



Australian Government

Australian Research Council

Funding Agreement

between the

Commonwealth of Australia

as represented by the

Australian Research Council

and

{{Organisation}}

regarding funding for schemes under the
Linkage Program (2017 edition)

- ***Industrial Transformation Research Hubs*** funding commencing in 2018
- ***Industrial Transformation Training Centres*** funding commencing in 2018
- ***Linkage Projects*** funding applied for in 2018
- ***Linkage Infrastructure, Equipment and Facilities*** funding commencing in 2019

Table of Clauses

Parties & Recitals	5
Definitions	5
1. Interpretation	10
2. Entire Agreement and Variation	10
3. Term of Agreement and Project Activity Period	10
4. Payment of Funding	11
5. Taxes, duties and government charges	13
6. Accuracy of Information	13
7. Use of the Funding: Activities, Facilities and Types of Work	14
8. Use of the Funding: Provision of Salaries, Relief for Teaching and for Other Duties	15
9. Over-expenditure by the Administering Organisation	16
10. Conditions of Employment	16
11. Participating Organisation Agreements	16
12. International Facility Agreements	19
13. Default of Participating Organisation	20
14. Commencement of Project: Final Date for Commencement and Participating Organisation Written Agreements	21
15. Suspension of Project	21
16. Change of Specified Personnel	22
17. Transfer of Project or Specified Personnel	23
18. Relinquishment of a Project	26
19. Negation of Employment by the Commonwealth	26
20. Conduct of Research	26
21. Research Special Conditions	27
22. Material Produced Under this Agreement, Publication and Dissemination of Research Outputs and Research Data	28
23. ARC Assessments	29
24. Assets	29
25. Intellectual Property and Copyright	30

26.	Indemnity	31
27.	Protection of Personal Information	31
28.	Confidentiality	32
29.	Acknowledgments, Publications and Publicity	32
30.	Administration of the Funding.....	33
31.	Audit and Monitoring	33
32.	Access to Premises and Records.....	34
33.	Reporting Requirements	35
34.	Complaints and Allegations Relating to Research Integrity and Research Misconduct..	38
35.	Australian Research Integrity Committee	38
36.	Recovery of Unspent Funds or Overpayments of Funds	38
37.	Insurance	38
38.	Dispute Resolution	38
39.	Termination of Funding for a Project	39
40.	Termination of Agreement.....	40
41.	Compliance with Law	40
42.	Liaison	41
43.	Applicable Law	41
	SCHEDULE A	42
A1.	Underlying principles and practical considerations	42
	SCHEDULE B	44
B1.	ICHDR and ICPD salaries	44
B2.	Recruitment.....	44
B3.	Commencement of ICHDR or ICPD	44
B4.	ICHDR and ICPD Duration	45
B5.	Extension of ICHDRs	45
B6.	Change of ICHDR or ICPD.....	46
B7.	ICHDR and ICPD Employment Conditions	46
	SCHEDULE C	48
C1.	Establishment Period	48

C2.	Recruitment Processes	48
C3	Strategic Planning	48
C4	On-going Hubs and Centres Funded in Previous ITRP rounds.....	49
C5	Discretionary Funds	49
C6.	New Organisations participating on an ITRP Project	50
C7.	Administration of ITRP Projects.....	50

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 *Linkage Program* ('the Scheme');
- B. The Commonwealth accepts that the Administering Organisation is an eligible body for the purposes of the Scheme, and the Commonwealth may provide financial assistance to support the Administering Organisation to conduct the Projects, including the approved Funding elements, being those described in the Funding Offer;
- C. The Commonwealth is required by law to ensure the accountability of Funding and, accordingly, the Administering Organisation is required to be accountable for all Commonwealth Funding it receives under this Agreement; and
- D. The Commonwealth wishes to provide Funding under the Scheme to the Administering Organisation for the purposes, and subject to the terms and conditions, set out in this Agreement.

IT IS HEREBY AGREED as follows:

Definitions

In this Agreement, unless the contrary intention appears:

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

Active Project means a Project that is receiving funding according to the terms of the original 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 Act means the *Australian Research Council Act 2001*.

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

ARC Fellowship means a named Fellowship position within any ARC scheme where the

salary is funded wholly or partly by the ARC.

ARC website is www.arc.gov.au.

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

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

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

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

Department means the Commonwealth Department of Education and Training.

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

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

End of Year Report means the report described in clause 33.3.

Establishment Period means the period before all written agreements with Participating Organisations are executed.

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

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

Final Report means the report described in clause 33.6.

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.

Funding Rules means the *Funding Rules for schemes under the Linkage Program (2017*

edition) which applies to the following schemes: *Industrial Transformation Research Hubs* funding commencing in 2018, *Industrial Transformation Training Centres* funding commencing in 2018, *Linkage Projects* funding applied for in 2018 and *Linkage Infrastructure, Equipment and Facilities* funding commencing in 2019.

