Funding Agreement
between the
Commonwealth of Australia
as represented by the
Australian Research Council
and
{{Organisation}}
regarding funding for schemes under the

Discovery Program (2017 edition)

- Australian Laureate Fellowships commencing in 2018
- Future Fellowships commencing in 2018
- Discovery Early Career Researcher Award commencing in 2019
- Discovery Indigenous commencing in 2019
- Discovery Projects commencing in 2019
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Parties & Recitals

THIS AGREEMENT is made on the ______ day of __________ 20___

between the

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

and

{{Organisation}} (‘the Administering Organisation’).

WHEREAS:

A. The Commonwealth through the ARC operates the Discovery Program (‘the Scheme’); 

B. The Commonwealth accepts that the Administering Organisation is an eligible body for the purposes of the Scheme, and the Commonwealth may provide financial assistance to support the Administering Organisation to conduct the Projects, including the approved Funding elements, being those described in the Funding Offer;

C. The Commonwealth is required by law to ensure the accountability of Funding and, accordingly, the Administering Organisation is required to be accountable for all Commonwealth Funding it receives under this Agreement; and

D. The Commonwealth wishes to provide Funding under the Scheme to the Administering Organisation for the purposes, and subject to the terms and conditions, set out in this Agreement.

IT IS HEREBY AGREED as follows:

Definitions

In this Agreement, unless the contrary intention appears:

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

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

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

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

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


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

**ARC website** is www.arc.gov.au.

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

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

**Chief Investigator (CI)** means a participant who satisfies the eligibility criteria for a CI under the Funding Rules.

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

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

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

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

**DAATSIA Recipient** means a researcher awarded a DAATSIA under the Discovery Indigenous scheme.

**DECRA** means an award funded under the *Discovery Early Career Researcher Award* scheme.

**DECRA Recipient** means a researcher awarded funding under the *Discovery Early Career Researcher Award* scheme.

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

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

**Discovery Australian Aboriginal and Torres Strait Islander Award (DAATSIA)** means the Award available to fund eligible candidates under the *Discovery Indigenous* scheme.

**Discovery International Award (DIA)** means the Award available to fund international travel under conditions specified in this document.

**Discovery Program** refers to the schemes funded under the Discovery Program of the NCGP which consist of: *Australian Laureate Fellowships, Discovery Early Career Researcher Award, Discovery Indigenous, Discovery Projects and Future Fellowships*, and other schemes as updated from time to time.

**Eligible Organisation** means an organisation listed in section A13 of the Funding Rules.

**End of Year Report** means the report described in clause 32.2.
Field Research means the collection of information integral to the Project outside a laboratory, library or workplace setting and often in a location external to the participant’s normal place of employment.

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

Final Report means the report described in clause 32.3.

FTE means full-time equivalent.

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

Funding Agreement or the Agreement means this document.

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


Future Fellow means a recipient of a Future Fellowship awarded funding under the Future Fellowships scheme.

Future Fellowship means an individual award which has been awarded under the Future Fellowships scheme to an eligible participant named in the Funding Offer, and includes a component of salary and non-salary Funding.

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

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

Host Organisation means an organisation that hosts Personnel during a Discovery Indigenous or Future Fellowships Project.

Indigenous Australian means a person of Australian Aboriginal or Torres Strait Islander descent who identifies as an Australian Aboriginal or Torres Strait Islander person and is accepted as an Australian Aboriginal or Torres Strait Islander person by the community in which they live or have lived.

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

Laureate Fellow means a recipient of an Australian Laureate Fellowship awarded funding under the Australian Laureate Fellowships scheme.

Laureate Fellowship means an individual award which has been awarded under the Australian Laureate Fellowships scheme to an eligible participant named in the Funding Offer, and includes a component of salary and non-salary Funding.

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
Funding Agreement for schemes under the Discovery Program (2017 edition)

Minister’s delegate.

NCGP means the ARC’s National Competitive Grants Program.

NHMRC means the National Health and Medical Research Council.

ORCID Identifier means a persistent digital identifier for an individual participant, available on the ORCID website, www.orcid.org.

Other Eligible Organisation means any Eligible Organisation which is listed on a Proposal as a contributor to the Project but is not the Administering Organisation, or as otherwise approved by the Minister.

Other Organisation means any organisation which is listed on a Proposal as a contributor to the Project but is not an Eligible Organisation or a Partner Organisation, or as otherwise approved by the Minister.

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

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

Partner Investigator (PI) means a participant who satisfies the eligibility criteria for a PI under the Funding Rules.

Party means the Administering Organisation or the Commonwealth.

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

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

Postdoctoral Research Associate (PDRA) means a postdoctoral research associate, funded by the Commonwealth through the Administering Organisation, who will be employed on an Australian Laureate Fellowships Project.

Postgraduate Researcher (PGR) means a Higher Degree by Research student, funded by the Commonwealth through the Administering Organisation, who will undertake a Higher Degree by Research (HDR) course through an Australian Laureate Fellowships Project.

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

Progress Report by Exception means the report described in clause 32.2.

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

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

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

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

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

**Proposal** means a request to the ARC for the provision of funding which is submitted in accordance with the Funding Rules.

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

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

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

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

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

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

**Specified Personnel** means the Chief Investigator(s), Partner Investigator(s), Future Fellow Laureate Fellow or DECRA Recipient named in the Funding Offer to perform the Project or as otherwise approved by the ARC.

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

### 1. Interpretation

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

   a) clause headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer;

   b) words in the singular number include the plural and vice versa; and

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

c) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.

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

2. Entire Agreement and Variation

2.1. This Agreement, including Schedules, the Proposal for each Project and the Funding Rules constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement.

2.2. The Minister may at any time impose other requirements or conditions in connection with any Funding covered by this Agreement as provided for under the ARC Act. The Administering Organisation must as soon as possible, or as otherwise agreed in writing with the ARC, comply (or procure compliance) with any other Ministerial conditions or requirements notified by the ARC from time to time. In the event of any inconsistency between this Agreement and any such further requirements or conditions, the Administering Organisation will not be taken to have breached this Agreement where it has acted consistently with any further requirements or conditions notified under this clause.

2.3. If any part of this Agreement conflicts with any other part, that part higher in the following list shall take precedence:

(a) the terms and conditions contained in the clauses of the Agreement;
(b) the Schedules;
(c) the Funding Rules; and
(d) the Proposal.

2.4. This Agreement may be varied in writing only, signed by both Parties.

2.5. The Administering Organisation is required to do all things incidental or reasonably necessary to give effect to this Agreement. This includes, but is not limited to the Administering Organisation’s securing the agreement of all parties involved in Projects to abide by the terms and conditions of this Agreement.

3. Term of Agreement and Project Activity Period

3.1. This Agreement takes effect on the date it has been executed by the Administering Organisation and the ARC, and continues to operate until all parties have fulfilled their obligations under this Agreement.

3.2. The period of Funding is the Project Activity Period unless the Funding is terminated earlier in accordance with this Agreement.

3.3. The Project Activity Period for any Project including any element of the Project is indicative only of the intent of the Minister at the time of making the offer of Funding and is not binding on the Commonwealth. In the event that the Minister subsequently makes a determination to vary the Funding, this Agreement will continue to apply to any Project, including Awards or granted financial assistance under such a determination.
4. **Payment of Funding**

4.1. Subject to the provisions of the ARC Act, the terms of this Agreement and sufficient program funding being available for the Scheme, the Commonwealth shall pay the Funds to the Administering Organisation for each Project in progressive monthly instalments in accordance with the Funding Offer.

4.2. All Funding for a Project is subject to the following conditions:

(a) that the Project starts in accordance with the relevant scheme’s Final Commencement Date or by any later date approved by the ARC;

(b) that the Project Leader listed in the Funding Offer, or as otherwise approved by the ARC, leads and coordinates the Project during the Project Activity Period, including by having direct responsibility for the strategic decisions and the communication of results for the Project;

(c) that the Administering Organisation conducts the Project substantially in accordance with the ‘Project Description’ contained in the Proposal for that Project, or in the event of any variation to the Project, in accordance with the description, aims and research plan as otherwise approved by the ARC;

(d) that the Administering Organisation spends all Funds paid under this Agreement for each Project substantially in accordance with the ‘Project Cost’ detailed in the Proposal for that Project and any Special Conditions, or the budget and any conditions otherwise imposed by the ARC, in accordance with the ARC Act, and with the requirements of this Agreement and the Funding Rules;

(e) that the Administering Organisation only receives Funding under this Agreement to which it is properly entitled;

(f) that the Administering Organisation submits on time all reports required under this Agreement, in the form and with content satisfactory to the ARC;

(g) that progress of the Project is, in the opinion of the ARC, satisfactory;

(h) that all Specified Personnel at all times during their participation in a Project, meet the eligibility criteria specified in the Funding Rules, and have direct responsibility for the strategic decisions and the communication of results for the Project;

(i) that all Specified Personnel have the capacity to make a serious commitment to carrying out the Project and will not assume the role of a supplier of resources for work that will largely be placed in the hands of others;

(j) that each participant or organisation named in a Proposal must declare to the Administering Organisation all Conflicts of Interest that exist or are likely to arise in relation to any aspect of the Project, which may have the potential to influence or appear to influence the research and/or activities related to the Project;

(k) that the Administering Organisation has documented and implements processes in place for managing Conflicts of Interest in accordance with the Australian Code for the Responsible Conduct of Research (2007);
(l) that the ARC is advised in a timely manner of any and all other Commonwealth funding which has been, is being, or is intended to be provided for the research and/or activities funded under this Agreement;

(m) that there is no duplication of Commonwealth funding for the research and/or activities funded for the Project under this Agreement;

(n) that the ARC is notified in writing in a timely manner if any Specified Personnel is not able to undertake the Project, or to continue to undertake the Project, and that any change in Specified Personnel is approved in accordance with clause 15;

(o) that the Administering Organisation’s funding contribution for each Project satisfies the requirements set out in the Funding Rules, unless otherwise approved by the Minister;

(p) that the Administering Organisation is responsible for any and all taxation implications associated with receiving the Funds; and

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

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

(a) not pay the Administering Organisation any further Funds for that Project;

(b) recover all or some of the Funds paid under this Agreement for that Project, including all unspent Funds and any Funds not spent in accordance with this Agreement; and/or

(c) vary the amount of Funding approved for that Project.

