



**Australian Government**  

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**Australian Research Council**

## Funding Agreement

between the

**Commonwealth of Australia**  
as represented by the  
**Australian Research Council**

and

{ { Organisation } }

regarding funding for schemes under the  
*Linkage Programme*

*ARC Centres of Excellence  
commencing in 2017*

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## Parties and 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

{{Organisation}} ('the Administering Organisation')

WHEREAS:

- A. The Commonwealth through the ARC operates the *ARC Centres of Excellence* scheme under the Linkage Programme ('the Scheme');
- B. The Commonwealth accepts that the Administering Organisation is an eligible body for the purposes of the Scheme, and the Commonwealth may provide financial assistance to enable the Administering Organisation to conduct the research activities undertaken by an ARC Centre of Excellence, including the approved Funding elements, being that described in Schedule A;
- 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:**

### 1. Definitions

In this Agreement, unless the contrary intention appears:

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

**Administering Organisation** means an Eligible Organisation which submits a Proposal for funding and which is responsible for the administration of the Funding under this Funding Agreement.

**Annual Report** means the report described in clause 29.3.

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

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

**ARC website** is [www.arc.gov.au](http://www.arc.gov.au).

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

**Cash Contribution** means the cash from an organisation provided to support the Centre.

**Centre** means the entity, listed in Schedule A, conducting and managing the research activities as set out in a Centre Proposal or in any revised research aims or Research Programme submitted by the Administering Organisation and approved by the ARC.

**Centre Director (CD)** means a person named in Schedule A with primary responsibility for a Centre and is appointed to lead a Centre as set out in Schedule B of this Agreement, and who meets the eligibility criteria stated in section B9.2 of the Funding Rules.

**Centre Participant** means Specified Personnel, an employee of a Centre or a person who is formally associated with a Centre.

**Centre Proposal** means the application for an ARC Centre of Excellence which was lodged with the ARC and given the Project ID listed in Schedule A.

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

*Funding Agreement for ARC Centres of Excellence commencing in 2017*

**Chief Investigator (CI)** means a person or persons named in Schedule A as Chief Investigator for a Centre, and who meets the eligibility criteria stated in section B9.3 of the Funding Rules.

**Chief Operating Officer (COO)** means a person named in Schedule A who is appointed to manage and facilitate the administrative operations of a Centre.

**Commencement Date** means the specific date on which Funding commences, as stated in the Funding Rules.

**Commonwealth** means the Commonwealth of Australia.

**Commonwealth Entity** has the meaning 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 Centre. The *ARC Conflict of Interest and Confidentiality Policy* is available on the ARC [website](#).

**Department** means the Commonwealth Department of Education and Training.

**Director** means a Centre Director who leads a Centre.

**Eligible Organisation** means an organisation listed in section A15 of the Funding Rules.

**End of Year Report** means the report described in clause 29.4.

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

**Final Report** means the report described in clause 29.5.

**FTE** means full-time equivalent.

**Funding** or **Funds** means the amount or amounts payable under this Agreement for a Centre as set out in Schedule A.

**Funding Agreement** or **Agreement** means this document.

**Funding Period** means the approved period set out in Schedule A for a Centre, or as otherwise approved by the ARC.

**Funding Rules** means the *Funding Rules for schemes under the Linkage Programme for the year 2017—ARC Centres of Excellence*.

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

**In-kind Contribution** means a contribution of goods, services, materials and/or time to a Centre from an individual, business or organisation.

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

**Key Performance Indicators (KPIs)** means a set of quantifiable measures that ARC Centres of Excellence use to monitor and report on progress of research outcomes.

**Linkage Programme** refers to the schemes funded under the Linkage Programme of the NCGP which includes *ARC Centres of Excellence*, 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 Programme*.

**NHMRC** means the National Health and Medical Research Council.

**Node** means the separate locations of a Centre at an Administering Organisation, Other Eligible Organisation(s) or Partner Organisation(s) at which the Research Programme is undertaken.

**ORCID** identifier means a persistent digital identifier for an individual researcher, available via the ORCID website at [www.orcid.org](http://www.orcid.org).

**Other Eligible Organisation** means an Eligible Organisation which is not the Administering Organisation, but is named in Schedule A as a contributor to a Centre.

**Participating Organisation** means the Administering Organisation, Other Eligible Organisations and Partner Organisations associated with a Centre.

**Partner Investigator (PI)** means a person named in Schedule A as Partner Investigator for a Centre, and who meets the eligibility criteria stated in section B9.4 of the Funding Rules.

**Partner Organisation** means an organisation which is not an Eligible Organisation, but is named in Schedule A as a contributor to a Centre.

**Personnel** means those persons involved in the conduct of a Centre.

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

**Research Impact** means the demonstrable contribution that research makes to the economy, society, culture, national security, public policy or services, health, the environment, or quality of life, beyond contributions to academia.

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

**Research Programme** means the research projects and themes outlined in a Centre Proposal and approved by the Minister to receive Funding from the ARC in accordance with the Funding Rules, or any revised Research Programme submitted by the Administering Organisation and approved by the ARC.

**Responsible Officer** means the Vice-Chancellor or other corporate head of the Administering Organisation or an officer nominated by her/him.

**RMS** means the ARC's online Research Management System.

**Scheme** has the meaning given in Parties and Recitals.

**Scheme Coordinator** means the occupant from time to time of the position of Scheme Coordinator (*Centres Scheme*) in the ARC, or any other person to whom the administration of the *ARC Centres of Excellence* scheme may be allocated.

**Special Condition** means the conditions specified in the Agreement which govern the use of Funding provided by the ARC.

**Specified Personnel** means the Personnel named in Schedule A to perform the Research Programme of a Centre.

**UA** means Universities Australia.

## **2. Interpretation**

2.1 In this Agreement, unless the contrary intention appears:

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

2.2 This Agreement 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.

### **3. Entire Agreement and Variation**

- 3.1 This Agreement, including Schedules, the Funding Rules and the Centre Proposal, constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement.
- 3.2 Notwithstanding clause 3.1, the ARC 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 with the ARC, comply (or procure compliance) with any other conditions or requirements notified by the ARC from time to time. In the event of any inconsistency between this Agreement and any such further requirements or conditions, the Administering Organisation will not be taken to have breached this Agreement where it has acted consistently with any further requirements or conditions notified under this clause.
- 3.3 If any part of this Agreement conflicts with any other part, that part higher in the following list shall take precedence:
  - (a) the terms and conditions contained in the clauses of this Agreement;
  - (b) the Schedules;
  - (c) the Funding Rules; and
  - (d) the Centre Proposal.
- 3.4 The Administering Organisation and the ARC may agree to vary this Agreement. Other than as expressly provided for in this Agreement, any variation to this Agreement must be agreed and approved by both parties.
- 3.5 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 a Centre to abide by the terms and conditions of this Agreement.

#### **4. Term of Agreement and Funding Period**

- 4.1 This Agreement takes effect on the date it has been executed by the Administering Organisation and the ARC, and continues to operate until all parties have fulfilled their obligations under this Agreement.
- 4.2 Subject to clauses 4.3 and 5 of this Agreement, the period of funding is the Funding Period unless the Funding is terminated earlier in accordance with this Agreement.
- 4.3 The Funding Period for any Centre is indicative only of the intent of the Minister at the time of making the offer of Funding and is not binding on the ARC. In the event that the ARC subsequently makes a determination under section 54 of the ARC Act to vary the Funding, this Agreement will continue to apply to any Centre granted funding under such a determination.

