. 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.
- 21.3. The Administering Organisation shall ensure that any Specified Personnel shall have first priority in the use and operation of equipment purchased for the Project and the Administering Organisation must, so far as is practicable, permit persons authorised by the ARC to have priority access to that equipment in preference to other persons.
- 21.4. Unless otherwise approved by the ARC, 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 Project is terminated, in which case the ARC may, by notice in writing, require the transfer of any such item of equipment to the Commonwealth; or
 - (c) the Project is transferred to another organisation in accordance with clause 14. In such a case, subject to the agreement of both the Administering Organisation and the recipient Eligible Organisation, the equipment purchased with Funds provided under this Agreement for the relevant Project may also be transferred.

22. 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 to Australia arising from publicly funded research. The Administering Organisation should also ensure that all participants on the Project are familiar with the current Intellectual Property and patent landscape for the research areas included in the Proposal.
- 22.2. The ARC makes no claim on the ownership of Intellectual Property brought into being as a result of the Projects for which Funding is provided.
- 22.3. The Administering Organisation provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub license) to use, modify, communicate, reproduce, publish, and adapt the Material produced under this Agreement.
- 22.4. This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.
- 22.5. Unless otherwise approved by the ARC, the Administering Organisation's Intellectual Property policy must comply with the *National Principles of Intellectual Property Management for Publicly Funded Research* as amended from time to time.

23. Indemnity

- 23.1. The Administering Organisation, will indemnify the Commonwealth, its officers, employees and agents against any liability, loss, damage, costs and expenses arising from any claim, suit, demand, action or proceeding by any person, arising out of, or in connection with:
- (a) 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:
 - i. performing the Project; or

- ii. the use by the Commonwealth of reports provided by the Administering Organisation under this Agreement;
 - (b) any wilful, unlawful or negligent act or omission of the Administering Organisation, its employees, agents or subcontractors in connection with this Agreement.
- 23.2. This clause does not apply to a Commonwealth Entity which is contracting on behalf of the Commonwealth.
- 23.3. The Administering Organisation's liability to indemnify the Commonwealth 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.
- 23.4. The indemnity referred to in this clause shall survive the expiration or termination of this Agreement.

24. Protection of Personal Information

24.1. The Administering Organisation agrees with respect to all activities related to or in connection with the performance of the Project or in connection with this Agreement:

- (a) to comply with the requirements of the *Privacy Act 1988*;
- (b) not to do anything, which if done by the Commonwealth, would be a breach of the *Privacy Act 1988*;
- (a) 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;
- (b) 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 Australian Privacy Principles set out in Schedule 1 of the *Privacy Act 1988*;
- (c) to comply with any policy guidelines laid down by the Commonwealth relating to the handling of personal information; and
- (d) 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 authorised by the ARC to oversee such deletion or destruction.

24.2. The Administering Organisation must immediately notify the ARC if the Administering Organisation becomes aware of a breach of its obligations under this clause.

24.3. This clause survives the expiration or earlier termination of this Agreement.

25. Confidentiality

25.1. Subject to this clause the ARC agrees not to disclose any Confidential Information of the Administering Organisation, without the Administering Organisation's consent.

25.2. The ARC will not be taken to have breached its obligations under this clause to the extent that the ARC discloses Confidential Information:

- (a) about the Project in accordance with Commonwealth accountability and reporting requirements;
- (b) to a Minister of the Australian Government, a House or Committee of the Commonwealth Parliament;
- (c) to its personnel or another Commonwealth agency where this serves the Commonwealth's legitimate interests;
- (e) to officers, employees, ARC assessors, or other third parties to enable effective assessment, evaluation, management or auditing of the Linkage Program schemes or any Grant Agreement;
- (f) for a purpose directly related to the enforcement or investigation of a possible breach of any Commonwealth, State, Territory or local law;
- (g) disclosed in accordance with any other provision of the Grant Guidelines or this Grant Agreement;
- (h) that is in the public domain other than due to a breach of this clause; or
- (i) to comply with obligations, or to exercise rights, under the *ARC Research Integrity and Research Misconduct Policy*.