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.

Hub Manager means a person with relevant skills and experience who is employed to manage and facilitate the day-to-day operation of the Hub.

ICHDR means a HDR candidate funded by the ARC through the Administering Organisation, who meets the ICHDR candidate eligibility criteria under the Funding Rules, and who will be employed on the ITTC Project.

ICPD means a postdoctoral fellow funded by the ARC through the Administering Organisation, who meets the ICPD candidate eligibility criteria under the Funding Rules, and who will be employed on the ITTC Project.

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

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*).

ITRH means the *Industrial Transformation Research Hubs* scheme.

ITTC means the *Industrial Transformation Training Centres* scheme.

ITRP means the *Industrial Transformation Research Program*, which includes the *Industrial Transformation Training Centres* scheme and *Industrial Transformation Research Hubs* scheme.

Key Performance Indicators (KPIs) means a set of quantifiable measures that is used to monitor the Project and report on progress of research outcomes as outlined in clause 33.2.

LIEF means the *Linkage Infrastructure, Equipment and Facilities* scheme.

Linkage Program refers to the schemes funded under the Linkage Program of the NCGP which consist of: *Industrial Transformation Research Hubs*, *Industrial Transformation Training Centres*, *Linkage Projects* and *Linkage Infrastructure, Equipment and Facilities*, *ARC Centres of Excellence* and other schemes as updated from time to time.

LP means the *Linkage Projects* scheme.

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

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

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

NHMRC means the National Health and Medical Research Council.

ORCID Identifier means a persistent digital identifier for an individual participant, available on the [ORCID website, www.orcid.org](http://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 and includes any replacement organisation or organisations approved by the ARC in accordance with clause 13.2 and 13.3.

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, and includes any replacement organisation or organisations approved by the ARC in accordance with clause 13.2 and 13.3.

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

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

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

Partner Organisation means any company, government entity, incorporated body or other collaborating organisation, other than an Eligible Organisation or Other Organisation, which is listed on a Proposal as a contributor to a Project, or as otherwise approved by the Minister, and includes any replacement organisation or organisations approved by the ARC in accordance with clause 13.2 and 13.3.

Party means the Administering Organisation or the Commonwealth.

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

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

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

Progress Report by Exception means the report described in clause 33.3.

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

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

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

Project Leader means the participant from the Administering Organisation who is the first-named Chief Investigator on the Proposal, or in the case of the ITRH and ITTC schemes, the Research Hub Director or Training Centre Director respectively, 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 Hub Director means the first-named CI on an ITRH Proposal, or such other person otherwise approved by the Minister and includes any replacement person approved by the ARC in accordance with this Agreement.

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

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

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

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

RMS means the ARC's online Research Management System.

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 Research Hub Director (where relevant), Training Centre Director (where relevant), Chief Investigator(s) and Partner Investigator(s) named in the Funding Offer to perform the Project or as approved by the ARC.

Training Centre Director means the first-named CI on an ITTC Proposal, or such other person otherwise approved by the Minister and includes any replacement person approved by the ARC in accordance with this Agreement.

Training Centre Manager means a person with relevant skills and experience who is employed to manage and facilitate the day-to-day operation of the Training Centre.

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 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"

1. Interpretation

- 1.1. In this Agreement, unless the contrary intention appears:
 - a) clause headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer;
 - b) words in the singular number include the plural and vice versa; and
 - c) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.
- 1.2. This Agreement is subject to the ARC Act. If there is any conflict between this Agreement and the ARC Act, then the ARC Act prevails to the extent of any inconsistency.

2. Entire Agreement and Variation

- 2.1. This Agreement, including Schedules, the Proposal for each Project and the 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 except for LIEF, which receives annual payment(s).
- 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, lead and coordinate 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 as otherwise approved by the ARC and any conditions otherwise imposed by the ARC in accordance with the ARC Act, and in accordance with the requirements of this Agreement and the Funding Rules;
 - (e) that the Administering Organisation only receives Funding under this Agreement to which it is properly entitled;
 - (f) that the Administering Organisation enters into (and maintains) an agreement with each other Participating Organisation that meets the requirements of clause 11;
 - (g) that under the LIEF scheme, the Cash Contributions from Participating Organisations are paid to the Administering Organisation by 30 October 2019, unless otherwise approved by the ARC;
 - (h) that under the LIEF scheme, and where a Project involves coordinated access to an international facility, the Administering Organisation enters into (and maintains) an agreement with each international facility that meets the requirements of clause 12;
 - (i) that the Partner Organisation contributions for a Project satisfy the requirements set out in this Agreement (including in Schedule C for the ITRH and LP schemes) and the Funding Rules, unless otherwise approved by the ARC;
 - (j) that the Administering Organisation submits on time all reports required under this Agreement, in the form and with content satisfactory to the ARC;
 - (k) that progress of the Project is, in the opinion of the ARC, satisfactory;