#### **5. Payment of Funding**

- 5.1 Subject to the provisions of the ARC Act, the terms of this Agreement and sufficient funding being available for the Scheme, the ARC will pay the approved amount of Funds to the Administering Organisation for a Centre, which is exclusive of any GST which may be imposed on the supply, in progressive monthly instalments in accordance with Schedule A.
- 5.2 Where the invoice relates to a taxable supply made under this Agreement, the invoice must comply with the requirement for a tax invoice as defined in the GST Act.
- 5.3 All Funding for a Centre is subject to the following conditions:
- (a) that a Centre commence in accordance with clause 11 or by any later date approved by the ARC under clause 12;
  - (b) that the Centre Director (or any replacement person approved by the ARC under clause 14) lead and coordinate a Centre at all times during the Funding Period, including by having direct responsibility for the strategic decisions and communications of the results of the Centre;
  - (c) that the Administering Organisation conduct a Centre's Research Programme substantially in accordance with the 'Programme Description' contained in the Centre Proposal, or in the event of any variation to a Centre's Research Programme, in accordance with the description, aims and research plans as otherwise approved by the ARC;
  - (d) that the Administering Organisation spend all Funds paid under this Agreement for a Centre substantially in accordance with the 'Programme Cost' stated in the Centre Proposal 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 Funding Rules;
  - (e) that the Administering Organisation only receive Funding under this Agreement to which it is properly entitled;
  - (f) that the Administering Organisation enter into and maintain an agreement or agreements with all other Participating Organisations which meet the requirements under clause 9;
  - (g) that the Administering Organisation submit on time all reports required under this Agreement, in the form and with content satisfactory to the ARC;
  - (h) that the progress of a Centre is satisfactory in the opinion of the ARC;
  - (i) that all information contained in the Centre Proposal and all reports required by this Agreement being 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, e.g. describing a paper as being 'in press' or accepted when it has only been submitted;

- (j) that all Specified Personnel (or any new or replacement person or persons approved by the ARC under clause 14), at all times during her/his participation in a Centre meet the eligibility criteria as set out in the Funding Rules, including by having responsibility for strategic decisions and communication of results for the Centre;
- (k) that the ARC is advised in a timely manner if any Specified Personnel are not able to participate in a Centre at any time after the Commencement Date and until the end of the Funding Period and that any change to Specified Personnel is approved by the ARC in accordance with clause 14;
- (l) that for the duration of the Funding Period, the Administering Organisation is advised of any actual or potential Conflicts of Interest of parties involved in a Centre which have the potential to influence or appear to influence the research and/or activities related to the Centre;
- (m) that the Administering Organisation has documented and established processes in place for managing Conflicts of Interest in accordance with the NHMRC/ARC/UA *Australian Code for the Responsible Conduct of Research (2007)* and that these processes are implemented as required;
- (n) 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 for a Centre under this Agreement;
- (o) that there is no duplication of Commonwealth funding for the research and/or activities funded for a Centre under this Agreement;
- (p) that the Administering Organisation is responsible for any and all taxation implications associated with receiving the Funds;
- (q) that the funding commitments made by the Participating Organisations meet the requirements as set out in this Agreement and the Funding Rules; and
- (r) that the Administering Organisation comply with any other requirements or conditions imposed by the ARC in connection with any Funding covered by this Agreement.

5.4 If the Administering Organisation does not meet any one or more of the conditions listed in clause 5.3 in respect of a Centre, the ARC may do any or all of the following:

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

5.5 The ARC shall have the right to unilaterally vary the amounts for any or all Centres, including through a determination under section 54 of the ARC Act.

5.6 Where the ARC exercises its right under clause 5.3, 5.4 or 5.5 above, it shall inform the Administering Organisation of the variation within 30 days of that variation being made.

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

5.8 The ARC requires Administering Organisations to inform the ARC when significant problems occur with an ARC-funded Centre and/or with any serious matters concerning associated Specified Personnel. Such matters should be directed to the ARC Centres team.

## **6. Use of the Funding**

- 6.1 The Administering Organisation must not use the Funding for purposes specifically excluded in:
- (a) this Agreement; or
  - (b) the Funding Rules.

### **Activities, Facilities and Types of Work**

- 6.2 The Administering Organisation will ensure that a Centre is carried out in accordance with this Agreement in a diligent and competent manner. In addition, a Centre's Research Programme will be conducted in accordance with the 'Programme Description' contained in the Centre Proposal, or in any revised research aims or Research Programme submitted by the Administering Organisation and approved by the ARC.
- 6.3 The Administering Organisation must ensure that a Centre's expenditure is in accordance with the 'Programme Description', 'Programme Cost' and 'Budget Justification' contained in the Centre Proposal, or in any revised budget, aims and Research Programme submitted by the Administering Organisation and approved by the ARC.
- 6.4 Where Funding for a Centre is less than was requested in the 'Programme Cost' contained in the Centre Proposal and as a result the Centre's Research Programme would not be able to be conducted in accordance with the 'Programme Description' contained in the Centre Proposal, the Administering Organisation, in consultation with the Centre Director, must submit a revised budget and Research Programme to the ARC for approval.
- 6.5 The Administering Organisation must provide the basic facilities required for a Centre, as set out in the Funding Rules.
- 6.6 The Administering Organisation must provide the resources, as specified in the Centre Proposal, to allow a Centre to operate, unless otherwise approved by the ARC.
- 6.7 The Administering Organisation must ensure that Personnel, including Specified Personnel (or any new or replacement person(s) approved under clause 14), have adequate time to participate in a Centre.
- 6.8 The Funding must not be used to fund any research and/or activity which is, or will be, funded from other Commonwealth sources, unless otherwise approved by the ARC. The ARC will examine possible duplication of Commonwealth funding as part of its consideration and approval of any revised Research Programme.
- 6.9 If any other Commonwealth funding is approved for any research and/or activity which is similar to research or activities being conducted by a Centre, the ARC must be notified immediately, and the ARC may consider whether or not to terminate or recover Funding.

### **Provision of Salaries**

- 6.10 Funds may be used by the Administering Organisation to employ Personnel, other than the Centre Director, Chief Investigators or Partner Investigators, where provision for such was contained in the Centre Proposal and subject to the conditions set out in Schedule B. They may be employed full-time or part-time as required.
- 6.11 When recruiting and employing Personnel, other than the Centre Director, Chief Investigators or Partner Investigators, where provision for such Personnel was included in the Centre Proposal, the Administering Organisation will:
- (a) follow its normal recruitment procedures;
  - (b) be responsible for salaries, recreation leave, sick leave and other conditions of employment;

- (c) be responsible for the on-costs provisions beyond the ARC contribution of 30 per cent (for example, extended periods of leave, severance pay, etc. must not be provided from ARC funds); and
  - (d) ensure that a person who is studying full-time for a postgraduate degree or other postgraduate qualification shall be informed of and comply with the institution's policies on work unrelated to the course of study.
- 6.12 The Administering Organisation must ensure that any Personnel who are employed full-time in a Centre, and whose salary is provided from the Funding, shall not, without prior agreement from the ARC, accept any remuneration whatsoever from any source other than the Administering Organisation in respect of work performed in a Centre.
- 6.13 Notwithstanding clause 9.2 below, the Administering Organisation may expend up to \$100,000 from the Funding in the first year of the Funding Period to pay the salary of a Chief Operating Officer or other senior administrative personnel before all Participating Organisation agreements are executed.
- 6.14 To use the Funding as set out in clause 6.13, the Chief Operating Officer or senior administrative personnel employed by the Administering Organisation must assist the Centre Director and Administering Organisation in the establishment of the Centre. Funding expended for this purpose may not be used for any other aspect of a Centre's operations, as set out in clause 9.2.

## **7. Over-expenditure by the Administering Organisation**

- 7.1 Any Centre expenditure incurred by the Administering Organisation, additional to the approved amount for that Centre as set out in Schedule A, or as otherwise varied by the ARC, is the responsibility of the Administering Organisation. The ARC 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 may be recovered by the ARC under paragraph 58(1)(c) of the ARC Act. Any amount of Funding paid to the Administering Organisation which exceeds the amount that is properly payable to it may be recovered under paragraph 58(1)(d) of the ARC Act.
- 8.2 The ARC 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 will provide all other Participating Organisations with a copy of this Agreement within a reasonable time after the execution of the Agreement.
- 9.2 The Administering Organisation must not allow a Centre to commence, nor Funding to be expended, until it has entered into an agreement, or agreements, with all other Participating Organisations in accordance with this clause 9.
- 9.3 The Administering Organisation may enter into a single agreement with multiple organisations or a single agreement with a single organisation as appropriate.
- 9.4 The agreement, or agreements, must be entered into before the final date of commencement as stated in clause 11 or by any later date as approved by the ARC under clause 12,
- 9.5 Evidence of agreement to participate in a Centre is to be retained by the Administering Organisation and must be made available if requested by the ARC.
- 9.6 The agreement, or agreements, must satisfy the requirements of this clause 9 at all times during the Funding Period for a Centre.