25.3. The Commonwealth warrants that, for a period of three years from the date of submission of the Final Report for the Project, it will consult with the Administering Organisation before any information which is contained in any reports related to the Project, and which the Administering Organisation has indicated is confidential and should not be disclosed, is disclosed to any person other than an officer, employee, agent or member of the ARC or the Minister. If disclosure is required to other persons, the Commonwealth will discuss the intended terms of disclosure with the Administering Organisation.

26. Acknowledgments, Publications and Publicity

26.1. Subject to commercial sensitivities and Intellectual Property considerations, the outcomes of Projects are expected to be communicated to the research community and, where appropriate and possible, to the community at large.

26.2. The Administering Organisation agrees to acknowledge the ARC's support in all Material, publications and promotional and advertising materials published in connection with this Agreement. The ARC may notify the Administering Organisation of the form of acknowledgement that the Administering Organisation is to use.

26.3. The Administering Organisation must ensure that the ARC's contribution and support of the Project is acknowledged in a prominent place and an appropriate form acceptable to the ARC when, at any time during or after completion of a Project, the Administering Organisation or the researchers or any other party publishes, produces or is involved in promotional material, such as books, articles, television or radio programs, electronic media, newsletters or other literary or artistic works, which relate to the Project,

26.4. The Administering Organisation agrees not to make any public announcement, including by social media, in connection with the awarding of the Funding without the ARC's prior written approval. Similar efforts must be made when publicly speaking about a Project. Advice of acceptable forms of acknowledgement and use of the logo is provided on the [ARC website](#).

26.5. Where the Research Output is a publication, in addition to acknowledging ARC support, the relevant Project ID must be included.

26.6. If a Participating Organisation is required to announce their involvement in an ARC Project to the Australian Securities Exchange, this must only be done once the Participating Organisation Agreement has been executed as set out in clause 9.

26.7. This clause survives the expiration or earlier termination of this Agreement.

27. Administration of the Funding

27.1. The Administering Organisation must maintain reasonable, up-to-date and accurate records relating to the Funding and the Projects conducted with the Funding to verify its compliance with this Agreement.

27.2. Records maintained under this clause must be retained by the Administering Organisation for each Project for a period of no less than seven years after whichever is the later of:

- (a) the final payment of Funds by the ARC for the Project; or
- (b) the final approved carryover of Funds for the Project.

28. Audit and Monitoring

28.1. The Administering Organisation is responsible for monitoring the expenditure of the 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 of the Administering Organisation, the Funding is not being expended in accordance with this Agreement, the Administering Organisation must take all action necessary to minimise further expenditure in relation to the Project and inform the ARC immediately.

28.2. The ARC may at any time conduct ad hoc on-site reviews 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.

28.3. The Administering Organisation must:

- (a) provide information to the ARC, or a person nominated by the ARC, as reasonably required by the ARC;
- (b) comply with all reasonable requests, directions, or monitoring requirements received from the ARC; and
- (c) cooperate with and assist the ARC in any review or other evaluation that the ARC undertakes.

29. Access to Premises and Records

29.1. The Administering Organisation must, at all reasonable times, give to the CEO 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; and
- (b) reasonable assistance to:

- i. inspect the performance of any or all Projects;
- ii. locate and inspect Material relevant to any Project or the Administering Organisation's compliance with this Agreement or the Initiative; and
- iii. make copies of any such Material and remove those copies and use them for any purpose connected with this Agreement or the Initiative.

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

- (a) the provision of reasonable prior notice by the ARC; and
- (b) the Administering Organisation's reasonable security procedures.

29.3. If a matter is being investigated which, in the opinion of the ARC, or any person authorised in writing by the CEO, may involve an actual or apprehended breach of the law, clause 32.2 will not apply.

29.4. Upon receipt of reasonable written notice from the ARC, or any person authorised in writing by the CEO, the Administering Organisation must provide any information required by the Commonwealth for monitoring and evaluation purposes.

29.5. Nothing in this clause 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;
- (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.

29.7. This clause survives the expiration or earlier termination of this Agreement.

30. Reporting Requirements

30.1. The Administering Organisation must ensure that each Participating Organisation is provided with timely notice of progress made on the Project.

30.2. The Administering Organisation must submit the following reports to the ARC in accordance with this Agreement and the ARC Act, in the format required by the ARC, if specified.