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

4.5. The Commonwealth will pay to the Administering Organisation, by way of financial assistance in accordance with the ARC Act, the approved amounts set out in the Funding Offer, which is exclusive of any GST which may be imposed on the supply.

4.6. The Commonwealth shall have the right to vary, unilaterally, the amounts for any or all Projects.

4.7. In the event that the Minister makes a determination to vary the funding, the Commonwealth shall have the right to modify, unilaterally, the rates set out in this Agreement.

4.8. Where the Commonwealth exercises its right under this clause, it shall inform the Administering Organisation in writing of the variation within 30 days of execution of that variation.
5. **Taxes, duties and government charges**

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

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

5.3. If at the commencement of the Agreement the Administering Organisation is not registered for GST and during the term of the Agreement the Administering Organisation becomes, or is required to become, registered for GST, the Administering Organisation agrees to notify the Commonwealth in writing within 7 days of becoming registered for GST.

6. **Accuracy of Information**

6.1. The provision of any Funding for a Project is conditional on all information contained in the Proposal for that Project and all reports required by this Agreement from the Administering Organisation being complete, accurate and not misleading. The Commonwealth regards inaccurate and misleading information as including, but not being limited to, claiming fictitious track records, inflating funds obtained from other sources and false claims in the publication record, for example describing a paper as being ‘in press’ or accepted even though it has only been submitted.

6.2. If the Commonwealth considers that a Proposal for a Project or any report provided under this Agreement contains incomplete, inaccurate or misleading information, the Commonwealth may by notice in writing to the Administering Organisation do any or all of the following:

   (a) not pay the Administering Organisation any further Funds for that Project;

   (b) recover all or some of the Funds paid under this Agreement for that Project, including all unspent Funds and any Funds not spent in accordance with this Agreement; and/or

   (c) vary the amount of Funding approved for that Project.

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

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

7.1. The Administering Organisation will ensure that each Project described in the Funding Offer is implemented in accordance with this Agreement in a diligent and competent manner. In addition, each Project will be conducted in accordance with the 'Project Description' contained in the Proposal, or any revised budget, aims and research plan which have been submitted by the Administering Organisation and approved by the ARC. In the case that the Administering Organisation is granted a lesser amount of funding than was requested for a Project, the Administering Organisation should ensure that a revised budget is agreed with the Project Leader before the commencement of the Project.
7.2. The Administering Organisation must ensure that expenditure on each Project is in accordance with the 'Project Description' contained in the Proposal and within the broad structure of the proposed 'Project Cost' detailed in the Proposal. Any revised budget, aims and research plan must be approved by the ARC by submitting a VFA request.

7.3. The Administering Organisation must not use the Funding:
   (a) for purposes specifically excluded in the Funding Rules;
   (b) for items excluded as a Special Condition in the Funding Offer;
   (c) to purchase alcoholic beverages; or
   (d) for purposes specifically excluded in this Agreement.

7.4. The Administering Organisation must ensure that the Specified Personnel listed in the Funding Offer (or any replacement person(s) approved by the ARC) have adequate time and capacity to carry out each Project and must provide basic facilities, where relevant, for each Project.

7.5. Unless otherwise approved by the ARC, the Funding must not be used to fund any research and/or activities for which other financial assistance from the Commonwealth has been, is being, or is intended to be provided.

7.6. Unless otherwise approved by the ARC, the Administering Organisation must provide the resources to undertake each Project as specified in the Proposal.

7.7. The Administering Organisation must obtain the agreement of all parties necessary to allow each Project to proceed. Evidence of agreement must be obtained from all relevant persons and organisations involved in the Project and is to be retained by the Administering Organisation. This evidence must be made available if requested by the ARC.

7.8. Overseas PIs who are not employed by an Administering Organisation do not need to provide certification from their employing organisation.

7.9. If any other Commonwealth funding is approved for any research and/or activity which is similar to research or activities being conducted for any Project, the ARC must be notified immediately and the ARC may consider whether or not to terminate or recover Funding to the extent that it is duplicated by another Commonwealth source.

7.10. Where an HDR stipend is to be paid from Project costs:
   (a) the HDR stipend recipient must be enrolled in a Higher Degree by Research at an Eligible Organisation as listed in section A13 of the Funding Rules;
   (b) management of candidature of HDR stipend recipients will be at the discretion of the Administering Organisation or Host Organisation as appropriate. This includes but is not limited to selection, appointment, periods of leave and/or suspension of candidature; and
   (c) other costs of candidature will be the responsibility of the Administering Organisation as appropriate. Costs of candidature may include, but are not limited to, costs of relocation, periods of leave and thesis production.

7.11. Under the Australian Laureate Fellowships scheme, the Administering Organisation must ensure that recipients of a Kathleen Fitzpatrick Australian Laureate Fellowship or a Georgina Sweet Australian Laureate Fellowship follow the guidelines as set out in the
8. **Use of the Funding: Provision of Salaries, Relief for Teaching and for Other Duties**

8.1. The Funding specified for *Discovery Projects* and *Discovery Indigenous* Projects in the Funding Offer must not be used to provide salary support for CIs (excluding DAATSIA Recipients) or PIs.

8.2. Under the *Discovery Projects* and *Discovery Indigenous* schemes, Funding may be used for the payment of a PI’s costs incurred because of their involvement in the Project, where such visits and costings were outlined in the Proposal and were not prohibited as a Special Condition.

8.3. If expenditure is incurred as allowed for in clause 7.2 above, the Administering Organisation must ensure that expenditure is in accordance with the broad structure of the ‘Project Description’ and ‘Project Cost’ detailed in the Proposal, or any revised Project budget, aims and research plan submitted by the Administering Organisation which are approved by the ARC.

8.4. Funding for Project costs may be used by the Administering Organisation to employ Personnel, other than the Specified Personnel, where provision for such was included in the Proposal in accordance with the Funding Rules and approved by the Minister. They may be employed full-time or part-time, as required.

8.5. In respect of Personnel other than Specified Personnel, unless the ARC otherwise determines:

   (a) in recruiting Personnel, the Administering Organisation shall follow its normal recruitment procedures;

   (b) the provision of salaries, recreation leave, sick leave and other conditions of employment for Personnel shall be those of the Administering Organisation;

   (c) the on-costs provisions beyond the ARC contribution of 30 per cent remain the responsibility of the Administering Organisation, for example extended periods of leave, severance pay, and such like must not be provided from ARC Funds; and

   (d) under the *Australian Laureate Fellowships* scheme, in recruiting PDRAs and PGRs the Administering Organisation shall follow the recruitment procedures outlined in Schedule A.

8.6. Under the *Discovery Projects* and *Discovery Indigenous* schemes, Funding may be used by the Administering Organisation to fund the relief of Specified Personnel (except for DAATSIA Recipients) from teaching or other duties, where provision for such was included in the Proposal and is not prohibited as a Special Condition. The ARC’s funding contribution is limited to a maximum total of $50,000 per year over the duration of the Project.

8.7. The Administering Organisation must ensure that any Personnel who are employed full-time on a Project and whose salary is provided from the Funding shall not, without the
prior agreement of the ARC, accept any remuneration whatsoever from any source other than the Administering Organisation in respect of work performed on the Project.

8.8. Project payments can only commence once the Funding Agreement has been executed by both parties. Retrospective salary payments will not be paid for employment prior to the date the Funding Agreement is executed.

8.9. The Funding specified in the Funding Offer for the Laureate Fellowship or Future Fellowship salary supplement must only be used for the provision of salary and on-costs for the Laureate Fellow or Future Fellow.

8.10. The Future Fellowship salary must be paid according to the Future Fellows FTE status:

(a) full-time Future Fellowships must be paid 100 per cent salary plus on-costs for four years.

(b) part-time Future Fellowships are paid pro-rata plus on-costs over a period of up to eight years, subject to conditions outlined in clause 11.

8.11. A DECRA Recipient’s salary or a DAATSIA Recipient’s salary may be used for other purposes to support the Project in exceptional circumstances without extension to the life of the Project. This may include teaching relief for personnel covering the absence of the DECRA Recipient. A VFA request must be submitted for prior approval of any such circumstances.

8.12. Under the DECRA scheme, up to one higher degree by research stipend may be supported per Proposal (this stipend may be divided amongst more than one person, for example two students at 0.5 FTE each).

9. **ARC Notional Awards and other allowances**

9.1. The annual rate for a full time Higher Degree by Research stipend under this Funding Agreement is $26,694 (2017$).

9.2. Under the Discovery Projects scheme, Discovery International Award (DIA) Funding may be used for up to two CIs and/or PIs as specified in the Funding Offer. DIA Funding may be used for travel on international return economy class airfares, reasonable local travel, a living allowance and consumables, as specified as a Special Condition for a Project in the Funding Offer. Such Funding may not be used for any other purpose, unless approved by the ARC by submitting a VFA request.

9.3. If a DIA is approved as specified as a Special Condition in the Funding Offer, the funding contribution is limited to two participants (either CIs or PIs) per Project.

10. **Over-expenditure by the Administering Organisation**

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

11.1. The Administering Organisation shall provide each Specified Personnel with a copy of this Agreement within a reasonable time after the execution of the Agreement.

11.2. The Administering Organisation warrants that it has made proper inquiries of the Specified Personnel in relation to their eligibility to perform the Project.

11.3. The Administering Organisation must ensure that, unless otherwise approved by the ARC, all Specified Personnel meet the criteria specified in the Funding Rules for the full term of their participation in the Project.

11.4. The Administering Organisation must ensure that each of the Specified Personnel who is to work on a Project has the approval of their employing organisation to participate in the Project. The Administering Organisation does not require the agreement of the employing organisation of an overseas-based PI (unless they are employed by the Administering Organisation) to participate in the Project.

11.5. The Administering Organisation shall ensure that all Conditions of Employment as detailed in this Agreement are met.

12. **Multi-Institutional Agreements**

12.1. Where more than one institution is contributing to the Project, the Administering Organisation must not allow a Project to commence, nor Funding to be expended, until it has entered into an agreement with each Participating Organisation.