- 9.7 An agreement, or agreements, entered into by the Administering Organisation with all other Participating Organisations must include provisions which:
- (a) state the role and contribution to a Centre’s Research Programme of each Participating Organisation;
  - (b) state the financial commitment from each Participating Organisation;
  - (c) confirm compliance with the requirements related to Participating Organisations as stated in the Funding Rules;
  - (d) are consistent with the details in the Centre Proposal, except as set out in clause 9.8;
  - (e) confirm the participation of Specified Personnel;
  - (f) outline the payment of salaries for Personnel;
  - (g) grant fair access to resources for Personnel;
  - (h) describe the Intellectual Property (IP) arrangements that apply to the IP each party brings to a Centre (‘background IP’), as well as to the outcomes or results generated by a Centre (‘Centre IP’). Such arrangements must take into account the maximisation of benefits to Australia and must comply with the *National Principles of Intellectual Property Management for Publicly Funded Research*;
  - (i) 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 Centre IP when a Participating Organisation withdraws from the Centre or when a Partner Organisation is closed down, dissolved, liquidated or sold; 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 Funding Rules.
- 9.8 The Administering Organisation must ensure that each Participating Organisation provides funding and other contributions as set out in the Centre Proposal, subject to the following conditions:
- (a) where Funding for a Centre is allocated at 90 per cent or more of the amount requested in the Centre Proposal, funding from the Participating Organisations must be provided as committed by those organisations in the Centre Proposal; and
  - (b) where Funding for a Centre is less than 90 per cent of the amount requested in the Centre Proposal, Participating Organisations may reduce their funding as committed in the Centre Proposal. This reduction must be at a proportion equivalent to or greater than the proportion of Funding provided.
- 9.9 Once an agreement, or agreements, between the Administering Organisation and all other Participating Organisations has been entered into, the Administering Organisation must provide a *Participating Organisation Agreed Contribution Report (POACR)* to the ARC. The POACR should state the agreed contributions to a Centre from each Participating Organisation.
- 9.10 If an agreement, or agreements, between the Administering Organisation and another Participating Organisation is revised to vary the funding provided by any Participating Organisation, to vary the Specified Personnel or to vary a Participating Organisation, the Administering Organisation must notify the ARC through a revised POACR or a *Variation of Funding Agreement (VFA)*, as set out in clauses 10.3, 10.4 and 10.5.

## **10. Default of Other Eligible Organisation or Partner Organisation**

- 10.1 The Administering Organisation must notify the ARC if any other Participating Organisation wishes to reduce or withdraw its support for a Centre. This notification must be

provided to the ARC within 90 days of the advice being received by the Administering Organisation. The Administering Organisation may attempt to find a replacement Participating Organisation for a Centre, or modify remaining Participating Organisation arrangements. A variation to the requirements stated in clause 9.8 will be considered only in exceptional circumstances and must include a detailed explanation on the inability of the organisation to comply.

- 10.2 The Administering Organisation must notify the ARC if the Administering Organisation receives notice or reasonably believes that any other Participating Organisation is in default of any of its obligations under an agreement entered into under clause 9. This notification must be provided to the ARC within 90 days of the default being identified by the Administering Organisation. The Administering Organisation may attempt to find a replacement Participating Organisation for the Centre, or modify remaining Participating Organisation arrangements.
- 10.3 The notification to the ARC, requesting approval of a variation, must include:
- (a) a completed VFA 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.
- 10.5 A VFA is required when a variation to current Participating Organisations is sought, such as a 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 reducing 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 the new or replacement Participating Organisation to contribute to a Centre;
  - (d) advise any removal, replacement or addition of Specified Personnel as a result of the withdrawal and/or replacement of a Participating Organisation;
  - (e) provide a curriculum vitae and a brief statement of the role any new or replacement Specified Personnel will play in a Centre; and
  - (f) confirm that the new or replacement Participating Organisation has agreed to support any Specified Personnel and/or provide funding or other contributions, if any, to a Centre.
- 10.6 Any new or replacement Other Eligible Organisation or Partner Organisation must meet the eligibility criteria for organisations as set out in the Funding Rules.
- 10.7 Any new or replacement Specified Personnel must meet the eligibility criteria for researchers as set out in the Funding Rules.
- 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.
- 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 operations of the Centre. In exceptional circumstances only, the ARC may terminate the Centre or this Agreement in accordance with clause 36.

## **11. Commencement of a Centre**

- 11.1 A Centre must commence operations by 30 June 2017 unless commencement has been deferred to a later date approved by the ARC, as stated in clause 12.
- 11.2 As noted in the Funding Rules, Funding commences with effect on the Commencement Date.

## **12. Deferment of Commencement of a Centre**

- 12.1 If the Administering Organisation wishes to defer commencement of a Centre beyond 30 June 2017, a completed VFA must be submitted by the Administering Organisation before 30 June 2017. The deferral request must justify the proposed deferral in terms of special circumstances.
- 12.2 The Administering Organisation must not defer commencement of a Centre unless the Administering Organisation has received approval from the ARC.
- 12.3 Except in exceptional circumstances, the ARC will not approve a Centre commencement beyond 31 October 2017. The ARC may terminate and/or recover Funding for any Centre which has not commenced by 31 October 2017.

## **13. Specified Personnel**

- 13.1 The Administering Organisation will ensure that all Specified Personnel will participate in a Centre in a diligent and competent manner, and will comply with this Agreement.
- 13.2 The Administering Organisation will provide all Specified Personnel with a copy of this Agreement within a reasonable time after the commencement of Funding.
- 13.3 The Administering Organisation must ensure that, unless otherwise approved by the ARC, all Specified Personnel named in Schedule A meet the criteria as set out in the Funding Rules for the full term of their participation in a Centre.
- 13.4 The Administering Organisation warrants that, through an agreement or agreements as set out in clause 9.7, all Specified Personnel have confirmed their participation in a Centre and have the approval of their employing organisation to do so.

## **14. Change of Specified Personnel**

- 14.1 The Administering Organisation must notify the ARC as soon as possible of any variation to a Centre's Specified Personnel at any time during the Funding Period.
- 14.2 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.
- 14.3 If, at any time after the Commencement Date and during the Funding Period, the Centre Director is unable to continue in this role through death, incapacity, resignation, withdrawal or by being granted a leave of absence greater than two months, a Centre may be continued under another Director provided that:
- (a) he/she meets the eligibility requirements for a Centre Director as set out in the Funding Rules;
  - (b) a completed VFA request is submitted by the Administering Organisation to the ARC seeking approval for a variation to this Agreement; and
  - (c) the request is approved by the ARC.

- 14.4 The request to the ARC, as set out in clause 14.3, must include:
- (a) the reason for the departure of the current Centre Director;
  - (b) a curriculum vitae of the proposed replacement Centre Director;
  - (c) agreement from the proposed replacement Centre Director to undertake the role;
  - (d) confirmation by the Administering Organisation that it has obtained agreement from all other Participating Organisations to the appointment of the proposed replacement Director; and
  - (e) an explanation of the Centre's continued operation under the proposed replacement Centre Director, including, but not limited to, arrangements for the management of the Centre and administration of the Funding.
- 14.5 When the ARC receives notice that the Centre Director is unable to continue in this role, the Scheme Coordinator will undertake a review of the Centre and its activities to examine the research planning and management arrangements of the Centre. The Administering Organisation must provide any reasonable assistance requested by the ARC to undertake the review.
- 14.6 The review undertaken as set out in clause 14.5 may involve a site visit or an interview with the proposed Centre Director, and the consideration of documentation provided as set out in clause 14.4. The ARC reserves the right to request additional information in relation to the proposed replacement Centre Director and the on-going operations of the Centre.
- 14.7 If, at any time during the Funding Period, a Chief Investigator or Partner Investigator is unable to continue in this role, he/she may be replaced by a new Chief Investigator or Partner Investigator provided that:
- (a) he/she meets the eligibility requirements for a Chief Investigator or Partner Investigator as set out in the Funding Rules;
  - (b) a completed VFA request is submitted by the Administering Organisation to the ARC seeking approval for a variation to this Agreement; and
  - (c) the request is approved by the ARC.
- 14.8 The request to the ARC, as set out in clause 14.7, must include:
- (a) a curriculum vitae of the proposed Chief Investigator or Partner Investigator;
  - (b) agreement from the proposed Chief Investigator or Partner Investigator to undertake the role; and
  - (c) a brief explanation of the role, responsibilities and suitability of the Chief Investigator or Partner Investigator to participate in a Centre.
- 14.9 New Chief Investigators or Partner Investigators may be appointed to participate in a Centre subject to the requirements as set out in clauses 14.7 and 14.8.
- 14.10 If, at any time during the Funding Period, a Chief Operating Officer is unable to continue in this role, he/she may be replaced by a new Chief Operating Officer provided that:
- (a) a completed VFA request is submitted by the Administering Organisation to the ARC seeking approval for a variation to this Agreement; and
  - (b) the request is approved by the ARC.
- 14.11 The request to the ARC, as set out in clause 14.10, must include:
- (a) a curriculum vitae of the proposed Chief Operating Officer;
  - (b) agreement from the proposed Chief Operating Officer to undertake the role; and
  - (c) a brief explanation of the functions the proposed Chief Operating Officer will undertake in the Centre.

14.12 If the Administering Organisation does not comply with the requirements set out in clauses 14.3, 14.4 and 14.5, or the ARC does not approve the appointment of a replacement Centre Director, the Centre may be terminated and any unspent Funds recovered by the ARC.

## **15. Transfer of a Centre**

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

15.2 If, at any time during the Funding Period, the Administering Organisation becomes aware that a Centre proposes to transfer its operations to another Eligible Organisation ('the recipient Eligible Organisation'), the Administering Organisation must notify the ARC as soon as possible.