30.3. End of Year Report

- (a) The Administering Organisation must submit an End of Year Report by 31 March in the year following each calendar year for which the Funding was awarded, in accordance with the instructions to be provided by the ARC each year. The form for this report will be made available by the ARC in RMS, with instructions on the [ARC website](#).
- (b) The End of Year Report will contain information on all expenditure for that year for the Project including:

- 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 or recovered.
- (c) Funds provided by the Commonwealth to the Administering Organisation which are not spent during the year of the Project Activity Period to which those funds were allocated may be carried over if approved by the ARC. If the Administering Organisation wishes any Funds to be carried over from one year to the next year, the Administering Organisation must request this approval in the End of Year Report for the calendar year for which those Funds were initially paid.
- (d) All unspent Funds are to be reported to the ARC. If a carryover is requested, it must include all unspent Funds allocated to the Project even if some Funds have been distributed to an Other Eligible Organisation through a Participating Organisation agreement.
- (e) Where a carryover is requested for 75 per cent or more of the Funds allocated for a calendar year (excluding any Funds carried over from the previous calendar year), additional justification must be provided.
- (f) Funds may be carried over more than 12 months only in exceptional circumstances and subject to approval by the ARC. Additional justification must be provided in this instance.

30.4. Progress Report

- (a) The Administering Organisation must submit two Progress Reports for each Project for each year of the Project Activity Period:
- i. Progress Report 1 will be due by 31 July, reporting for the previous six month period (1 Jan–30 Jun);
 - ii. Progress Report 2 will be due by 31 January, reporting for the previous six month period (1 Jul–31 Dec).
- (b) A form for the Progress Reports will be made available by the ARC. The Progress Report will seek details regarding the following matters:
- i. the extent to which the objectives of the Initiative and the Proposal have been met;
 - ii. a summary of research highlights and achievements;
 - iii. a summary of other outputs resulting from the use of the Funds, including any advances in knowledge and technologies;
 - iv. a statement setting out the Project's collaborative research, translation, dissemination and implementation of Research Outputs, and other activities undertaken with Participating Organisations;
 - v. the extent to which assessment, monitoring and verification of the Project's Research Outputs (including technologies), as stated in the Proposal, have been met;
 - vi. a statement of funding and/or other resources provided by the Participating Organisations, and any other sources of support;

- vii. details of the lodgement or reasons for non-lodgement of publications, data, specimens or samples with an appropriate repository, museum or archive in Australia, including at data.gov.au;
 - viii. any issues affecting the progress of the Project or its research, and a statement of mitigation strategies employed;
 - ix. a detailed activity plan for the next 12 months; and
 - x. any other matters which from time to time may be requested in writing by the ARC as matters which must be included in a Progress Report.
- (c) The ARC will review the Progress Report against the Initiative objectives as set out in the Grant Guidelines and the Proposal, or any revised research aims or research plan approved by the ARC. Should the information in a Progress Report be found to be inadequate or unsatisfactory, the ARC may contact the Project Leader to provide further information and/or a revised Progress Report.
- (d) Once a Progress Report has been submitted, the ARC may require a Project Leader to give a presentation/s on the progress of the Project as required.
- (e) If the ARC is not satisfied with the progress of a Project, the ARC may undertake a review of the Project and/or cease further payment of Funds until, in the opinion of the ARC, satisfactory progress has been made. If satisfactory progress is still not achieved within a reasonable time, the Funding may be terminated and any unspent Funds recovered by the ARC.
- (f) Unsatisfactory progress on any Project may be noted against any further Proposals under any ARC scheme submitted on behalf of the CIs and will be taken into account in the assessment of those Proposals.

30.5. Performance Reviews

- (a) A performance review of the Project may be undertaken at any time during the Project Activity Period.
- (b) A performance review may involve the consideration of documentation provided and/or a site visit or interview.
- (c) The review will evaluate a Project's performance against the Initiative Objectives outlined in the Grant Guidelines, the Project-specific objectives as set out in the Proposal, and the specific performance targets or milestones identified in the Proposal. The operations and governance of the Project will also be evaluated as part of the review. This evaluation may cover areas including, but not limited to:
 - i. the effectiveness of the Project in developing technologies in collaboration with industry;
 - ii. the effectiveness of the mechanisms used in the Project to assess, monitor and verify the research and technologies with a view to scaling up;
 - iii. the progress of the Project in developing technologies suitable for scaling up and field deployment;
 - iv. the effectiveness of the Project in building human capacity in this research field through supporting and mentoring students and postdoctoral researchers;
 - v. the quality and effectiveness of the Project's communication strategy; and
 - vi. the quality of the Project's operation, including governance, strategic

planning, and risk management.