12.2. The written agreement must be entered into with each other Participating Organisation before the Final Commencement Date and must include provisions that:

   (a) outline the roles, contributions and research that will be undertaken by the Administering Organisation and relevant Participating Organisation;

   (b) outline the roles and contributions, if any, of the Other Eligible Organisations;

   (c) outline contributions and research undertaken by any other organisations involved on the Project;

   (d) describe the Intellectual Property (IP) arrangements that apply to the IP each party brings to the Project (or background IP) as well as the outcomes or results generated by the Project (or Project IP). Such arrangements must take into account maximising the return of benefits to Australia and unless otherwise approved by the ARC, comply with the *National Principles of Intellectual Property Management for Publicly Funded Research* and/or any successor document;

   (e) outline the roles and responsibilities of the Administering Organisation and Other Eligible Organisations in relation to notification of research integrity matters in accordance with the *ARC Research Integrity and Research Misconduct Policy* and the investigation and management of breaches of the *Australian Code for the Responsible Conduct of Research (2007)*; and

   (f) do not impede or prevent the Administering Organisation from complying with any of its obligations under this Agreement.

12.3. The written agreement under this clause should also consider including provisions that:
(a) provide an assurance from the Participating Organisation for the continued operation of the Project unhindered by ownership of IP;

(b) provide an assurance that following the transfer of any IP by the Administering Organisation to the Participating Organisation, the Administering Organisation may continue to teach and research in any and all areas protected by the IP and develop new, unencumbered IP;

(c) provide an assurance that where the ownership of any IP is transferred to a Participating Organisation as a result of the collaboration for which funding is provided, upon the closing down, dissolution and/or liquidation of the Participating Organisation, during the term of the Agreement, the ownership of the IP shall be renegotiated with the Administering Organisation; and

(d) provide an assurance that upon any sale of the Participating Organisation in part or in full, the Administering Organisation has reasonable opportunity to retain the proposed benefits to Australia on which the funding was awarded.

12.4. The Administering Organisation will retain the written agreement, and make it available to the ARC if required.

13. **Commencement of the Project**

13.1. All Projects under this Agreement must start by the Final Commencement Date (i.e. within six months of the Project’s Funding Offer being executed by the ARC in RMS).

13.2. Pursuant to clause 7, the Administering Organisation must not allow a Project to commence, nor Funding to be expended, until it has entered into a written agreement with each Participating Organisation in accordance with clause 12. The Administering Organisation must reach agreement with each Participating Organisation and enter into a written agreement with each such organisation before the applicable Project Start Date.

13.3. If the Administering Organisation wishes to defer the Project Start Date for up to six months beyond the Final Commencement Date, a written request justifying the requested deferral in terms of exceptional circumstances must be made to the ARC, through the Administering Organisation’s Research Office, by submitting a VFA request, prior to the Final Commencement Date.

14. **Suspension of Project**

14.1. Under the *Discovery Projects* or *Discovery Indigenous* schemes, if any of the Specified Personnel on a Project is not able to perform the Project for a period or periods of time the Project may be suspended for a period or periods totalling up to 12 months. The duration of a Project may be extended for a period equal to the duration of the approved suspension(s). The Funds for the Project which would otherwise have been payable during the suspension period(s) will continue to be paid to the Administering Organisation during the suspension period(s) and the ARC will not supplement the Funds to cover any additional costs incurred as a result of the suspension or delay in finalisation of the Project.

14.2. If a proposed *Discovery Projects* or *Discovery Indigenous* suspension is to commence after the first 12 months of the Project and is for six months or less, the Administering Organisation may, at its discretion, approve the suspension. The Administering
Organisation shall advise the ARC of any such approvals within three months by submitting a VFA request.

14.3. If the proposed Discovery Projects or Discovery Indigenous suspension is to commence within the first 12 months of the Project or is for more than six months, the Administering Organisation must submit a VFA request to seek the ARC’s approval to suspend the Project. The ARC will approve such suspensions only if detailed written justification for the request is provided. The approval of a suspension is at the ARC’s absolute discretion. If approved, the Administering Organisation must detail the suspension in its next progress or Final Report for the Project.

14.4. Subject to this clause, suspensions without the written approval of the ARC will be a breach of this Agreement and may result in the immediate termination of the Project.

14.5. The request for a suspension of an Australian Laureate Fellowship, Future Fellowship or DECRA will be considered only if the circumstances are exceptional. Fellows or DECRA recipients wishing to suspend must apply through the Administering Organisation’s Research Office, by submitting a VFA request to seek ARC approval to suspend the Project.

15. **Change of Specified Personnel**

15.1. Under the Discovery Projects or Discovery Indigenous schemes, if a CI or PI is at any time during the term of a Project no longer able to continue working on the Project, the Project may continue provided that:

(a) there is at least one original CI working on the Project;

(b) all replacement CIs or PIs meet the eligibility criteria, as specified in the Funding Rules for the particular role they are to perform, for the period for which they are to perform that role;

(c) all replacement CIs and PIs must have the relevant expertise which is commensurate with the standard of the original research team which was awarded the Project;

(d) approval is sought from the ARC for the change in Specified Personnel by submitting a VFA request within three months of the date that the Specified Personnel ceased working on the Project;

(e) any replacement CIs or PIs (‘New Personnel’) proposed for a Project will require the Administering Organisation to obtain certifications from the New Personnel and their employers that are equivalent to the certifications for other Specified Personnel on the Project; and

(f) the change in Specified Personnel is approved, in writing, by the ARC.

15.2. If a CI is the only CI on a Project, and their involvement with the Project is to cease, Funding for the Project will be terminated.

15.3. If the Project Leader’s involvement with the Project is to cease, another Investigator who was an original CI on the Proposal may become the Project Leader if approved by the ARC.
16. **Transfer of Project or Specified Personnel**

16.1. The Administering Organisation must promptly notify the ARC of any Specified Personnel on a Project who moves to another organisation at any time during the Project Activity Period for that Project.

16.2. If the transferring Specified Personnel is the Project Leader, then the Administering Organisation may seek the ARC’s approval for the transfer of the Project to a new Eligible Organisation by submitting a VFA request outlining arrangements for the continuation of the Project and the continued administration of the Funding.

16.3. The ARC will only consider the transfer of a Project to another Eligible Organisation where the circumstances are exceptional. While each case is considered individually, acceptable scenarios would include where the current Administering Organisation believes that there is substantial change in the research environment at their institution for that type of research (for example, disintegration of the research team, abolition of the department, facilities becoming inoperable), or on compassionate grounds including carer responsibilities and family circumstances. Details of the circumstances must be provided in the VFA request.

16.4. In order to request the transfer of a Project to another Eligible Organisation (‘the recipient Eligible Organisation’), the Administering Organisation must submit a VFA request. The request must provide evidence that:

(a) all named parties agree to the transfer;

(b) the recipient Eligible Organisation agrees to provide support (including costs and in-kind financial support and facilities of commensurate quality) equivalent to or greater than that which would have been provided by the Administering Organisation and which satisfies 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 recipient Eligible Organisation and the Project’s Participating Organisation(s) will enter into a written Multi-Institutional Agreement of the type set out in clause 12;

(e) the research already undertaken will not be put at risk as a result of the proposed transfer;

(f) the transfer will further enhance the research; and

(g) where relevant, the Laureate Fellow, Future Fellow or DECRA Recipient aligns with the current and emerging research strengths of the recipient Eligible Organisation.

16.5. When an Administering Organisation is requesting the transfer of Funding for a Project, the ARC may approve the transfer of unspent Funds and indicative Funding for the Project and any Assets as outlined in clause 23.4 to the recipient Eligible Organisation, subject to clause 16.6 below.

16.6. If ARC approval is granted in such circumstances to transfer the Funding (and any Assets):

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*Funding Agreement for schemes under the Discovery Program (2017 edition)*
(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, in writing, the amount of all unspent Funds for the Project, including any unspent funds not located at the Administering Organisation, and pay the ARC such unspent Funds. The ARC may then provide the unspent Funds to the recipient Eligible Organisation;
   iii. report expenditure of Funding for the Project prior to the transfer in its End of Year Report and identify the transfer in the relevant field; 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. report expenditure of Funding for the Project subsequent to the transfer in its End of Year Report and identify the transfer in that Report; and
   iii. where relevant, enter into a written Multi-Institutional Agreement with the Project’s Participating Organisation(s) of the type set out in clause 12.

16.7. If a CI, Fellow or DECRA Recipient changes their organisation and the ARC’s approval is not given for arrangements for the continuation of the Project and the continued administration of the Funding, the Project may be terminated and any unspent Funds recovered by the ARC.

16.8. The Project and any equipment purchased with the Funding must not be transferred to the recipient Eligible Organisation until ARC approval for the transfer of the Funding is granted.

16.9. Relocation expenses associated with the transfer will not be paid by the ARC.

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

17. Relinquishment of a Project

17.1. The relinquishment of a Project will be considered only if the circumstances are exceptional and all Participating Organisations and Specified Personnel agree to the termination of the Project.

17.2. Notwithstanding this clause, successful Australian Laureate Fellows and Future Fellows are required to relinquish the Active Projects or their roles on Active Projects nominated in their Proposal that would make them ineligible to hold the Fellowship, in order to comply with clause A6.2 of the Funding Rules.

17.3. If, at any time during the term of the Project Activity Period, the Project is relinquished by the Administering Organisation, Funding for the Project will be terminated. In such cases, any unspent Funding for the Project will be recovered by the ARC.

17.4. The Administering Organisation shall immediately advise the ARC of the relinquishment of the Project by means of submitting a VFA request.
17.5. A Laureate Fellowship, Future Fellowship or DECRA cannot be transferred to another person. If, at any time during the term of the Project, a Fellow or DECRA Recipient relinquishes, or is no longer able to continue their Project, Funding for the Project will be terminated, including any PDRA or PGR components (if adequate supervision is not available for the PGR). In such cases, any unspent Funding for the Project will be recovered by the ARC.