15.3 The notification to the ARC, as set out in clause 15.2 above, 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 funding 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 Funding Rules;
- (c) the eligibility and accountability requirements set out in the Funding Rules and the terms and conditions of this Agreement will be met;
- (d) the proposed transfer of the Centre will not adversely affect the collaboration, critical mass and research capability developed at the Administering Organisation;
- (e) there is sufficient time available during the remainder of the Funding Period to continue building collaboration, critical mass and research capability at the recipient Eligible Organisation;
- (f) the research already undertaken will not be put at risk as a result of the proposed transfer; and
- (g) Centre Personnel and the administration of the Funding will not be adversely affected by the proposed transfer.

15.4 When the ARC receives notice that a Centre proposes to transfer its operations to another Eligible Organisation, the Scheme Coordinator will undertake a review of the Centre and its activities to examine the research planning and management arrangements of the Centre, the Administering Organisation and the recipient Eligible Organisation. The Administering Organisation and the recipient Eligible Organisation must provide any reasonable assistance requested by the ARC to undertake the review.

15.5 The ARC will have regard to the circumstances surrounding the proposed transfer and may approve the transfer subject to such conditions as the ARC considers appropriate.

15.6 If the transfer is approved by the ARC, unspent Funds and indicative Funding for the Centre and any Assets as set out in clause 21.5 will be provided to the recipient Eligible Organisation, subject to clause 15.7 below.

15.7 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 Centre and pay the ARC such unspent Funds;



- iii. report expenditure of Funding for the Centre 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, Funding 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 Centre after the transfer in its End of Year Report and identify the transfer in that Report.

15.8 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.

15.9 The Centre and any equipment purchased with either the Funding or contributions from other Participating Organisations must not be transferred to the recipient Eligible Organisation until ARC approval for the transfer of Funding is granted.

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

## **16. Relinquishment of a Centre**

16.1 The relinquishment of a Centre will be considered only in exceptional circumstances.

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

16.3 The Administering Organisation must notify the ARC as soon as possible should it choose to relinquish a Centre. 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 Centre is being relinquished;
- (c) evidence of agreement from all Specified Personnel and all Other Eligible Organisations and Partner Organisations agreeing to the relinquishment; and
- (d) the amount of unspent Funds to be recovered by the ARC.

## **17. Negation of Employment by the Commonwealth**

17.1 Specified Personnel and other Personnel or any of the Participating Organisations must not represent themselves as being employees, partners or agents of the Commonwealth, or as otherwise able to bind or represent the Commonwealth.

17.2 Specified Personnel and other Personnel or any of the Participating Organisations shall not by virtue of this Agreement be or be deemed to be, employees, partners or agents of the Commonwealth, or as having any power or authority to bind or represent the Commonwealth.

## **18. Conduct of Research**

18.1 A Centre 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.

- 18.2 The Administering Organisation must ensure that a Centre operating under this Agreement will not proceed without appropriate ethical clearances from the relevant committees and/or authorities referred to in Schedule C or prescribed by the Administering Organisation's research rules. Responsibility for ensuring that such clearances have been obtained remains with the Administering Organisation.
- 18.3 A Centre must, unless otherwise approved by the ARC, 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); and
  - (f) as applicable, the *Australian Code for the care and use of animals for scientific purposes* (2013) endorsed by the NHMRC, the ARC, the Commonwealth Scientific and Industrial Research Organisation and UA.
- 18.4 All parties involved in, or associated with, a Centre are required to disclose to the ARC and the other parties involved in the Centre, any actual or potential Conflict of Interest which have the potential to influence, or appear to influence, the research and activities or operations of the Centre, publications and media reports, or requests for funding related to the Centre.
- 18.5 If the Administering Organisation or any Specified Personnel become aware of any actual or potential Conflict of Interest relating to parties involved in a Centre, the Administering Organisation must:
- (a) notify the ARC immediately of the nature and details of the Conflict of Interest; and
  - (b) have documented and established processes in place for managing the actual or potential Conflict of Interest for the duration of the Centre 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.
- 18.6 If the Administering Organisation or any Specified Personnel has failed to disclose a Conflict of Interest, the ARC may do any of the things as set out in clause 5.4.

## **19. Material Produced Under this Agreement and Dissemination of Research Outputs**

- 19.1 The Administering Organisation must establish and comply with its own procedures and arrangements for the ownership of all Material produced as a result of any research 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 a Centre;
  - (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, a Centre; and

(c) include details of the lodgement or reasons for non-lodgement in the Annual Reports and the Final Report for a Centre.

19.3 Publication and dissemination of Centre outputs and outreach activity costs may be supported as set out in the Funding Rules.

19.4 *ARC Centres of Excellence* must comply with the ARC Open Access Policy. In accordance with this policy, any publications arising from an *ARC Centre of Excellence* must be deposited into an open access institutional repository within a 12 month period from the date of publication. When depositing publications in an institutional repository the ARC Project ID should be included in the metadata. The ARC strongly encourages the depositing of data arising from *ARC Centres of Excellence* in an appropriate publicly accessible discipline and/or institutional repository. These outputs from *ARC Centres of Excellence* should also be considered in the context of Research Impact. Clauses 29.3 and 29.5 state the requirements for reporting this information to the ARC.

19.5 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 the Centre Director and Chief Investigators agree to assess up to 20 new proposals for ARC funding per annum for each year of the Funding Period, if requested by the ARC.

20.2 If the ARC determines that a Centre Director and/or Chief Investigator has failed to meet the obligation to assess as set out in clause 20.1, the ARC will notify the Administering Organisation of that failure.

20.3 If the Centre Director and/or Chief Investigator does not undertake the assessments as requested, within a period specified by the ARC in the notification referred to in clause 20.2 above, the Administering Organisation will be considered to be in breach of this Agreement and Funding for the Centre in which the Centre Director and/or Chief Investigator participate 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 achieving Centre objectives and Key Performance Indicators (KPIs) for the duration of the Funding Period.

21.2 The Administering Organisation and Other Eligible Organisations shall establish and comply with their own procedures and arrangements for purchasing, installing, recording, maintaining and insuring all items of equipment purchased with the Funds.

21.3 The Participating Organisations must, so far as is practicable, ensure that Centre Personnel have priority access to equipment purchased for a Centre in preference to other personnel.

21.4 During periods when equipment purchased for the Centre is not in active use by Centre Personnel for the Centre research programme, at the discretion of the Centre Director or delegate it may be utilised by other personnel for projects to promote academic and industrial collaboration where appropriate. This additional use must not detrimentally affect Centre objectives.

21.5 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 or one of the Other Eligible Organisations, located on its campus and listed in its assets register unless:

- (a) otherwise specified in the Centre Proposal;
- (b) a Centre is terminated, in which case the Commonwealth may, by notice in writing, require the transfer of any such item of equipment to the Commonwealth; or
- (c) a Centre is transferred to another organisation as set out in clause 15. In such a case, subject to the agreement of the Administering Organisation and the recipient Eligible

Organisation under that clause, the equipment purchased with the Funds for the relevant Centre may be transferred as set out in clause 15.9.

## **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 research. The Administering Organisation should ensure that key Centre Personnel (such as the Centre Director, Chief Operating Officer or any Centre senior management group established within the Centre) are familiar with the current intellectual property landscape for the Centre. The ARC makes no claim on the ownership of Intellectual Property brought into being as a result of a Centre's research for which Funding is provided.
- 22.2 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.
- 22.3 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 in respect of any infringement (or alleged infringement) of Intellectual Property rights by the Administering Organisation, its employees, agents or subcontractors in the course of, or incidental to, conducting a Centre, or the use by the Commonwealth of reports provided by the Administering Organisation under this Agreement.
- 22.4 The indemnity referred to in clause 22.3 survives the expiration or termination of this Agreement.

## **23. Protection of Personal Information**

- 23.1 The Administering Organisation agrees with respect to all activities related to, or in connection with, the performance of a Centre or in connection with this Agreement:
- (a) to comply with the Australian Privacy Principles as set out in Schedule 1 of the *Privacy Act 1988*;
  - (b) to co-operate with any reasonable demands or inquiries made by the Privacy Commissioner or the CEO in relation to the management of personal information by the Administering Organisation, or breaches, or alleged breaches, of privacy;
  - (c) 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 referred to in paragraph (a) above;
  - (d) to comply with any policy guidelines laid down by the Commonwealth or issued by the Privacy Commissioner from time to time relating to the handling of personal information;
  - (e) to comply with any reasonable direction of the CEO to observe any recommendation of the Privacy Commissioner relating to any acts or practices of the Administering Organisation that the Privacy Commissioner considers to be a breach of obligations in paragraph (a) above;
  - (f) to comply with any reasonable direction of the CEO to provide the Privacy Commissioner access for the purpose of monitoring the Administering Organisation's compliance with this clause;
  - (g) to ensure that any record (as defined in the *Privacy Act 1988*) containing personal information provided to the Administering Organisation by the ARC 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; and

- (h) to the naming or other identification of the Administering Organisation in reports by the Privacy Commissioner.