- (l) 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;
 - (m) 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;
 - (n) that all Participating Organisations, at all times during their participation in a Project, meet the eligibility criteria specified in the Funding Rules;
 - (o) 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;
 - (p) 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)*;
 - (q) 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 (including for Research Infrastructure under the LIEF scheme) funded under this Agreement;
 - (r) that there is no duplication of Commonwealth funding for the research and/or activities funded under this Agreement;
 - (s) 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 16;
 - (t) 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;
 - (u) that the Administering Organisation is responsible for any and all taxation implications associated with receiving the Funds; and
 - (v) 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 above 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, except as provide by this Agreement.
- 5.2. If Goods and Services Tax (GST) is payable by a supplier on any supply made under this Agreement, the recipient of the supply will pay to the supplier an amount equal to the GST payable on the supply, in addition to and at the same time that the consideration for the supply is to be provided under this Agreement.
- 5.3. If at the commencement of the Agreement, the Administering Organisation is not registered for GST and during the term of the Agreement the Administering Organisation becomes, or is required to become, registered for GST, the Administering Organisation agrees to notify the Commonwealth in writing within seven days of becoming registered for GST.

6. 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. Under the LIEF scheme, as set out in the Funding Rules, Projects involving non-capital work aspects for library or research information infrastructure may include salaries and minor pieces of equipment to build an integrated facility if provision was made for those costs in the Proposal and if the entire Project is a cohesive attempt to provide infrastructure support for research.
- 7.6. 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.
- 7.7. Unless otherwise approved by the ARC, the Administering Organisation must provide the resources to undertake each Project as specified in the Proposal.
- 7.8. 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.
- 7.9. 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. Overseas PIs who are not employed by an Administering Organisation do not need to provide certification from their employing organisation.

8. Use of the Funding: Provision of Salaries, Relief for Teaching and for Other Duties

- 8.1. The Funding specified in the Funding Offer must not be used for the provision of salary support for Specified Personnel.
- 8.2. Under the ITRH, ITTC and LP 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. Subject to clause 7, 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.
- 8.4. Under the ITTC scheme, Funding may be used for stipends for ICHDRs and ICPDs, in accordance with the conditions outlined in Schedule B. ICHDR and ICPD requests must be included in the Proposal and not be prohibited as a Special Condition.
- 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 which should not unduly delay recruitment into the project;
 - (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 ITTC scheme, in recruiting ICHDRs and ICPDs the Administering Organisation shall follow the recruitment procedures outlined in Schedule B.
- 8.6. Under the ITRH and LP schemes, Funding may be used by the Administering Organisation to fund the relief of CIs 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, for all CIs, 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. Notwithstanding this clause, please see Schedule C for ITRP commencement details.
- 8.9. Under the ITRH, ITTC and LP schemes, a Partner Organisation's cash contribution to the Administering Organisation for the Project may be used to raise the levels of the salaries paid to Personnel, excluding the salaries of Specified Personnel.
- 8.10. Under the ITRH and LP schemes, where a 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) the HDR stipend per annum must be at an appropriate level as specified in the ARC salary and stipend rates document on the [ARC website](#) and the relevant Funding Rules;
- (c) management of candidature of HDR stipend recipients will be at the discretion of the Administering Organisation or Participating Organisation as appropriate. This includes but is not limited to selection, appointment, periods of leave and/or suspension of candidature; and
- (d) 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.

9. Over-expenditure by the Administering Organisation

- 9.1. 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.

10. Conditions of Employment

- 10.1. The Administering Organisation shall provide each Specified Personnel with a copy of this Agreement within a reasonable time after the execution of the Agreement.
- 10.2. The Administering Organisation warrants that it has made proper inquiries of the Specified Personnel in relation to their eligibility to perform the Project.
- 10.3. 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.
- 10.4. 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.
- 10.5. The Administering Organisation shall ensure that all Conditions of Employment as detailed in this Agreement are met.