17.6. If a Laureate Fellow, Future Fellow or DECRA Recipient undertakes additional employment including receiving a salary from another body during the Project Activity Period, under extenuating circumstances the ARC may allow the Project to continue so that any students funded by the Project can complete their studies. A VFA request must be submitted prior to the commencement of any additional employment for this to be considered.

17.7. The Administering Organisation must require Laureate Fellows, Future Fellows and DECRA recipients to give notice of one month to the Administering Organisation if they intend to relinquish the Project. The Administering Organisation shall immediately advise the ARC of the relinquishment of the Fellowship by means of submitting a VFA request.

17.8. The End of Year Report must contain details regarding any Projects that have been relinquished in that reporting year.

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

18. Negation of Employment by the Commonwealth

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

19. Conduct of Research

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

19.2. The Administering Organisation must ensure that a Project under this Agreement will not commence without appropriate ethical clearances from the relevant committees and/or authorities referred to in clause 20 or prescribed by the Administering Organisation’s research rules.

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

19.4. If a Conflict of Interest exists or arises, the Administering Organisation must have documented processes in place for managing the Conflict of Interest for the duration of the Project. 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.
19.5. Each Project must, unless otherwise approved by the ARC in writing, conform to the principles outlined in the following and their successor documents:

(a) the *Australian Code for the Responsible Conduct of Research* (2007);

(b) as applicable, the *National Statement on Ethical Conduct in Human Research* (2007, updated 2015);

(c) as applicable, NHMRC *Values and Ethics: Guidelines for Ethical Conduct in Aboriginal and Torres Strait Islander Health Research* (2003);

(d) as applicable, Australian Institute of Aboriginal and Torres Strait Islander Studies *Guidelines for Ethical Research in Australian Indigenous Studies* (2012);

(e) as applicable, Australia Council for the Arts *Indigenous Cultural Protocols for Producing Indigenous Music; Writing; Visual Arts; Media Arts; and Performing Arts* (2007);

(f) as applicable, the *Australian Code for the care and use of animals for scientific purposes* (2013).

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

20. **Research Special Conditions**

20.1. Importation of experimental organisms: The Administering Organisation must ensure that, before experimental organisms are imported into Australia for the purposes of a Project, the Administering Organisation or the CI of the Project must obtain agreement in principle for the importation from the appropriate Commonwealth and State authorities.

20.2. Research involving humans or other animals: If any Project conducted by the Administering Organisation involves research on or involving humans or other animals, the Administering Organisation must ensure that the codes adopted for these purposes by the National Health and Medical Research Council, ARC and Universities Australia are complied with. The proposed research must not commence without clearance from the Administering Organisation’s Ethics or Biosafety Committee (or equivalent) and from any other relevant authority.

20.3. Deposition of biological materials: Any biological material accumulated during the course of a Project shall be transferred to an Australian body with statutory responsibility for control of such material. If no such body is available to take control of the biological material, then the Administering Organisation must dispose of the material in accordance with the Administering Organisation’s established safeguards.

20.4. Genetic manipulation: If a Project involves the use of gene technology (as defined in the *Gene Technology Act 2000*), then before the proposed research commences, the Administering Organisation must ensure that the research has been approved in writing by the relevant Biosafety and/or Ethics Committees (or equivalent) of the Administering Organisation. The Administering Organisation must retain all certificates relating to the above and will provide evidence to the ARC if required to do so. The Administering Organisation must be accredited with the Office of the Gene Technology Regulator.
20.5. Ionising radiation: If a Project involves the use of ionising radiation, the Administering Organisation shall ensure that any personnel performing procedures involving ionising radiation are appropriately trained and hold a relevant current licence from the appropriate State authority. The Administering Organisation must retain all such licences and shall provide them to the ARC if required to do so.

20.6. Social science data sets: Any digital data arising from a Project 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 Project research. If a CI is not intending to do so within the two-year period, they should include the reasons in the Project’s Final Report.

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

21.1. The Administering Organisation must establish and comply with its own policies, procedures and arrangements for the ownership and management of all Material produced as a result of any Project funded under this Agreement.

21.2. For any Material produced under this Agreement, the Administering Organisation must ensure that all Specified Personnel:

   (a) take reasonable care of, and safely store, any data or specimens or samples collected during, or resulting from, the conduct of their Project;

   (b) make arrangements acceptable to the ARC for lodgement with an appropriate museum or archive in Australia of data or specimens or samples collected during, or resulting from, their Project; and

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

21.3. The ARC will support publication and dissemination costs as per the Funding Rules.

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

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

21.6. Consistent with the requirements outlined in this clause any material published in respect of an ARC-funded research activity must include acknowledgement of the ARC’s funding, including the ARC Project ID.

21.7. The ARC strongly encourages all researchers receiving ARC funding to have an ORCID identifier in their RMS Profile.
21.8. The ARC strongly encourages the depositing of data arising from a Project in an appropriate publicly accessible subject and/or institutional repository. Where appropriate, the Final Report must outline how data has been made publicly accessible.

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

22. **ARC Assessments**

22.1. The Administering Organisation must ensure that, for the term of this Agreement, if requested by the ARC, CIs, Fellows and DECRA recipients agree to:

(a) assess up to 20 new Proposals per awarded Project per annum for each year of Funding; and

(b) update and maintain RMS user data in their profile including Field of Research codes and expertise text which would reasonably enable matching of their expertise to ARC proposals for the purpose of assignment and assessment.

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

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

23. **Assets**

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

23.2. The Administering Organisation shall establish and comply with its own procedures and arrangements for purchasing, installing, recording, maintaining and insuring all items of equipment purchased with the Funds.

23.3. The Administering Organisation shall ensure that any Specified Personnel shall have first priority in the use and operation of equipment purchased for the Project and the Administering Organisation must, so far as is practicable, permit persons authorised by the ARC to have priority access to that equipment in preference to other persons.

23.4. Unless otherwise approved by the ARC, the ownership of any Asset purchased wholly or partly with the Funding shall be vested in the Administering Organisation, located on its campus and listed in its assets register unless:

(a) otherwise specified in the Proposal;

(b) the Project is terminated, in which case the ARC may, by notice in writing, require the transfer of any such item of equipment to the Commonwealth; or

(c) the Project is transferred to another organisation in accordance with clause 16, in which case, subject to the agreement of both the Administering Organisation and the recipient Eligible Organisation, the equipment purchased with Funds
provided under this Agreement for the relevant Project may also be transferred to the recipient Eligible Organisation.

24. **Intellectual Property and Copyright**

24.1 The Administering Organisation must adhere to an IP policy, approved by the Administering Organisation’s governing body, which has as one of its aims the maximisation of benefits to Australia arising from publicly funded research.

24.2 The Administering Organisation should also ensure that all participants on the Project are familiar with the current Intellectual Property and patent landscape for the research areas included in the Project application.

24.3 The Administering Organisation must incorporate appropriate processes for the strategic management of Project IP in its governance.

24.4 The ARC makes no claim on the ownership of IP brought into being as a result of the Project for which the Grant is provided.

24.5 This Agreement does not affect the ownership of IP in background IP.

24.6 Unless otherwise approved by the ARC, the Administering Organisation’s IP policy must comply with the National Principles of Intellectual Property Management for Publicly Funded Research.

24.7 Copyright in any Project application and in 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 Project application or a report and publish it on a non-profit basis for any purpose related to:

   (a) the evaluation and assessment of applications;
   
   (b) verifying the accuracy, consistency and adequacy of information contained in an application, or otherwise provided to the ARC;
   
   (c) the preparation and management of any grant agreement;
   
   (d) the administration, auditing, management or evaluation of the National Competitive Grants Program 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.

24.8 If a Project application 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.

24.9 The Administering Organisation must indemnify the Commonwealth and its Indemnities, against all claims, demands, suits, liabilities, costs, expenses, damages and losses suffered or incurred by the Indemnities arising out of or in connection with any actual or alleged infringement of a third party’s IP rights.

24.10 This indemnity shall not apply to the extent that a claim under it results from the Commonwealth’s negligence or wilful misconduct.
24.11 The indemnity referred to above survives the expiration or termination of this Agreement.

25. Indemnity

25.1. The Administering Organisation, will indemnify the Commonwealth, its officers, employees and agents against any liability, loss, damage, costs and expenses arising from any claim, suit, demand, action or proceeding by any person, arising out of, or in connection with:

(a) any infringement (or alleged infringement) of Intellectual Property rights by the Administering Organisation, its employees, agents or subcontractors in the course of, or incidental to:
   i. performing the Project; or
   ii. the use by the Commonwealth of reports provided by the Administering Organisation under this Agreement;

(b) any wilful, unlawful or negligent act or omission of the Administering Organisation, its employees, agents or subcontractors in connection with this Agreement.

25.2. This clause does not apply to a Commonwealth Entity which is contracting on behalf of the Commonwealth.

25.3. The Administering Organisation’s liability to indemnify the Commonwealth shall be reduced proportionally to the extent that any act or omission of the Commonwealth or its employees or agents contributed to the loss or liability.

25.4. The indemnity referred to in this clause shall survive the expiration or termination of this Agreement.

26. Protection of Personal Information

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

(a) to comply with the requirements of the Privacy Act 1988;

(b) not to do anything, which if done by the Commonwealth would be a breach of the Privacy Act 1988;

(c) not to transfer personal information held in connection with this Agreement outside Australia, or to allow parties outside Australia to have access to it, without the prior approval of the Commonwealth;

(d) to ensure that any person who has an access level which would enable that person to obtain access to any personal information (as defined in the Privacy Act 1988) is made aware of, and undertakes in writing, to observe the Australian Privacy Principles set out in Schedule 1 of the Privacy Act 1988;

(e) to comply with any policy guidelines laid down by the Commonwealth relating to the handling of personal information; and

(f) to ensure that any record (as defined in the Privacy Act 1988) containing personal information provided to the Administering Organisation by the
Commonwealth or any other person pursuant to this Agreement is, at the expiration or earlier termination of this Agreement, either returned to the ARC or deleted or destroyed in the presence of a person authorised by the ARC to oversee such deletion or destruction.

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

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

27. **Confidentiality**

27.1. The ARC agrees not to disclose any Confidential Information of the Administering Organisation, without the Administering Organisation’s consent.