- (d) The Administering Organisation must provide any reasonable assistance requested by the ARC to undertake the review including the provision of information listed in clause 30.5(c).
- (e) Funding for a Project may be terminated following a review if, in the opinion of the ARC, the Project is not performing or operating at a level expected of a Project supported through the ARC Special Research Initiative Scheme.

30.6. Final Report

- (a) Unless otherwise approved by the ARC, the Administering Organisation must ensure that Final Reports are provided for each Project within 12 months of the final payment of Funds by the ARC for the Project or within 12 months of the final ARC approved Project end date, whichever is the later. The form for this report will be made available by the ARC in RMS, with instructions on the [ARC website](#). The ARC may review the outcomes against the objective(s) of the Project as stated in the Proposal or any approved revised budget, aims or research plan.
- (b) The Final Report must justify why any Research Outputs from a Project have not been made openly accessible within 12 months from the date the Research Output was published. The Final Report must outline how data arising from the Project have been made publicly accessible on data.gov.au or another publicly accessible subject and/or institutional repository.
- (c) The ARC may also seek additional information about subsequent outputs and outcomes after submission of the Final Report.
- (d) If a Final Report is considered by the ARC to be inadequate or is not submitted on time, the Administering Organisation of the Project may be contacted for further information. If the ARC is not satisfied with the outcomes of the Project, this may be noted against any further Proposals under any ARC scheme submitted on behalf of any CI on the Project and may be taken into account in the assessment of those Proposals.
- (e) Proposals submitted under any ARC scheme on behalf of any CI on a Project for which the Final Report is outstanding may be deemed ineligible for approval of funding.

30.7. All reporting obligations must have been fulfilled to the satisfaction of the ARC in order for a participant to be eligible to be named on a Proposal for any further Project.

30.8. This clause survives the expiration or earlier termination of this Agreement.

31. Complaints and Allegations Relating to Research Integrity and Research Misconduct

31.1. All ARC-funded research projects must comply with the *ARC Research Integrity and Research Misconduct Policy*, which is available on the [ARC website](#). The ARC will enforce reporting requirements and take precautionary and consequential action, when required, under this policy.

31.2. The Administering Organisation must, in all cases, conduct any investigation or inquiry into any alleged research misconduct or breach of the *Australian Code for the Responsible Conduct of Research (2007)* in a manner that is consistent with the *Australian Code for the Responsible Conduct of Research (2007)*.

32. Australian Research Integrity Committee

32.1. The Administering Organisation must provide to the Australian Research Integrity Committee (ARIC) upon request, any documentation and information concerning allegations of its mishandling of internal reviews into alleged cases of research misconduct, and/or non-compliance with the *Australian Code for the Responsible Conduct of Research* (2007).

33. Insurance

33.1. The Administering Organisation agrees to maintain adequate insurance for as long as any obligations remain in connection with this Agreement and provide proof of insurance to the ARC upon request.

34. Dispute Resolution

34.1. The Parties agree not to initiate legal proceedings in relation to a dispute arising under this Agreement unless they have first tried and failed to resolve the dispute by negotiation.

34.2. The Parties agree to continue to perform their respective obligations under this Agreement when a dispute exists.

34.3. The Parties may agree to suspend performance of the Agreement pending resolution of the dispute.

34.4. Failing settlement by negotiation in accordance with this clause, the Parties may agree to refer the dispute to an independent third person with power to intervene and direct some form of resolution, in which case the Parties will be bound by that resolution. If the Parties do not agree to refer the dispute to an independent third person, either Party may initiate legal proceedings.

34.5. Each Party will bear their own costs in complying with this clause, and will share equally the cost of any third person engaged under this clause.

34.6. 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.