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

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

## **24. Confidentiality**

24.1 Subject to clause 24.2, the ARC agrees not to disclose any Confidential Information of the Administering Organisation without the Administering Organisation's consent.

24.2 The ARC will not be taken to have breached its obligations under clause 24.1 to the extent that the ARC discloses Confidential Information:

- (a) to its officers, employees, agents, external professional advisers or contractors solely to comply with obligations, or to exercise rights, under this Agreement;
- (b) to third parties to enable effective management or auditing of this Agreement or the National Competitive Grants Programme or the Scheme;
- (c) for a purpose directly related to the enforcement or investigation of a possible breach of Commonwealth, State, Territory or local law;
- (d) to the Minister and her/his staff, or in response to a demand by a House or a Committee of the Commonwealth Parliament;
- (e) within the Commonwealth where this serves the Commonwealth's legitimate interests;
- (f) as authorised or required by law, or an express provision of this Agreement, to be disclosed;
- (g) that is in the public domain other than due to a breach of clause 24; or
- (h) to comply with obligations, or to exercise rights, under the *ARC Research Integrity and Research Misconduct Policy*.

24.3 The ARC warrants that, for a period of three years from the date of submission of the Final Report, it will consult with the Administering Organisation before any information which is contained in any reports related to a Centre 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 ARC will discuss the intended terms of disclosure with the Administering Organisation.

24.4 This clause has precedence over section A14.3 as set out in the Funding Rules.

## **25. Acknowledgments, Publications, Publicity**

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

25.2 The ARC's contribution and support of the Centre must be acknowledged (wherever possible) by the Administering Organisation, at any time during or after completion of a Centre, when 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 programmes, electronic media, newsletters or other literary or artistic works which relate to a Centre. Such acknowledgement will be in a prominent place and an appropriate form acceptable to the ARC. Similar efforts should be made when publicly speaking about a Centre. Advice on acceptable forms of acknowledgement and use of the logo is provided on

the ARC website. With respect to publications, where ARC support is acknowledged the relevant ARC Project ID should be included.

- 25.3 Each Centre will establish a website to communicate with the research community and the community at large. The website homepage will acknowledge the support of the ARC.
- 25.4 This clause survives the expiration or earlier termination of this Agreement.

## **26. Administration of the Funding**

- 26.1 The Administering Organisation must maintain reasonable, up-to-date and accurate records relating to the Funding in general, and a Centre conducted with the Funding in particular, to verify its compliance with this Agreement.
- 26.2 Records maintained under clause 26.1 must be retained by the Administering Organisation for each Centre 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 Centre;
  - (b) the final approved carryover of Funds for the Centre; or
  - (c) the expiration of Centre title retention, as stated in clause B4.3 of this Agreement.

## **27. Audit and Monitoring**

- 27.1 The Administering Organisation is responsible for monitoring the expenditure of the Funding for each Centre and certifying to the ARC that the Funding has been expended in accordance with this Agreement in the End of Year Report. If at any time, in the opinion of the Responsible Officer, the Funding is not being expended in accordance with this Agreement, the Administering Organisation must take all action necessary to minimise further expenditure in relation to the Centre and to inform the ARC immediately.
- 27.2 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.
- 27.3 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.

## **28. Access to Premises and Records**

- 28.1 The Administering Organisation will, at all reasonable times, give to the CEO or any person authorised 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 Centres;

- ii. locate and inspect Material relevant to a Centre or the Administering Organisation's compliance with this Agreement or the Scheme; and
- iii. make copies of any such Material and remove those copies and use them for any purpose connected with this Agreement or the Scheme.

28.2 The access rights in clause 28.1 are subject to:

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

28.3 If a matter is being investigated which, in the opinion of the ARC, may involve an actual or apprehended breach of the law, clause 28.2 will not apply.

28.4 Upon receipt of reasonable notice from the ARC, or any person authorised by the ARC, the Administering Organisation must provide any information required by the ARC for monitoring and evaluation purposes.

28.5 Nothing in clauses 28.1 to 28.4 affects the obligation of each party to continue to perform its obligations under this Agreement unless otherwise agreed between them.

28.6 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.

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

## **29. Reporting Requirements**

29.1 The Administering Organisation must ensure that the ARC and every Participating Organisation is provided with timely advice on the progress of a Centre.

29.2 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.

29.3 Annual Report

- (a) The Administering Organisation must submit an Annual Report for each Centre by 31 March in the year following each full calendar year for which Funding was awarded. The Annual Report will include details regarding the following matters:
  - i. the extent to which the ARC Centres of Excellence objectives as set out in the Funding Rules and the Centre Proposal have been met;
  - ii. summary of highlights, achievements in research and other outputs achieved resulting from the use of the Funds, including any advances in knowledge, relevant publications or international collaboration;
  - iii. case studies and/or examples of the Research Impact of the Centre, particularly where interdisciplinary research has been undertaken;

- iv. any issues affecting the progress of the Centre or its Research Programme, and a statement of mitigation strategies;
  - v. measurement and accounting of the Centre's performance against performance targets as set out in Schedule D;
  - vi. details of the lodgement or reasons for non-lodgement of publications, data, specimens or samples with an appropriate repository, museum or archive in Australia;
  - vii. summary of the Centre's activities in developing national and international links, outreach, public awareness and communication with the wider community. This could include data and information on outputs/outcomes such as conference presentations and keynote addresses, visitors to the Centre, visits by Centre researchers to national and international groups and institutions relevant to the Centre's Research Programme, media about the Centre (traditional, social, online, etc), unique website hits, innovative outreach options, etc;
  - viii. summary of the Centre's actions over the reporting year against the administrative and operational requirements as set out in clause B.6;
  - ix. a detailed activity plan for the next 12 months; and
  - x. any other matters which from time to time may be specified by the ARC as matters which must be included in an Annual Report.
- (b) To accompany a Centre Annual Report, and to be submitted at the same time, the Administering Organisation must submit a data report. The data report will include:
- i. data on specific Centre outputs;
  - ii. data on Centre personnel;
  - iii. data on other research grants; and
  - iv. data on specific Centre income and expenditure not reported elsewhere.
- (c) To accompany a Centre Annual Report, and to be submitted at the same time, the ARC requires two research stories to be prepared by the Centre. Such research stories should be written in anticipation of a non-expert audience, focusing on outstanding research with significant impact outside academia. These research stories will be made publicly available on the ARC website. The ARC reserves the right to edit the research stories.
- (d) The ARC may review the Annual Report against the ARC Centres of Excellence objectives as set out in the Funding Rules and the Centre Proposal, or any revised research aims or Research Programme approved by the ARC. Should the information in the Annual Report be found to be inadequate or unsatisfactory, the Centre Director responsible for that Annual Report may be contacted to provide further information and/or a revised Annual Report.
- (e) If the ARC is not satisfied with the progress of a Centre, the ARC may undertake a review of the Centre and its activities 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 Centre may be terminated and any unspent Funds recovered by the ARC.
- (f) Unsatisfactory progress of a Centre may be noted against any further proposals under any ARC scheme submitted by, or on behalf of, the Centre Director or Chief Investigators and will be taken into account in the assessment of those proposals.
- (g) The reporting requirements set out in this clause 29.3 survive the expiration or earlier termination of this Agreement.



#### 29.4 End of Year Report

- (a) The Administering Organisation must submit an End of Year Report by 31 March in the year following each full calendar year for which Funding was awarded. This report will be made available by the ARC in RMS.
- (b) The End of Year Report will contain information on all expenditure for that year for a Centre on a Centre-by-Centre basis, including:
  - i. any unspent Funds to be recovered by the ARC;
  - ii. any unspent Funds that the Administering Organisation is seeking to have carried over into the next year;
  - iii. the reasons why the unspent Funds are required to be carried over; and
  - iv. Progress Reports by exception on issues relating to academic reporting matters.
- (c) Under paragraph 58(1)(e) of the ARC Act, Funds provided by the ARC to the Administering Organisation which are not spent during the year of the Funding Period to which those Funds were allocated may be carried over 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 Centre 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 Centre 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.