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

   (a) about the Project in accordance with Commonwealth accountability and reporting requirements;

   (b) to a Minister of the Australian Government, a House or Committee of the Commonwealth Parliament;

   (c) to its personnel or another Commonwealth agency where this serves the Commonwealth’s legitimate interests;

   (d) to officers, employees, ARC assessors, or other third parties to enable effective assessment, evaluation, management or auditing of the Discovery Program schemes or any Funding Agreement;

   (e) for a purpose directly related to the enforcement or investigation of a possible breach of any Commonwealth, State, Territory or local law;

   (f) disclosed in accordance with any other provision of the Funding Rules or this Funding Agreement;

   (g) that is in the public domain other than due to a breach of this clause; or

   (h) to comply with obligations, or to exercise rights, under the *ARC Research Integrity and Research Misconduct Policy*.

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

28. **Acknowledgments, Publications and Publicity**

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

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

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

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

28.5. Where the Research Output is a publication, in addition to acknowledging ARC support, the relevant Project ID must be included. Metadata for the Research Output must include the ARC Project ID, list the ARC as a funding source and contain a permanent DOI for the Research Output. If a DOI is not available, then a permanent Uniform Resource Locator (URL) link must be provided instead to the Research Output.

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

29. **Administration of the Funding**

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

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

(a) the final payment of Funds by the ARC for the Project; or

(b) the final approved carryover of Funds for the Project.

30. **Audit and Monitoring**

30.1. The Administering Organisation is responsible for monitoring the expenditure of the Funding and certifying to the ARC that the Funding has been expended in accordance with this Agreement in the End of Year Report. If at any time, in the opinion of the Responsible Officer of the Administering Organisation, the Funding is not being expended in accordance with this Agreement, the Administering Organisation must take all action necessary to minimise further expenditure in relation to the Project and inform the ARC immediately by submitting a VFA request.

30.2. 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.
30.3. 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.

31. **Access to Premises and Records**

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

31.2. The access rights in this clause are subject to:
   (a) the provision of reasonable prior notice by the ARC; and
   (b) the Administering Organisation’s reasonable security procedures.

31.3. If a matter is being investigated which, in the opinion of the ARC, or any person authorised in writing by the CEO, may involve an actual or apprehended breach of the law, clause 31.2 will not apply.

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

31.5. Nothing in this clause affects the obligation of each party to continue to perform its obligations under this Agreement.

31.6. 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.

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

32. Reporting Requirements

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

32.2. End of Year Report and Progress Reporting by Exception

(a) The Administering Organisation must submit an End of Year Financial Report by 31 March in the year following each calendar year for which the Funding was awarded, in accordance with the instructions to be provided by the ARC each year. The first End of Year Report for funding commencing in 2018 is 31 March 2019. The first End of Year Report for funding commencing in 2019 is 31 March 2020. The form for this report will be made available by the ARC in RMS, with instructions on the ARC website.

(b) The End of Year Financial Report will contain information on all expenditure for that year for the Project including:
   i. any unspent Funds to be recovered by the Commonwealth;
   ii. any unspent Funds that the Administering Organisation is seeking to have carried over into the next year; and
   iii. the reasons why the unspent Funds are required to be carried over or recovered.

(c) Funds provided by the Commonwealth to the Administering Organisation which are not spent during the year of the Project Activity Period to which those funds were allocated may be carried over if approved by the ARC. If the Administering Organisation wishes any Funds to be carried over from one year to the next year, the Administering Organisation must request this approval in the End of Year Financial Report for the calendar year for which those Funds were initially paid.

(d) All unspent Funds are to be reported to the ARC. If a carryover is requested, it must include all unspent Funds allocated to the Project even if they are not located at the Administering Organisation.

(e) Where a carryover is requested for 75 per cent or more of the Funds allocated for a calendar year (excluding any Funds carried over from the previous calendar year), additional justification must be provided.

(f) Funds may be carried over more than 12 months only in exceptional circumstances and subject to approval by the ARC. Additional justification must be provided in this instance.

(g) A Progress Report by Exception must indicate if significant issues are affecting the progress of the Project.
(h) If the ARC is not satisfied with the progress of any Project, further payment of Funds will not be made until satisfactory progress has been made on the Project. If satisfactory progress is still not achieved within a reasonable period of time, the Funding may be terminated and all outstanding funds will be recovered by the ARC.

(i) Unsatisfactory progress on any Project may be noted against any further Proposals under any ARC scheme submitted on behalf of the CI, Future Fellows, Laureate, Fellows or DECRA Recipients and will be taken into account in the assessment of those Proposals.

32.3. Final Report

(a) Unless otherwise approved by the ARC, the Administering Organisation must ensure that Final Reports are provided for each Project within 12 months of the final payment of Funds by the ARC for the Project or within 12 months of the final ARC approved Project End Date, whichever is the later. The form for this report will be made available by the ARC in RMS, with instructions on the ARC website. The ARC may review the outcomes against the objective(s) of the Project as stated in the Proposal or any approved revised budget, aims and research plan.

(b) The Final Report must justify why any Research Outputs from a Project have not been made openly accessible within 12 months from the date the Research Output was published. The Final Report must outline how data arising from the Project have been made publicly accessible where appropriate.

(c) The ARC may also seek additional information about subsequent outputs and outcomes after submission of the Final Report.

(d) If a Final Report is considered by the ARC to be inadequate or is not submitted on time, the Administering Organisation of the Project may be contacted for further information. If the ARC is not satisfied with the outcomes of the Project, this may be noted against any further Proposals under any ARC scheme submitted on behalf of any CI, Fellow or DECRA Recipient on the Project and may be taken into account in the assessment of those Proposals.

(e) Proposals submitted under any ARC scheme on behalf of any CI, Fellow or DECRA Recipient on a Project for which the Final Report is outstanding may be deemed ineligible for approval of funding.

32.4. Mid-Term Case Studies (Australian Laureate Fellowship Projects only)

(a) Administering Organisations for successful Australian Laureate Fellowship Projects will be required to submit mid-term case studies for each Project.

(b) The ARC will provide details to Administering Organisations regarding this requirement.

32.5. The ARC requires Administering Organisations to inform the ARC when significant problems occur with an ARC-funded Project and/or with any serious matters concerning Specified Personnel. Such reporting matters should be directed to the ARC Post-award team.
32.6. All reporting obligations must have been fulfilled to the satisfaction of the ARC in order to be eligible to submit a Proposal for any further Project.

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

33. **Complaints and Allegations Relating to Research Integrity and Research Misconduct**

33.1. The Administering Organisation must comply with the **ARC Research Integrity and Research Misconduct Policy**, which is available on the **ARC website**, in relation to all ARC Funded research projects. The ARC will enforce reporting requirements and take precautionary and consequential action, when required, under this policy.

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

34. **Australian Research Integrity Committee**

34.1. 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)**.

35. **Recovery of Unspent Funds or Overpayments of Funds**

35.1. Any unspent Funds, and any amount of Funding paid to the Administering Organisation which exceeds the amount of financial assistance that is correctly payable to it may be recovered by the Commonwealth.

35.2. The Commonwealth may offset the unspent or overpaid Funds against the total of any further Funds payable to the Administering Organisation.

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

36. **Insurance**

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

37. **Dispute Resolution**

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

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

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

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

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

37.7. The procedure for dispute resolution under this clause does not apply to any action relating to termination, cancellation or urgent interlocutory relief.

38. **Termination of Funding for a Project**

38.1. The ARC may immediately terminate Funding for a Project by notice in writing to the Administering Organisation if:

- (a) the Administering Organisation commits any breach of this Agreement which the Commonwealth considers is not capable of remedy;
- (b) in the opinion of the ARC, progress on the Project is not satisfactory;
- (c) the ARC reasonably believes that one or more of the Funding conditions, as set out in this Agreement, have not been satisfied in relation to that Project;
- (d) the ARC reasonably believes that it has received inaccurate, incomplete or misleading information in relation to that Project, including in the Proposal or in any report provided under this Agreement;
- (e) the ARC reasonably believes there is fraud, misleading or deceptive conduct on the part of the Administering Organisation, any Personnel or any Participating Organisation in connection with the Project;
- (f) the Administering Organisation fails to comply with any additional ARC requirement or condition as notified by the ARC under clause 2.2;
- (g) the ARC receives notice that work on the Project will cease, or has ceased;
- (h) the Administering Organisation is unable to continue its role for any reason;
- (i) the Commonwealth terminates its commitment in the event of a change of government policy or other related government requirements; or
- (j) the ARC considers that the integrity of its selection processes, funding recommendations and/or funded research projects have been compromised as a result of the outcome of the investigation of research integrity and research misconduct complaints and allegations.

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

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

(c) the ARC may recover all or any Funding for the Project in accordance with clause 4.3.

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

38.4. Subject to clause 23.4, after the expiration or termination of this Agreement the Administering Organisation retains ownership of all Assets purchased using the Funds.

39. **Termination of Agreement**

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

(a) the ARC reasonably considers there is fraud, misleading or deceptive conduct on the part of the Administering Organisation, any Personnel or any Participating Organisation in connection with any or all Projects;

(b) the Administering Organisation fails to comply as soon as possible with any additional ARC requirement or condition as notified under clause 2.2;

(c) the Administering Organisation commits any breach of this Agreement that the ARC, acting reasonably, considers is capable of remedy, and has failed to rectify that breach within 30 days of receiving an earlier notice from the ARC requiring the breach to be remedied;

(d) the Administering Organisation is unable to continue in its role for any reason;

(e) the Administering Organisation commits any breach of this Agreement which the ARC, acting reasonably, considers is not capable of remedy; or

(f) the Commonwealth terminates its commitment in the event of a change of government policy or other related government requirements.

39.2. If the ARC terminates this Agreement:

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

(b) the Administering Organisation must provide the reports required by this Agreement, within the timeframes specified in this Agreement, unless otherwise notified by the ARC; and

(c) the ARC will immediately stop payment of all Funding under this Agreement and may recover any unspent Funds as at the date of termination from the Administering Organisation and any Funds not spent as set out in this Agreement.