35. Termination of Funding for a Project

35.1. The ARC may immediately terminate Funding for a Project by notifying the Administering Organisation if:

- (a) the Administering Organisation commits any breach of this Agreement which the Commonwealth considers is not capable of remedy;
- (b) progress on the Project is not satisfactory, in the opinion of the ARC;
- (c) the ARC reasonably believes that one or more of the Funding conditions, as set out in this Agreement, have not been satisfied in relation to that Project;
- (d) the ARC receives notice that work on the Project will cease, or has ceased;
- (e) the ARC reasonably believes that it has received inaccurate, incomplete or misleading information in relation to that Project, including in the Proposal or in any report provided under this Agreement;
- (f) the ARC reasonably believes there is fraud, misleading or deceptive conduct on the part of the Administering Organisation, any Personnel or any Participating

Organisation in connection with the Project;

- (g) the Administering Organisation fails to comply with any additional ARC requirement or condition as notified under clause 2.2;
- (h) the Administering Organisation is unable to continue its role for any reason;
- (i) the Commonwealth terminates its commitment in the event of a change of government policy or other related government requirements; or
- (j) the ARC considers that the integrity of its grant selection processes, funding recommendations and/or funded research projects have been compromised as a result of the outcome of the investigation of research integrity and research misconduct complaints and allegations.

35.2. If the ARC terminates Funding for a Project under this clause:

- (a) the Administering Organisation must immediately take all available and reasonable steps to stop any further expenditure of Funding on the Project;
- (b) the Administering Organisation must provide the reports required by this Agreement within the timeframes specified in this Agreement, unless otherwise notified by the ARC; and
- (c) the ARC may recover all or any Funding for the Project in accordance with clause 4.3.

35.3. Any amount notified to the Administering Organisation as payable under this clause 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.

35.4. Subject to clause 21.4, after the expiration or termination of this Agreement the Administering Organisation retains ownership of all Assets purchased using the Funds.

36. Termination of Agreement

36.1. The ARC may immediately terminate this Agreement in writing by notifying the Administering Organisation if:

- (a) the ARC reasonably considers there is fraud, misleading or deceptive conduct on the part of the Administering Organisation, any Personnel or any Participating Organisation in connection with any or all Projects;
- (b) the Administering Organisation fails to comply as soon as possible with any additional ARC requirement or condition as notified under clause 2.2;
- (c) the Administering Organisation commits any breach of this Agreement that the ARC, acting reasonably, 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;
- (d) the Administering Organisation is unable to continue in its role for any reason;
- (e) the Administering Organisation commits any breach of this Agreement which the ARC, acting reasonably, considers is not capable of remedy; or
- (f) the Commonwealth terminates its commitment in the event of a change of government policy or other related government requirements.

36.2. If the ARC terminates this Agreement:

- (a) the Administering Organisation must immediately take all available and reasonable steps to stop any further expenditure of Funding on all Projects;
- (b) the Administering Organisation must provide the reports required by this Agreement, within the timeframes specified in this Agreement, unless otherwise notified by the ARC; and
- (c) the ARC will immediately stop payment of all Funding under this Agreement and may recover any unspent Funds as at the date of termination from the Administering Organisation and any Funds not spent as set out in this Agreement.

36.3. Any amount notified to the Administering Organisation as payable under this clause 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.

36.4. Subject to clause 21.4, after the expiration or termination of this Agreement the Administering Organisation retains ownership of all Assets purchased using the Funds.

37. Compliance with Law

37.1. The Administering Organisation agrees to comply with all Legislation applicable to the performance of this Agreement.

37.2. The Administering Organisation agrees, in carrying out its obligations under this Agreement, to comply with any of the Commonwealth's policies, as notified, referred, or made available by the Commonwealth to the Administering Organisation, (including by reference to an internet site).

37.3. The Administering Organisation acknowledges that:

- (a) It is aware that the *Criminal Code Act 1995* provides for offences which attract substantial penalties, including theft of Commonwealth property, deception, fraudulent conduct, bribery, falsification of documents, and the unauthorised and intentional access, destruction, alteration, addition or impediment to data stored in any computer in the course of performing this Agreement;
- (b) it is aware that giving false or misleading information is a serious offence under the *Criminal Code Act 1995*;
- (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 may be an offence under section 70 of the *Crimes Act 1914*;
- (d) it is aware of the provisions of section 79 of the *Crimes Act 1914* relating to official secrets;
- (e) it may have obligations under the *Workplace Gender Equality Act 2012* and it must comply with those obligations; and
- (f) it is aware of and compliant with its obligations under relevant work, health and safety laws.