#### 29.5 Final Report

- (a) Unless otherwise approved by the ARC, the Administering Organisation must ensure that Final Reports are provided for each Centre within 12 months of the final payment of Funds for the Centre or within 12 months of the final carryover of Funds approved by the ARC, whichever is the later. The ARC may review the outcomes against the ARC Centres of Excellence objectives as set out in the Funding Rules and the Centre Proposal, or any approved revised budget, aims or Research Programme.
- (b) The Final Report must justify why any publications from a Centre have not been deposited in an open access institutional repository within 12 months of publication. The Final Report must outline how data arising from the Centre have been made publicly accessible where appropriate.
- (c) The ARC may also seek additional information about subsequent outputs, outcomes and Research Impact after the submission of the Final Report.
- (d) Should the information in the Final Report be found to be inadequate, unsatisfactory, or is not submitted on time, the Centre Director responsible for that Final Report may be contacted to provide further information. If the ARC is not satisfied with the outcomes of a Centre, this may be noted against any further proposals under any ARC scheme submitted by, or on behalf of, the Centre Director and may be taken into account in the assessment of those proposals.

- (e) Proposals submitted under any ARC scheme by, or on behalf of, the Centre Director of a Centre for which the Final Report is outstanding may be deemed ineligible for approval or funding.

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

### **30. Complaints and Allegations Relating to Research Integrity and Research Misconduct**

30.1 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 impose sanctions, when required, under this policy.

30.2 The *ARC Research Integrity and Research Misconduct Policy* applies to:

- (a) all institutions currently applying for funding or that have received ARC funding in the last seven years;
- (b) individuals who have been named as investigators on ARC-funded proposals, and any associated project personnel, whether the allegation or complaint relates to the ARC-funded activity or not; and
- (c) anyone engaged on ARC business such as ARC College of Experts members, Selection Advisory Committee members, external assessors and contractors.

### **31. Australian Research Integrity Committee**

31.1 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).

### **32. Copyright in Proposals and Reports**

32.1 Copyright in any Centre Proposal and all reports provided under this Agreement will vest in the Administering Organisation at the time of creation but the Administering Organisation grants to the Commonwealth or must procure for the Commonwealth a permanent, irrevocable, royalty-free, non-exclusive licence to use and reproduce information contained in a Proposal or a report and publish it on a non-profit basis for any purpose related to:

- (a) the evaluation and assessment of proposals;
- (b) verifying the accuracy, consistency and adequacy of information contained in a Proposal, or otherwise provided to the ARC;
- (c) the preparation and management of any funding agreement;
- (d) the administration, auditing, management or evaluation of the National Competitive Grants Programme or any funding scheme administered by the ARC; or
- (e) the sharing of information by the ARC within the ARC's organisation, or with another Commonwealth Department or entity, or Commonwealth Minister or parliamentary committee, where this serves the Commonwealth's legitimate interests; or
- (f) where the use, reproduction or publication of the material is authorised or required by law.

32.2 If a Centre Proposal or report contains information belonging to a third party, the Administering Organisation must ensure that it has in place all necessary consents sufficient to allow the ARC to deal with the information or any report in accordance with this Agreement.

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

### **33. Indemnity**

- 33.1 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, where such loss or liability was caused by a wilful, unlawful or negligent act or omission of the Administering Organisation, its employees, agents or subcontractors in connection with this Agreement.
- 33.2 The Administering Organisation's liability to indemnify the Commonwealth under clause 33.1 shall be reduced proportionally to the extent that any act or omission of the Commonwealth or its employees or agents contributed to the loss or liability.
- 33.3 The indemnity referred to above survives the expiration or termination of this Agreement.

### **34. Insurance**

- 34.1 The Administering Organisation must effect and maintain adequate insurance or similar coverage to cover any liability arising as a result of its participation in an ARC Centre of Excellence and, if requested, provide the ARC with a copy of the relevant policies, or when appropriate a Certificate of Currency. The Administering Organisation will be responsible for effecting all insurances required under workers' compensation legislation and for taking all other action required as an employer.

### **35. Dispute Resolution**

- 35.1 The Parties agree not to commence any legal proceedings in respect of any dispute arising under this Agreement until the procedure provided by this clause 35 has been followed.
- 35.2 The Parties agree that the following procedure will be used in an expeditious way to resolve a dispute:
- (a) the Party claiming there is a dispute will notify the other Party, setting out the nature of the dispute;
  - (b) the Parties will try to resolve the dispute through direct negotiation, including by referring the matter to persons who have authority to intervene and direct some form of resolution;
  - (c) the Parties have 10 business days from the date of the notice to reach a resolution or to agree that the dispute is to be submitted to mediation or some alternative dispute resolution procedure;
  - (d) if:
    - i. there is no resolution of the dispute;
    - ii. there is not agreement on submission of the dispute to mediation or some alternative dispute resolution procedure; or
    - iii. there is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution within 30 business days of the submission, or such extended time as the Parties may agree in writing before the expiration of the 30 business days;
- then, either Party may commence legal proceedings.
- 35.3 This clause 35 does not apply to action that the ARC takes, or purports to take, under clauses 5, 8 or 36 or where a party commences legal proceedings for urgent interlocutory relief. [Clause 5 relates to payment of funds, clause 8 relates to recovery of unspent funds or over-allocated funds, clause 36 relates to termination.]
- 35.4 Despite the existence of a dispute, the Administering Organisation must (unless requested by the ARC not to do so) continue to perform its obligations under this Agreement.

## 36. Termination

### Termination of Funding for a Centre

- 36.1 The ARC may immediately terminate Funding for a Centre by notifying the Administering Organisation if:
- (a) the Administering Organisation commits any breach of this Agreement which the ARC consider is not capable of remedy;
  - (b) the progress of a Centre 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 Centre;
  - (d) the ARC receives notice that a Centre's operations and Research Programme will cease, or has ceased;
  - (e) the ARC reasonably believes that it has received inaccurate, incomplete or misleading information in relation to that Centre, including in the Centre Proposal or in any report provided under this Agreement;
  - (f) the ARC reasonably considers there is fraud, misleading or deceptive conduct on the part of the Administering Organisation, the Centre Director or other Specified Personnel, Personnel or any other Participating Organisation in conjunction with a Centre;
  - (g) the Administering Organisation fails to comply with any additional ARC requirement or condition as notified under clause 3.2;
  - (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;
  - (j) the ARC considers that the integrity of its grant selection processes, funding recommendations and research outcomes had the potential to have been compromised as a result of the commencement and/or outcome of the investigation of research integrity and research misconduct complaints and allegations; or
  - (k) the Administering Organisation commits any breach of the *ARC Research Integrity and Research Misconduct Policy* which the ARC considers to have material impact on this award.
- 36.2 If the ARC terminates Funding for a Centre under clause 36.1:
- (a) the Administering Organisation must immediately take all available and reasonable steps to stop any further expenditure of Funding on the Centre;
  - (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 any or all Funding for the Centre as set out in clause 5.4.
- 36.3 Any amount notified to the Administering Organisation as payable under clause 36.2(c) is a debt due to the ARC (without further proof of the debt being necessary), payable within 30 days of the date of the notice.
- 36.4 Subject to clause 21.5, after the expiration or termination of this Agreement the Administering Organisation retains ownership of all Assets purchased using the Funds.

### Termination of Agreement

- 36.5 The ARC may immediately terminate this Agreement 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, the Centre Director or other Specified Personnel, Personnel or any other Participating Organisation in conjunction with any or all Centres;
- (b) the Administering Organisation fails to comply as soon as possible with any additional ARC requirement or condition as notified under clause 3.2;
- (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.

36.6 If the ARC terminates this Agreement under clause 36.5:

- (a) the Administering Organisation must immediately take all available and reasonable steps to stop any further expenditure of Funding on all Centres;
- (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.

36.7 Any amount notified to the Administering Organisation as payable under clause 36.6(c) is a debt due to the ARC (without further proof of the debt being necessary), payable within 30 days of the date of the notice.

36.8 Subject to clause 21.5, after the expiration or termination of this Agreement, the Administering Organisation retains ownership of all Assets purchased using the Funding.

### **37. Compliance with Law and Commonwealth Policies**

37.1 The Administering Organisation shall, in carrying out its obligations under this Agreement, comply with all relevant statutes, regulations, by-laws and requirements of any Commonwealth, State, Territory or local authority.

37.2 The Administering Organisation acknowledges that Chapter 7 of the *Criminal Code Act 1995* and Part 10.7 of the *Criminal Code Act 1995* (relating to data) provides for offences which attract substantial penalties.

37.3 The Administering Organisation acknowledges that section 70 of the *Crimes Act 1914* (relating to disclosure of information) and section 79 of the *Crimes Act 1914* (relating to official secrets) provides for offences which attract substantial penalties.

37.4 The Administering Organisation acknowledges that it is aware of its obligations under Part 4 of the *Charter of United Nations Act 1945*.

37.5 The Administering Organisation will, in its dealings with its employees, have due regard to Commonwealth policies on employment, including the *Fair Work Act 2009*. The Administering Organisation must also ensure that in performing the obligations under and arising from this Agreement, relevant occupational health and safety laws and all necessary precautions for the health and safety of all persons have been identified and implemented.