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

39.4. Subject to clause 23.4, after the expiration or termination of this Agreement the Administering Organisation retains ownership of all Assets purchased using the Funds.
40. **Compliance with Law**

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

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

40.3. The Administering Organisation acknowledges that:

   (a) it is aware that the *Criminal Code Act 1995* provides for offences which attract substantial penalties, including theft of Commonwealth property, deception, fraudulent conduct, bribery, falsification of documents, and the unauthorised and intentional access, destruction, alteration, addition or impediment to data stored in any computer in the course of performing this Agreement;

   (b) it is aware that giving false or misleading information is a serious offence under the *Criminal Code Act 1995*;

   (c) the publication or communication of any fact or document by a person which has come to their knowledge or into their possession or custody by virtue of the performance of this Agreement may be an offence under section 70 of the *Crimes Act 1914*;

   (d) it is aware of the provisions of section 79 of the *Crimes Act 1914* relating to official secrets;

   (e) it may have obligations under the *Workplace Gender Equality Act 2012* and it must comply with those obligations; and

   (f) it is aware of and compliant with its obligations under relevant work, health and safety laws.

40.4. The Administering Organisation undertakes with respect to any officer, employee, agent or subcontractor who will have access to documents, materials or information that prior to having access, the officer, employee, agent and subcontractor will provide to the Administering Organisation an acknowledgment of awareness of the provisions of the section.


41. **Liaison**

41.1. 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:

   **Post-award team**
   Phone: 02 6287 6600

   **Australian Research Council**
   Fax: 02 6287 6638
42. **Applicable Law**

42.1. This Agreement is governed by the laws of the Commonwealth of Australia.
SCHEDULE A

Australian Laureate Fellowships Employment and Salary Support

A1 Australian Laureate Fellowship salary support

A1.1 The ARC will provide $160,664 (including 30 per cent on-costs) (2017$) as a salary supplement to a Professorial Level E (or equivalent).

A1.2 The Fellowship salary supplement is indexed annually. Updated levels are available on the ARC website.

A1.3 Salary funding for the Fellow includes a 30 per cent loading to cover salary-related on-costs, including payroll tax, workers compensation, leave loading, long-service leave, no-contributory and contributory superannuation, but it excludes items such as extended leave and severance pay. On-costs that exceed 30 per cent and other costs (such as costs associated with or incurred as a result of extended leave and severance pay) must be met by the Administering Organisation.

A1.4 Fellowships are funded for five years, subject to Parliamentary appropriations and the satisfactory progress as required by clause 32.2, and mid-term case study as required by clause 32.4.

A1.5 The ARC may provide salary support for a minimum of two PDRAs (for five years each) and stipend for a minimum of two PGRs (for four years each).

<table>
<thead>
<tr>
<th>Position</th>
<th>ARC Salary/Stipend rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Postdoctoral Research Associate (PDRA)</td>
<td>$197,288 per annum for two PDRAs (including 30 per cent on-costs)</td>
</tr>
<tr>
<td>Postgraduate Researcher (PGR)</td>
<td>$53,388 per annum for two PGRs (on-costs do not apply)</td>
</tr>
</tbody>
</table>

A2 Conditions of Employment of Australian Laureate Fellows

A2.1 The Administering Organisation must employ and provide the Fellow with a salary of a Level E professorial appointment (or equivalent) and salary for the duration of the Fellowship.

A2.2 The Administering Organisation must employ the Australian Laureate Fellow on a full-time basis for the duration of the Australian Laureate Fellowship.

A2.3 The Administering Organisation shall recognise Fellows as academic staff and incorporate them fully into the activities and academic life of the Administering Organisation, but should note that limits do apply.

A2.4 A Fellow cannot concurrently hold more than one ARC Fellowship or Award, and a holder of an ARC Fellowship or Award cannot concurrently hold a Fellowship from another Commonwealth funding agency. Before a Fellow commences the Australian Laureate Fellowship, the Administering Organisation must confirm that the Fellow
has completed or relinquished any current fellowships. This applies to all ARC Fellowships and any other fellowship held with another funding body unless otherwise approved by the ARC.

A2.5 Unless otherwise approved by the ARC, Fellows cannot hold another appointment/position (continuing or non-continuing) either at the Administering Organisation or at another organisation. Fellows must relinquish any existing appointment/positions (continuing or non-continuing) prior to commencement of the Fellowship. This does not apply to the salaried position that the Administering Organisation must provide as part of the Australian Laureate Fellowship.

A2.6 In exceptional circumstances other appointments may be approved where, in the view of the ARC, such appointments would enhance the Fellowship. Any such appointments must be sought from the ARC by submitting a VFA request prior to taking up the appointment, and will be at the absolute discretion of the ARC.

A2.7 A Fellow may serve as a Director of an ARC Centre provided they work full-time on research and research capacity building activities and that their administrative duties in the Centre do not consume a substantial amount of their time. If an Australian Laureate Fellow is to act as a Director of an ARC Centre or other research related centre, the Administering Organisation must advise the ARC by submitting a VFA request that includes details of the arrangements to be put in place which will ensure that the Fellows’ administrative duties will not consume a substantial amount of their time (including details of those persons who will be responsible for the administrative functions of the Centre).

A2.8 Australian Laureate Fellows are normally expected to work a minimum of 80 per cent (0.8 FTE) on research and research capacity-building activities. Research capacity-building activities could include research leadership in teams and centres (ARC Centres or other research-related centres) and supervision of Higher Degree by Research students, but do not include a major role in administration.

A2.9 The Australian Laureate Fellow is expected to spend a minimum of 20 per cent of their time on activities at the Administering Organisation.

A2.10 Notwithstanding clauses A2.2, A2.3, A2.6 and A2.9, a Fellow may undertake research supervision or academic duties in addition to performing the Fellowship but only where it enhances, rather than detracts from, the Project. However, a Fellow may not accept additional appointment(s) or remuneration without the prior agreement of the Administering Organisation and the ARC.

A2.11 The Australian Laureate Fellow must reside in Australia for a minimum of three out of the five years of the Fellowship, except where ARC approval has been granted.

A2.12 The Administering Organisation must ensure the Australian Laureate Fellow has access to periods of up to 14 weeks paid maternity leave where such leave is taken during the course of the Australian Laureate Fellowship. The ARC will provide up to 14 weeks additional funding per period for this purpose, and the Australian Laureate Fellowship period will be extended for a period equivalent to the duration of paid maternity leave. The Administering Organisation must seek ARC approval for any extension to the life of the Project exceeding the 14 weeks paid maternity leave. The Administering Organisation can claim funding for this purpose by submitting a VFA request.
A2.13 The Administering Organisation must ensure that Australian Laureate Fellows are entitled to take up to two weeks paid partner/parental leave at the time of birth or adoption to the parent who is not identified as the primary caregiver during the course of the Australian Laureate Fellowship. The ARC will provide up to two weeks additional funding for this purpose per period, and the Australian Laureate Fellowship period will be extended for a period equivalent to the duration of the paid partner/parental leave. The Administering Organisation can claim funding for this purpose by submitting a VFA request.

A2.14 The Administering Organisation must ensure that, during the Fellowship period, a Fellow shall be entitled to a leave of absence for recreation at the rate of four weeks per annum, to be taken at any time during the Fellowship period by arrangement between the Fellow and the Administering Organisation. However, the ARC will not provide additional funds to cover accrued leave proposed to be taken after the Fellowship period has expired or has been terminated. If a Fellow’s salary entitlements for recreation leave accrued during the Fellowship are to be funded from the Funding, the Fellow must take their recreation leave during the period of the Fellowship.

A2.15 In addition to recreation leave, as provided for in clause A2.14, maternity leave as provided for in clause A2.12, and partner/parental leave provided for in clause A2.13, the Fellow may take additional leave of up to 12 months in total during the Fellowship using accrued leave or leave without pay providing it is in accordance with the Administering Organisation’s normal practice and written approval has been obtained from the ARC. If approved by the ARC, the Fellowship period will be extended for a period equivalent to the length of (full-time equivalent) additional leave taken. In exceptional circumstances, or where warranted on compassionate grounds, the ARC may approve further additional leave and the Fellowship period may be extended accordingly. The Funds for the Fellowship which would otherwise have been payable during the period when additional leave is taken, will continue to be paid to the Administering Organisation during the leave period and are to be held in trust by the Administering Organisation during the leave period. Other than in clauses A2.12 and A2.13 above, the ARC will not supplement the Funds to cover any additional costs incurred as a result of the leave being taken or delay in finalisation of the Project/Fellowship.

A2.16 The conditions of employment for recipients of a Kathleen Fitzpatrick Australian Laureate Fellowship or a Georgina Sweet Australian Laureate Fellowship are covered by the same conditions of an Australian Laureate Fellow as specified in this clause A2, plus the additional responsibilities as specified in clause 7.11 of this Funding Agreement.

A3 Funding for PDRA and PGR elements
A3.1 The ARC may provide Funding for a minimum of two FTE PDRAs on the basis that the researcher works full-time on the Project and a minimum of two PGRs on the basis that the students undertake full-time study. Funding for PDRAs will be provided for five years on a full-time basis, subject to sufficient funding being available and continued satisfactory progress of the PDRA as determined by the ARC. The ARC supports part-time employment for PDRAs subject to the employment conditions of the Administering Organisation.
A3.2 Funding for PGRs will be provided for four consecutive years on a full-time basis only. The ARC will not provide additional funding to cover any extension to the study period of the award. The ARC supports part-time employment for PGRs subject to the conditions of the Administering Organisation as per clause A6.

A3.3 The ARC will not provide Funding for relocation expenses for a PDRA or PGR. These expenses must be met by the Administering Organisation.

A3.4 The Administering Organisation may supplement the PDRA’s salary or the PGR’s stipend from other sources.

A3.5 If the PDRA’s involvement in the Project is reduced, or the PGR’s HDR course is reduced, the annual indexed salary or stipend is to be reduced proportionately. The Administering Organisation must advise the ARC of a reduction in ARC funding by submitting a VFA request.

A3.6 Funding for PDRA salaries includes a 30 per cent loading to cover salary-related on-costs, including payroll tax, workers compensation, leave loading, long-service leave, non-contributory and contributory superannuation, but it excludes items such as extended leave and severance pay. On-costs that exceed 30 per cent and other costs (such as costs associated with or incurred as a result of extended leave and severance pay) must be met by the Administering Organisation.