37.4. The Administering Organisation undertakes with respect to any officer, employee, agent or subcontractor who will have access to documents, materials or information that prior to having access the officer, employee, agent and subcontractor will provide to the

Administering Organisation an acknowledgment of awareness of the provisions of the section.

37.5. The Administering Organisation shall at all times comply with the requirements of the *Age Discrimination Act 2004*, *Disability Discrimination Act 1992*, *Sex Discrimination Act 1984* and the *Racial Discrimination Act 1975*.

38. Liaison

38.1. Researchers should direct all queries regarding ARC Funding to their Administering Organisation's Research Office in the first instance. All communications from the Administering Organisation to the ARC or the Minister relating to the Funding should be made through the Responsible Officer of the Administering Organisation and should be directed to the ARC at the following address:

NCGP Major Investments team	Phone:	02 6287 6600
Australian Research Council	Fax:	02 6287 6638
	Email:	ARC-Centres@arc.gov.au

39. Applicable Law

39.1. This Agreement is governed by the laws of the Commonwealth of Australia.

SCHEDULE A

Special Conditions for the Special Research Initiative – PFAS Remediation Research Program

A1. Restrictions on Special Conditions

- A1.1 The Special Conditions stated in this Schedule, apply to Projects where approved Funds equal \$800,000 or more per year.
- A1.2 Projects where approved Funds are less than \$800,000 per year are required to meet only clauses A2.3 and A4.1 within this Schedule.

A2. Personnel

- A2.1 The Administering Organisation may appoint a person to be responsible for the strategic management of a Project. This person will have the title Project Manager. This role is not to be filled by the Project Leader. The ARC must be notified of the appointment, but ARC approval is not required for the appointment. The ARC must also be notified if the Project Manager leaves the Project, and of the appointment of any replacement Project Manager.
- A2.2 The Project Manager will be responsible for:
- (a) managing risks associated with the Project;
 - (b) developing and implementing a strategic plan;
 - (c) developing and implementing a communication strategy; and
 - (d) monitoring the overall progress of the Project, taking into consideration the aims and objectives of the Initiative.
- A2.3 Subject to the eligibility requirements stated in Funding Rules for other ARC schemes and clause 6.9 of this Agreement, personnel associated with a Project funded under the Initiative may apply for research funding, for Projects not associated with the Initiative, from other sources including other ARC schemes.

A3. Governance

- A3.1 The Project must have a risk management process. This process may be adapted from an existing process (such as one used by the Administering Organisation or a Participating Organisation), or a new process specifically developed for the Project.
- A3.2 The Project must establish, implement and publish a strategic plan. The strategic plan must be published within four months of the execution of the Funding Offer. The strategic plan should incorporate:
- (a) a clear plain language statement of the Project's purpose and vision;
 - (b) the expected outcomes of the Project's research through the Project Activity Period, and indicators of success in achieving these (taking into consideration the aims, objectives and selection criteria of the Initiative);
 - (c) research translation strategies;
 - (d) current and future opportunities for collaboration with end-users, industry, communities and government; and

- (e) opportunities for involvement in future collaborative research and/or technology development/enhancement.

A3.3 The Project must develop and implement a communication strategy to ensure appropriate, relevant and timely communication with all interested parties. The communication strategy must be developed within four months of the execution of the Funding Offer and must be approved by the ARC before its implementation. This communication strategy should be developed in consultation with Participating Organisations and should incorporate:

- (a) mechanisms and options for communication/consultation with Participating Organisations, especially Partner Organisations;
- (b) mechanisms and options for communication/consultation with Federal, State and local governments;
- (c) mechanisms and options for communication/consultation with the wider community, especially affected communities;
- (d) appropriate media and communication strategies, including guidelines on information/data release, on consistency, and for announcement of research outcomes; and
- (e) as far as practicable, possible timelines for communication/consultation periods or events.

A3.4 The Administering Organisation may appoint one or more people to provide strategic advice on a Project's operation, links between academia, end-users, industry and government, and translation of research outcomes. This person, or people, must not be participating in the Project as a CI or PI.

A4. Assets

A4.1 The ARC must approve any expenditure on equipment items estimated to cost between \$50,000 and \$149,999 prior to purchasing. The ARC will not approve any expenditure on equipment items estimated to cost in excess of \$150,000.