- 37.6 The Administering Organisation must comply with its obligations, if any, under the *Workplace Gender Equality Act 2012*.
- 37.7 The Administering Organisation acknowledges that it is aware of its obligations under the *Disability Discrimination Act 1992* and the *Racial Discrimination Act 1975*. The Administering Organisation shall at all times comply with the requirements of the *Disability Discrimination Act 1992* and the *Racial Discrimination Act 1975* and shall not treat any person or group of people less favourably than another on the grounds of race, colour, religion, ethnicity, sex, age, disability, nationality, marital status or sexual orientation.
- 37.8 The Administering Organisation must ensure that all officers, employees, agents and subcontractors in performing the obligations under and arising from this Agreement comply with any security and safety requirements of which they are or should be reasonably aware.

### **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:

Australian Research Council  
GPO Box 2702  
CANBERRA ACT 2601

Phone: (02) 6287 6600

Fax: (02) 6287 6601

Email: [centres@arc.gov.au](mailto:centres@arc.gov.au)

*Courier address*

Level 2, 11 Lancaster Pl  
MAJURA PARK ACT 2609

### **39. Applicable Law**

- 39.1 This Agreement will be governed by and interpreted in accordance with the laws of the Australian Capital Territory and the Parties submit to the non-exclusive jurisdiction of the courts of that Territory.

## **SCHEDULE A**

This schedule is available to the Administering Organisation as a PDF provided to the Research Office. Acceptance of the Agreement is an online process within the ARC's Research Management System (RMS).

## **SCHEDULE B**

### **Special Conditions for an ARC Centre of Excellence**

#### **B1. Personnel**

- B1.1 The Administering Organisation must ensure that all Personnel have such access to a Centre at all reasonable times and in such appropriate manner as accords with the purposes of the Centre.
- B1.2 The Administering Organisation will use best endeavours to ensure that no Personnel cause the Administering Organisation to breach this Agreement.
- B1.3 The Administering Organisation and Other Eligible Organisations will pay the Personnel of a Centre at or above the prevailing salary levels for other academic staff at a similar level, so that Personnel at a Centre are no worse off financially than their academic peers of similar seniority at that organisation.
- B1.4 The provision of recreation leave, sick leave and other conditions of employment for Personnel at a Centre will be those of the organisation at which they are employed.
- B1.5 The Administering Organisation must allow Centre Chief Investigators to undertake fieldwork, or study leave, directly related to the Centre Research Programme if requested. Any periods of absence must not exceed a total of six months in any 12 month period. This six month period may be taken at one time or spread across a 12 month period. The total duration of such absences should not exceed two years over the Centre Funding Period. Where total absences for a Chief Investigator during the Funding Period will exceed two years, the Administering Organisation must seek ARC approval of the absences exceeding the two year limit. Requests for approval of absences should be submitted to the ARC in advance of the absence.
- B1.6 As far as practicable, Personnel employed at a Centre or recruited to Centre positions should be employed or appointed through processes giving due regard to a Centre-specific equity plan.

#### **B2. Centre Senior Management**

- B2.1 The Administering Organisation must appoint a person to be responsible for the activities of a Centre. This person may have the title Centre Director. The ARC must approve the appointment of a Centre Director.
- B2.2 A Centre Director is expected to work predominantly on the activities of a Centre, as set out in the Funding Rules, and must hold no other executive position at the any Participating Organisation that would compromise her/his role as Centre Director.
- B2.3 The Administering Organisation may appoint a person with the title Chief Operating Officer, to be responsible for the administration and management of a Centre. A Chief Operating Officer must be appointed if the Centre is led by a researcher with significant research commitments outside the Centre, such as a Laureate Fellow. The Administering Organisation must request ARC approval of the appointment of a Chief Operating Officer.
- B2.4 The request to the Commonwealth, as set out in clause B2.3, must include:
- (a) a curriculum vitae of the proposed Chief Operating Officer;
  - (b) agreement from the proposed Chief Operating Officer to undertake the role;
  - (c) a statement outlining the suitability of the proposed Chief Operating Officer for the role and the functions he/she will undertake; and
  - (d) a letter of support from the Administering Organisation agreeing to the appointment of the proposed Chief Operating Officer.



B2.5 One or more senior Chief Investigators in the Centre may be given the title Deputy Director. Deputy Directors, if named, will provide support and advice to the Centre Director, and may be responsible to the Centre Director for specific aspects of the Centre's Research Programme and operations.

B2.6 If a Centre operates from more than one location ('Nodes'), a Chief Investigator from each Node may be given the title Node Director. Node Directors, if named, will be responsible to the Centre Director and Chief Operating Officer for the operations of that Node.

### **B3. Associate Investigators**

B3.1 As part of the Centre Proposal, the Administering Organisation may have listed researchers who were not Chief Investigators or Partner Investigators but who would participate in the Centre's Research Programme ('Associate Investigators').

B3.2 Associate Investigators may have specific expertise relevant to an aspect of the Centre's Research Programme, or may not be able to or wish to commit to the responsibilities of a Chief Investigator or Partner Investigator. Associate Investigators may be located in Australia or overseas.

B3.3 Associate Investigators may participate in the Centre's Research Programme, provide expertise to Centre projects, and co-supervise and mentor Centre students and postdoctoral researchers. Associate Investigators must not lead Centre Nodes or Research Programmes and will not receive direct support from the Funds.

### **B4. ARC Centre of Excellence Title**

B4.1 The Administering Organisation must ensure that a Centre uses the words 'ARC Centre of Excellence' in its title, unless otherwise agreed in writing by the ARC.

B4.2 The Administering Organisation must not allow the words 'national', 'Commonwealth' or 'Australia' to be used in the title of a Centre. A Centre may use the word 'Commonwealth' in its sub-title, for example, 'Cultural Media Policy, a Commonwealth ARC Centre of Excellence'.

B4.3 Subject to clause B4.4, a Centre may continue to designate itself as an 'ARC Centre of Excellence' for a period of three years after the Funding Period ends. The Administering Organisation must request ARC approval of the title retention within six months of the final payment of Funds for the Centre.

B4.4 A Centre which ceases or is terminated before the end of the Funding Period must not continue to designate itself as an 'ARC Centre of Excellence' following the cessation or termination.

B4.5 If title retention is approved by the ARC, the Centre must provide Annual Reports, as set out in clause 29.3, for each calendar year that the title is retained. The Centre must also continue to maintain and update the Centre website for the duration of the title retention period.

B4.6 The Administering Organisation must ensure that a Centre complies with any direction from the ARC concerning the continued use of the title 'ARC Centre of Excellence'.

B4.7 This clause survives the expiration or earlier termination of this Agreement.

### **B5. Advisory Committees**

B5.1 The Administering Organisation must ensure that a Centre Advisory Committee is established and maintained for the duration of the Funding Period, as set out in the Funding Rules.

B5.2 The purpose of the Advisory Committee is to assist Centre management by contributing to the development of strategies and vision for the future relative to the proposed goals and objectives of the Centre, and by serving as a vehicle for creating better linkages between academia, industry and government. The Committee will offer advice to the Centre Director

and the Administering Organisation regarding the research focus of the Centre, the structure and general operating principles of the Centre, and intellectual property and commercialisation management.

- B5.3 While the final composition of the Advisory Committee is a matter for the Administering Organisation and a Centre, it must consist of members with significant reputations and provide broad representation of the research and end-user communities. An Advisory Committee may comprise some of the following: senior international researchers, industry or end-user representatives, community groups, academic expertise from other higher education institutions, or senior university staff such as the Pro Vice-Chancellor (Research).
- B5.4 The Advisory Committee must meet at least once a year.
- B5.5 The Centre may choose to establish and maintain a separate International Advisory Committee or International Scientific Advisory Committee in addition to the Advisory Committee.
- B5.6 The purpose of the International Advisory Committee is to provide an international perspective on the Centre's research field, to undertake benchmarking of the Centre's Research Programme, and to assist Centre management and the Advisory Committee in developing the strategic research direction of the Centre. The International Advisory Committee will provide reports and advice to the Centre Director and Advisory Committee regarding the international standing of the Centre's research programme.
- B5.7 While the final composition of the International Advisory Committee is a matter for the Administering Organisation and a Centre, it must consist of members with significant reputations and include senior international researchers who are experts in the field and who are not Partner Investigators in the Centre.
- B5.8 The International Advisory Committee must meet at least once a year. International benchmarking of the Research Programme undertaken by the International Advisory Committee should take place regularly, at least once every two years.
- B5.9 An Advisory Committee may additionally take on the responsibilities of an International Advisory Committee, but in this case the membership of the Advisory Committee must be such that these responsibilities are appropriate.