A4 Selection of PDRAs and PGRs

A4.1 The Administering Organisation may only appoint a PDRA for the Project who has a PhD or has been approved by the ARC as having a research degree or experience equivalent to the award of a PhD.

A4.2 The Administering Organisation must appoint a PGR on merit. To be eligible to receive Higher Degree by Research funding, a student must:

(a) be enrolled in a full-time higher degree by research course at an Eligible Organisation;

(b) have an appropriate Honours 1 or high 2A (or equivalent) undergraduate degree (this may be relaxed where a candidate has developed considerable research expertise in industry);

(c) not be receiving similar funding or stipend from another Commonwealth program;

(d) not have completed a degree at the same level or at a higher level in the same field of endeavour; and

(e) not previously held an Australian Postgraduate Award (APA) or Australian Postgraduate Award Industry (APAI) unless it was terminated within the first six months of the earlier award.

A4.3 The Administering Organisation may relax A4.2(b) above if a candidate has developed considerable research expertise in industry, e.g. graduates with some years of relevant work experience such as research personnel from industry who wish to upgrade their research skills.
The Administering Organisation may approve a reduction in the period of the HDR course to take account of study previously undertaken towards the PGR’s degree. If the period is reduced, the ARC Funding for the PGR will be reduced commensurate with the reduction in the period. The Administering Organisation must advise the ARC of a reduction in ARC funding by submitting a VFA request.

**Commencement of PDRAs and PGRs**

**A5.1** The Administering Organisation must ensure that PDRAs and PGRs commence in accordance with clause 13 of this Agreement unless otherwise approved by the ARC.

**A5.2** PDRAs and PGRs cannot commence before the Laureate Fellow.

**A5.3** The Administering Organisation must ensure that a PDRA does not commence until after their PhD has been successfully examined, or after ARC approval has been obtained recognising their research degree or experience as equivalent to the award of a PhD.

**A5.4** If a PDRA cannot be appointed the funds allocated to the component will be recovered. Only in exceptional circumstances will unspent PDRA funds be converted to Project Funding. Any conversion or relinquishment of funds must be requested by submitting a VFA request.

**A5.5** All students who are commencing a HDR course and have been awarded a PGR must be given priority when Administering Organisations allocate places under the Research Training Scheme (RTS). This ensures that, where possible, PGR holders will be granted a Higher Education Contribution Scheme (HECS) exemption for the tenure of their award.

**A5.6** If an Administering Organisation is unable to support a PGR, for example, due to insufficient places being available or where the Administering Organisation does not participate in the RTS, the PGR holder may be enrolled in a fee-paying course for which, where possible, it would be expected that the tuition fees would be waived by the Administering Organisation.

**A5.7** If a PGR has not been appointed after two years from the Project Start Date for a year 1 commencing position or three years from the Project Start Date for a year 2 commencing position the funds allocated to the component will be recovered. Only in exceptional circumstances will unspent PGR funds be converted to Project Funding. Any conversion or relinquishment of funds must be requested by submitting a VFA request.

**Employment, Leave and Other Conditions relating to PDRAs and PGRs**

**A6.1** The Administering Organisation may provide PDRAs and PGRs with sick, recreation, maternity and partner/parental leave in accordance with the usual practice of the Administering Organisation. The ARC will not provide additional funds to cover accrued leave proposed to be taken after the PDRA or PGR period has expired or been terminated in accordance with this Agreement. PDRAs and PGRs should therefore take recreation leave or other leave during the period of the PDRA or PGR tenure.
A6.2 The ARC will not supplement the Funds to cover any additional costs incurred as a result of any leave being taken or a delay in finalisation of the Project.

A6.3 A PDRA may undertake overseas research for up to two years as part of the Project, provided that it is in the best interest of the research and its outcomes, and of national benefit to Australia. Prior written approval of the ARC is required through submission of a VFA request if a budget change is required to facilitate the travel.

A6.4 A PGR may undertake overseas research for up to 18 months, provided the overseas research will be credited to the relevant PGR's course of study and suitable supervisory and infrastructure arrangements are in place. Prior written approval of the ARC is required through submission of a VFA request if a budget change is required to facilitate the travel.

A6.5 The Administering Organisation must ensure that PGRs do not engage in any paid employment which contravenes the rules of the Administering Organisation.

A6.6 The Administering Organisation may approve a part-time award where the Administering Organisation supports it. Part-time awards are not available to candidates seeking to undertake paid employment on a full-time or on a substantial part-time basis. Substantial part-time work is regarded as being more than the Administering Organisation would permit its full-time award holders to undertake without interfering with their study programs.

A6.7 The Administering Organisation will subject part-time PGRs to the same restrictions on employment as full-time PGRs.

A6.8 PGRs approved to study part-time may revert to full-time study at any time.

A6.9 A part-time PGR is expected to progress at half the rate of a full-time award holder and the Administering Organisation must pay them one half the normal full-time stipend. The maximum time available for the completion of the PGR component of an Australian Laureate Fellowship is eight years.

A6.10 The Administering Organisation must provide PDRAs or PGRs with the same access to infrastructure as applies to academic staff or research students at the same level within the Administering Organisation and afford them equal status with similar staff or research students for the provision of accommodation, access to necessary laboratory and workshop facilities, adequate time on the Administering Organisation’s computer and other equipment, stationery, photocopying and typing services. The Administering Organisation is also required to provide reasonable time on major equipment necessary for the conduct of the PDRA’s research Project or PGR’s research degree.

A7 Suspension of a PDRA or PGR

A7.1 A PDRA may apply to the Administering Organisation for a suspension of the position for a period of up to 12 months in total during the tenure period to enable the researcher to undertake other employment. This may occur if, for example, a PDRA is offered a short-term teaching or research position or to gain work experience in industry. The Funds for the PDRA which would otherwise have been payable during the suspension period(s) will continue to be paid to the Administering Organisation during the suspension period(s) and are to be held on trust by the Administering Organisation during the suspension period(s). The ARC will not
supplement the Funds to cover any additional costs incurred as a result of the
suspension of the PDRA position. The ARC will recover any unspent Funds upon
conclusion of the Project.

A7.2 A PGR may apply to the Administering Organisation for a suspension of their award
to enable them to gain work experience in industry or, in exceptional circumstances,
for compassionate reasons.

A7.3 PDRA or PGR suspensions should be notified to the ARC via the End of Year
Report and Progress Reporting by Exception process as specified at clause 32.2.

A8 Change of PDRAs or PGRs
A8.1 If a PDRA is no longer able to continue in the position, a new PDRA may be
selected by the Administering Organisation provided that the researcher meets the
eligibility criteria as specified in the Funding Rules.

A8.2 If a PGR is no longer able to continue in the position within the first two years of the
Project’s Start Date, a new PGR may be selected by the Administering Organisation
provided that the student meets the eligibility criteria as specified in this Agreement.

A8.3 If a PGR is no longer able to continue in the position beyond the first two years of
the Project Start Date, only in exceptional circumstances can a replacement PGR be
appointed.

A8.4 The unspent PDRA or PGR Funding provided for the initial participant may be used
for the replacement PDRA or PGR. The ARC will not supplement the Funds to cover
any salary funding in excess of that originally funded for the Project. The
Administering Organisation will be responsible for any shortfall between the amount
of funds provided by the ARC and the amount required for the replacement PDRA or
PGR.

A9 Reporting of Relinquished PDRAs or PGRs
A9.1 If a PDRA or PGR, at any time, relinquishes their position, and the Funding for this
role is to be returned to the ARC, the Administering Organisation must advise the
ARC as soon as possible by submitting a VFA request.

A10 Completion date of PDRAs and PGRs
A10.1 The completion date of all PDRA components on the Project will be the same as the
Fellowship. The PDRA will not be extended beyond the end date of the Australian
Laureate Fellow, unless approved by the ARC

A10.2 The completion date of all PGR components on the Project will be the same as the
Project End Date.

A10.3 The term of the replacement PGR may be extended beyond the Project End Date
for the purposes of meeting PhD requirements. However the Administering
Organisation will be responsible for ongoing support of the candidate and their
research project until completion of the candidate’s research project. ARC funds
cannot be used past the Project End Date.
SCHEDULE B

Future Fellowships Employment and Salary Support

B1 ARC notional Future Fellowship salaries for funding commencing in 2018

B1.1 The figures in the table below are based on the 2017 levels of Funding and will be subject to variation (for example, due to annual indexation). Updated levels will be available on the ARC website.

<table>
<thead>
<tr>
<th>Current Academic Level (or equivalent)</th>
<th>Future Fellowship Salary Level to be requested</th>
<th>Total Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level B or below</td>
<td>Step 1 (1.0 FTE)</td>
<td>$152,630 per annum (including 30 per cent on-costs)</td>
</tr>
<tr>
<td>Level C</td>
<td>Step 2 (1.0 FTE)</td>
<td>$184,766 per annum (including 30 per cent on-costs)</td>
</tr>
<tr>
<td>Level D or above</td>
<td>Step 3 (1.0 FTE)</td>
<td>$216,896 per annum (including 30 per cent on-costs)</td>
</tr>
</tbody>
</table>

B1.2 Fellowship salary supplement is indexed annually.

B1.3 Funding for the Future Fellow includes a 30 per cent loading to cover salary-related on-costs, including payroll tax, workers compensation, leave loading, long-service leave, no-contributory and contributory superannuation, but it excludes items such as extended leave and severance pay. On-costs that exceed 30 per cent and other costs (such as costs associated with or incurred as a result of extended leave and severance pay) must be met by the Administering Organisation.

B2 Conditions of Employment of Future Fellows

B2.1 The Administering Organisation shall recognise Future Fellows as academic staff and incorporate them fully into the activities and academic life of the Administering Organisation, but should note that limits do apply. The provision of salaries, recreation leave, sick leave and other conditions of employment for Future Fellows shall be those of the Administering Organisation.

B2.2 A Future Fellow may undertake research supervision or academic duties in addition to performing the Fellowship but only where it enhances, rather than detracts from, the Project. However, a Future Fellow may not accept additional appointment(s) or remuneration without the prior agreement of the Administering Organisation and the ARC.

B2.3 Future Fellows may undertake research at a Host Organisation(s) providing that the Administering Organisation clearly demonstrates this is in the best interests of the research and its outcomes, and is of national benefit to Australia.
B2.4 The Administering Organisation must ensure the Future Fellow has access to periods of up to 14 weeks paid maternity leave where such leave is taken during the course of the Future Fellowship. The ARC will provide up to 14 weeks additional funding per period for this purpose, and the Future Fellowship period will be extended for a period equivalent to the duration of paid maternity leave. The Administering Organisation must seek ARC approval for any extension to the life of the Project exceeding the 14 weeks paid maternity leave. The Administering Organisation can claim funding for this purpose by submitting a VFA request.

B2.5 The Administering Organisation must ensure that Future Fellows are entitled to take up to two weeks paid partner/parental leave at the time of birth or adoption to the parent who is not identified as the primary caregiver during the course of the Future Fellowship. The ARC will provide up to two weeks additional funding for this purpose and the Future Fellowship period will be extended for a period equivalent to the duration of the paid partner/parental leave. The Administering Organisation can claim funding for this purpose by submitting a VFA request.

B2.6 The Administering Organisation must ensure that, during the Future Fellowship period, a Future Fellow shall be entitled to leave of absence for recreation at the rate of four weeks per annum, to be taken at any time during the Future Fellowship period by arrangement between the Future Fellow and the Administering Organisation. However, the ARC will not provide additional funds to cover accrued leave proposed to be taken after the Future Fellowship period has expired or has been terminated. If a Future Fellow’s salary entitlements for recreation leave accrued during the Future Fellowship are to be funded from the Funding, the Future Fellow must take their recreation leave during the period of the Future Fellowship.

B2.7 In addition to recreation leave, as provided for in clause B2.6, maternity leave as provided for in clause B2.4, and partner/parental leave in clause B2.5, the Future Fellow may take additional leave of up to 12 months in total during the Future Fellowship using accrued leave or leave without pay providing it is in accordance with the Administering Organisation’s normal practice and written approval has been obtained from the ARC. If approved by the ARC, the Future Fellowship period will be extended for a period equivalent to the length of (full-time equivalent) additional leave taken. In exceptional circumstances, or where warranted on compassionate grounds, the ARC may approve further additional leave and the Future Fellowship period may be extended accordingly. The Funds for the Future Fellowship which would otherwise have been payable during the period when additional leave is taken will continue to be paid to the Administering Organisation during the leave period and are to be held in trust by the Administering Organisation during the leave period. Other than in clauses B2.4 and B2.5 above, the ARC will not supplement the Funds to cover any additional costs incurred as a result of the leave being taken or delay in finalisation of the Project.
SCHEDULE C

Discovery Early Career Researcher Award Employment and Salary Support

C1 Discovery Early Career Researcher Award salary support

C1.1 The ARC will provide $100,858 (2017$) including 30 per cent on-costs as salary supplement.

C1.2 This figure is based on the 2017 levels of funding and will be subject to variation (for example, due to annual indexation). Updated levels will be available on the ARC website.

C1.3 The DECRA salary supplement is indexed annually.

C1.4 DECRA Recipients are funded for three years full-time, subject to Parliamentary appropriations and satisfactory progress as required by clause 32.2.

C1.5 Funding for the DECRA includes a 30 per cent loading to cover salary-related on-costs, including payroll tax, workers compensation, leave loading, long-service leave, no-contributory and contributory superannuation, but it excludes items such as extended leave and severance pay. On-costs that exceed 30 per cent and other costs (such as costs associated with or incurred as a result of extended leave and severance pay) must be met by the Administering Organisation.

C2 Conditions of Employment of DECRA Recipients

C2.1 DECRA Recipients must hold an appointment appropriate to support the DECRA at the Administering Organisation for the duration of the Award; this excludes honorary, adjunct or equivalent appointments.

C2.2 The DECRA will be awarded on a full-time basis. The DECRA may be converted to part-time at any time subject to the employment conditions of the Administering Organisation, provided that the DECRA does not exceed six years from the Project Start Date. ARC approval for the conversion to part-time must be requested by submitting a VFA request.

C2.3 The Administering Organisation must ensure a DECRA recipient has access to periods of up to 14 weeks paid maternity leave where such leave is taken during the course of the Award. The ARC will provide up to 14 weeks additional funding per period for this purpose, and the DECRA period will be extended for a period equivalent to the duration of paid maternity leave. The Administering Organisation must seek ARC approval for any extension to the life of the Period exceeding the 14 weeks paid maternity leave. The Administering Organisation can claim funding for this purpose by submitting a VFA request.

C2.4 The Administering Organisation must ensure that a DECRA Recipient is entitled to take up to two weeks paid partner/parental leave at the time of birth or adoption to the partner/parent who is not identified as the primary caregiver during the course of the DECRA. The ARC will provide up to two weeks additional funding for this purpose per period, and the DECRA period will be extended for a period equivalent
to the duration of the paid partner/parental leave. The Administering Organisation can claim funding for this purpose by submitting a VFA request.

**C2.5** The Administering Organisation must ensure that, during the DECRA period, a DECRA Recipient shall be entitled to leave of absence for recreation at the rate of four weeks per annum, to be taken at any time during the DECRA period by arrangement between the DECRA Recipient and the Administering Organisation. However, the ARC will not provide additional funds to cover accrued leave proposed to be taken after the DECRA period has expired or has been terminated. If a DECRA Recipient’s salary entitlements for recreation leave accrued during the DECRA are to be funded from the Funding, the DECRA Recipient must take their recreation leave during the period of the DECRA.
SCHEDULE D

Discovery Aboriginal and Torres Strait Islander Award Employment and Salary Support

D1 Discovery Aboriginal and Torres Strait Islander Award for funding commencing in 2018

D1.1 The figures in the table below are based on the 2017 levels of funding and will be subject to variation (for example, due to annual indexation). Updated levels will be available on the ARC website.

<table>
<thead>
<tr>
<th>DAATSIA Funding Levels</th>
<th>Total Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>DAATSIA Step 1 (1.0 FTE)</td>
<td>$100,858 per annum including 30 per cent on-costs.</td>
</tr>
<tr>
<td>DAATSIA Step 2 (1.0 FTE)</td>
<td>$118,658 per annum including 30 per cent on-costs.</td>
</tr>
<tr>
<td>DAATSIA Step 3 (1.0 FTE)</td>
<td>$154,254 per annum including 30 per cent on-costs.</td>
</tr>
<tr>
<td>DAATSIA Step 4 (1.0 FTE)</td>
<td>$177,988 per annum including 30 per cent on-costs.</td>
</tr>
<tr>
<td>DAATSIA Step 5 (1.0 FTE)</td>
<td>$213,584 per annum including 30 per cent on-costs.</td>
</tr>
</tbody>
</table>

D1.2 The DAATSIA salary is indexed annually.

D1.3 DAATSIA Recipients are funded for the same length as the Project, subject to Parliamentary appropriations and satisfactory progress as required by clause 32.2.

D1.4 Funding for the DECRA includes a 30 per cent loading to cover salary-related on-costs, including payroll tax, workers compensation, leave loading, long-service leave, no-contributory and contributory superannuation, but it excludes items such as extended leave and severance pay. On-costs that exceed 30 per cent and other costs (such as costs associated with or incurred as a result of extended leave and severance pay) must be met by the Administering Organisation.

D2 Conditions of Employment of DAATSIA Recipients

D2.1 DAATSIA Recipients must hold an appointment appropriate to support the DAATSIA at the Administering Organisation for the duration of the Award; this excludes honorary, adjunct or equivalent appointments.

D2.2 The DAATSIA will be awarded on a full-time basis. The DAATSIA may be converted to part-time at any time subject to the employment conditions of the Administering Organisation, provided that the DAATSIA does not exceed eight years from the Project Start Date. ARC approval for the conversion to part-time must be requested by submitting a VFA request.
D2.3 The Administering Organisation must ensure a DAATSIA recipient has access to periods of up to 14 weeks paid maternity leave where such leave is taken during the course of the Award. The ARC will provide up to 14 weeks additional funding per period for this purpose, and the DAATSIA period will be extended for a period equivalent to the duration of paid maternity leave. The Administering Organisation must seek ARC approval for any extension to the life of the Period exceeding the 14 weeks paid maternity leave. The Administering Organisation can claim funding for this purpose by submitting a VFA.

D2.4 The Administering Organisation must ensure that a DAATSIA Recipient is entitled to take up to two weeks paid partner/parental leave at the time of birth or adoption to the partner/parent who is not identified as the primary caregiver during the course of the DAATSIA. The ARC will provide up to two weeks additional funding for this purpose per period, and the DAATSIA period will be extended for a period equivalent to the duration of the paid partner/parental leave. The Administering Organisation can claim funding for this purpose by submitting a VFA.

D2.5 The Administering Organisation must ensure that, during the DAATSIA period, a DAATSIA Recipient shall be entitled to leave of absence for recreation at the rate of four weeks per annum, to be taken at any time during the DAATSIA period by arrangement between the DAATSIA Recipient and the Administering Organisation. However, the ARC will not provide additional funds to cover accrued leave proposed to be taken after the DAATSIA period has expired or has been terminated. If a DAATSIA Recipient’s salary entitlements for recreation leave accrued during the DAATSIA are to be funded from the Funding, the DAATSIA Recipient must take their recreation leave during the period of the DAATSIA.

D3 Conduct of Elements of Projects: Discovery Aboriginal and Torres Strait Islander Award (DAATSIA)

D3.1 The DAATSIA must commence at the same time as the Project in accordance with clause 13.

D3.2 The Administering Organisation must provide salary funding to each DAATSIA Recipient named in the Funding Offer, at the notional level of the DAATSIA salary as listed in clause D1 (or as otherwise varied by the ARC).

D3.3 The Administering Organisation must ensure that the DAATSIA candidate listed in the Funding Offer has access to basic facilities (including, but not limited to, those items specified in the Funding Rules) during their time at the Host Organisation(s).