## **B6. Centre Administration and Operation**

- B6.1 The Centre must develop, implement and maintain a strategic plan, which should be revised annually and updated over the Funding Period. Senior Centre management, Chief Investigators and the Advisory Committee must participate in the development and maintenance of the strategic plan, with Centre postdoctoral researchers and students also consulted. The strategic plan should incorporate, as appropriate:
- (a) a clear plain language statement of the Centre's purpose and vision;
  - (b) the expected outcomes of the Centre's research through its period of ARC Funding and at its conclusion, and indicators of success in achieving these;
  - (c) research translation and/or Intellectual Property strategies;
  - (d) identified and/or potential opportunities for end-user and industry collaborations;
  - (e) broad succession plans for critical positions, including that of Centre Director;
  - (f) opportunities for Centre involvement in emerging research areas; and
  - (g) identified and/or potential sources of funding to support projects both during the Centre's Funding Period and particularly once Funding has ceased.
- B6.2 As far as practicable, the Centre should develop and implement a Centre-specific equity plan which will support recruitment and employment of postdoctoral researchers, students and

other Centre staff. The equity plan should position the Centre as a flexible and family-friendly work environment, and encourage the recruitment and employment of women as well as men with family or carer responsibilities. The Centre-specific equity plan should be developed in conjunction with the appropriate human resources areas of the participating organisations.

- B6.3 When agreeing on the allocation of funds across Centre Nodes and establishing its financial systems, the main Node of the Centre at the Administering Organisation should designate and set aside funds to form a funding pool for discretionary expenditure. To permit flexibility in the use of the discretionary funds, the funds set aside should not be sourced from the Funding. Discretionary funds may be used for, but are not limited to:
- (a) serendipitous projects arising from the Centre's approved Research Programme;
  - (b) exploratory projects in emerging research areas;
  - (c) travel grants for students, awarded on a competitive basis; and
  - (d) travel and/or project support for international visitors or Associate Investigators, awarded on a competitive basis.
- B6.4 A Centre is expected to operate as a single entity and not as a network or loose grouping of researchers. As far as practicable, and within the scope of the approved Research Programme, a Centre should ensure that its research programme is cross-disciplinary and cross-nodal. While the main Node of the Centre at the Administering Organisation will take primary responsibility for the operations of the Centre, some administrative and leadership roles and responsibilities should be established and maintained at other Nodes.
- B6.5 A Centre is expected to build human capacity and provide high-quality training for the next generation of researchers. To facilitate these responsibilities, the Centre should establish and implement a mentoring and professional development programme, encompassing students, postdoctoral researchers and mid-career researchers. Where appropriate, the Centre Director, Chief Investigators and Partner Investigators should act as mentors to assist less experienced personnel in developing research management and leadership skills. Associate Investigators may also undertake a mentoring role. Student supervision should not be restricted to researchers at the Node at which the student is located. The Centre should establish flexible supervision arrangements for students through which supervision can be arranged with researchers at Centre Nodes other than that at which the student is located or with Partner Investigators or Associate Investigators as appropriate.
- B6.6 The Centre must develop, implement and maintain a communication, education and outreach plan. The plan should outline the Centre's public awareness, education and outreach programmes which will be relevant and appropriate to the Centre and its research area. Joint programmes or events with Centres in similar or related fields can be established as appropriate. All Centre researchers should receive some media training and should be encouraged to participate in the public awareness, education and outreach programmes. Where possible, the Research Impact or potential Research Impact of the Centre and its Research Programme should be clearly articulated and promoted.

## **B7. Assets**

- B7.1 No expenditure of Funding shall be made on equipment items estimated to cost in excess of \$150,000 without the prior approval of the ARC.

## **B8. On-going Centres Funded in Previous ARC Centres of Excellence Funding Rounds**

- B8.1 An Administering Organisation may be receiving an allocation of ARC funding in 2017 for one or more ARC Centres of Excellence funded through the ARC Centres of Excellence scheme for funding commencing in 2011 ('CE11 Centres').

- B8.2 If the Administering Organisation wishes to retain some or all of the final year of 2011 funding allocation, CE11 Centres which have been successful in being allocated Funding under this Funding Agreement must submit a statement justifying retention of the 2011 allocation to the ARC. This statement should include:
- (a) a comparative evaluation of the two Research Programmes, including an explanation of any duplication or overlap;
  - (b) an assessment of the time commitment of Personnel common to the two Research Programmes and whether they have adequate capacity to undertake work across both Research Programmes;
  - (c) a list of postgraduates and postdoctoral researchers and the remaining period of their participation in the CE11 Centre (completion of thesis or expiration of contract); and
  - (d) a detailed financial statement listing committed and expected expenditure of the 2011 allocation, including support for postgraduates and postdoctoral researchers.
- B8.3 The statement to the ARC, as set out in clause B8.2, must be submitted to the ARC no later than three months after the date of execution of this Agreement.
- B8.4 The ARC will consider the case made for retention of the 2011 allocation and any overlap or duplication of the two Research Programmes and will advise the Administering Organisation of the ARC's decision. The ARC may then recover all or some of the final year of 2011 allocation for the CE11 Centre.
- B8.5 CE11 Centres which choose to relinquish the final year of 2011 allocation must submit a VFA through the Administering Organisation. The ARC will then recover all funding allocated for 2017.

## **B9. Reviews**

- B9.1 During 2020, a Centre will undergo a rigorous and comprehensive external performance review undertaken by the ARC in its fourth year of operation.
- B9.2 The review will evaluate a Centre's performance against the Scheme objectives outlined in the Funding Rules and the specific Centre objectives as set out in the Centre Proposal, and the specific performance targets or milestones identified in the Centre Proposal and in Schedule D of this Agreement.
- B9.3 The operations, management and governance of the Centre will also be evaluated as part of the review. This evaluation may cover areas including, but not limited to:
- (a) the effectiveness of the Centre in building a collaborative and effective research team;
  - (b) the effectiveness of the Centre in building human capacity through supporting and mentoring students and postdoctoral researchers;
  - (c) the Centre's growth in capability and its national and international reputation, supported by output or esteem measures, or international benchmarking;
  - (d) the quality and effectiveness of the Centre's communication, education and outreach strategy;
  - (e) the effectiveness of the Centre's equity plan in developing a flexible and family-friendly work environment;
  - (f) the quality of infrastructure provided by Participating Organisations;
  - (g) the quality of the Centre's strategic planning and succession planning; and
  - (h) the quality and experience of the members of the Centre Advisory Committee or other Advisory Committee as set out in clause B5 above and its level of engagement in Centre governance.

- B9.3 Continuation of Funding for the remaining years of the Funding Period will be dependent on the outcome of the review. A Centre may be terminated following the review if, in the opinion of the ARC, that Centre is not performing or operating at the level expected of an ARC Centre of Excellence.
- B9.4 A Centre must not apply for funding in subsequent selection rounds for ARC Centres of Excellence until the scheduled review, as set out in clause B9.1, is completed.
- B9.5 If a Centre review results in the termination of the Centre, that Centre must not apply for funding in the next available selection round for ARC Centres of Excellence.
- B9.6 Ad hoc reviews of a Centre may be held at any time.

## SCHEDULE C

### Research special conditions

- C1. *Importation of Experimental Organisms:* The Administering Organisation must ensure that, before experimental organisms are imported into Australia for the purposes of research to be undertaken by a Centre, the Administering Organisation or the Centre Director must obtain agreement in principle for the importation from the appropriate Commonwealth and State authorities.
- C2. *Research Involving Humans or other Animals:* If any Centre 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 National Health and Medical Research Council are complied with and that the Centre may not commence without clearance from the Administering Organisation's Ethics or Biosafety Committee (or equivalent) and from any other relevant authority.
- C3. *Deposition of Biological Materials:* Any biological material accumulated during the course of a Centre 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.
- C4. *Genetically Modified Organisms:* If a Centre 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 Scheme Coordinator if required to do so. The Administering Organisation must be accredited with the Office of the Gene Technology Regulator.
- C5. *Ionising Radiation:* If a Centre involves the use of ionising radiation, the Administering Organisation will 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 provide them to the Scheme Coordinator if required to do so.
- C6. *Social Science Data Sets:* Any digital data arising from a Centre involving research relating to the social sciences should be lodged with the Australian Social Science Data Archive (ASSDA) for secondary use by other investigators. This should normally be done within two years of the conclusion of any fieldwork relating to the research. If a Chief Investigator is not intending to do so within the two-year period, she/he should include the reasons in the Final Report.

## **SCHEDULE D**

This schedule is available to the Administering Organisation as a document provided to the Research Office. Acceptance of the Agreement is an online process within the ARC's Research Management System (RMS).