11. Participating Organisation Agreements

- 11.1. The Administering Organisation must not allow a Project to commence, nor Funding to be expended, until it has entered into an agreement with each other Participating Organisation in accordance with this clause. Notwithstanding this clause, please see Schedule C for ITRP commencement details.
- 11.2. 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, contributions and research that will be undertaken by any other Participating Organisation;
- (c) under the ITRH and ITTC schemes, outline the responsibilities of the Participating Organisation in contributing to the governance of the Project;
- (d) under the LIEF scheme, outline the location of the Research Infrastructure;
- (e) under the LIEF scheme, outline the terms and conditions of access to the Research Infrastructure for both Specified Personnel and users of the Research Infrastructure named in the Proposal;
- (f) under the LIEF scheme, outline the terms and conditions of access to the Research Infrastructure for researchers not associated with the Project;
- (g) under the LIEF scheme, outline the details of the arrangements and costs of managing the Research Infrastructure (including any recurrent expenditure) and how any costs will be distributed across the users of the Research Infrastructure;
- (h) describe the Intellectual Property (IP) arrangements that apply to the IP each party brings to the Project (or background IP) as well as to 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;
- (i) 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)*;
- (j) describe the processes for the entry and exit of all Participating Organisations, including arrangements (such as re-negotiation options) for any continuing use and/or ownership of background IP and Project IP when a Participating Organisation withdraws from the Project or when a Partner Organisation is closed down, dissolved, liquidated or sold;
- (k) under the ITRH and ITTC schemes, provide an assurance from the Participating Organisation that the Participating Organisation's relationship with the Administering Organisation and the Specified Personnel for the Project complies with the requirements specified in the Funding Rules, including:
 - i. that the Participating Organisation's relationship with the Research Hub Director or Training Centre Director (as relevant) and CI(s) on the Project would not generate or represent a Conflict of Interest, or if a Conflict of Interest did exist or arise, that it will be managed in accordance with clauses 20.3 and 20.4;
 - ii. that the Participating Organisation satisfies the requirements for their organisation type (Partner Organisation, Other Eligible Organisation, Other Organisation) stipulated in the Funding Rules; and
 - iii. in the case of Specified Personnel employed by a Participating Organisation, that the Participating Organisation will make an appropriate contribution of time and operating costs (where relevant) towards the Project in relation to the participation of the Specified Personnel in the

Project as detailed in the Proposal;

- (l) other than where the Participating Organisation is a Commonwealth Entity which contracts as part of the Commonwealth, an indemnity from the Participating Organisation in favour of the Administering Organisation that covers any loss, liability or expense incurred or suffered by the Administering Organisation as a result of any breach of this Agreement caused by the Administering Organisation's reliance on the assurance given by the Participating Organisation in accordance with paragraph (k) above;
- (m) are consistent with details contained in the Proposal, except as provided for in this clause; and
- (n) do not impede or prevent the Administering Organisation from complying with any of its obligations under this Agreement.

11.3. 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;
- (d) provide an assurance that upon any sale of the Participating Organisation in part or in full, the Administering Organisation has reasonable opportunity to retain the proposed benefits to Australia on which the funding was awarded; and
- (e) continue to satisfy the requirements of this clause at all times during the Project Activity Period for the Project.

11.4. Under the ITRH and LP schemes, the Administering Organisation must ensure that the Partner Organisation contributions for a Project satisfy the requirements of this Agreement (including in the Funding Offer) and the Funding Rules.

11.5. Under the ITRH scheme, in exceptional circumstances, the ARC will consider approving an exemption to 11.4 where a Project is not able to meet the Partner Organisation Cash Contribution requirements of the Funding Rules. The Project must still have Partner Organisation Cash and/or In-kind Contributions to at least match dollar-for-dollar the financial assistance to be provided by the Commonwealth.

11.6. Unless otherwise approved by the ARC, the Administering Organisation must ensure that each Participating Organisation provides contributions as set out in the Proposal. However, if the Funding for a Project is less than the amount requested in the Proposal for that Project, the Participating Organisation contribution may be reduced by the same proportion. In all cases for the ITRH, LP and LIEF schemes, the minimum requirements for the eligible Participating Organisation contribution as set out in this Agreement and the Funding Rules continue to apply.

- 11.7. Under the LIEF scheme, except in the case of subscriptions or other payments to major international facilities, or as otherwise approved by the ARC, all contributions, including Participating Organisations contributions are to be expended within 12 months of the Project Start Date.
- 11.8. Once a written agreement for a Project has been entered into by each Participating Organisation and the Administering Organisation, the Administering Organisation must provide to the ARC the *Participating Organisation Agreed Contribution Report*, on the relevant form made available by the ARC in RMS.
- 11.9. If a written agreement between a Participating Organisation and the Administering Organisation is revised in accordance with this Agreement to change the level of Participating Organisation contribution, the Administering Organisation must provide to the ARC a revised *Participating Organisation Agreed Contribution Report*, on the relevant form made available by the ARC in RMS.
- 11.10. The Administering Organisation must ensure that each Participating Organisation is provided with timely notice of progress made on the Project.
- 11.11. The Administering Organisation will retain the written agreement, and make it available to the ARC if required.

12. International Facility Agreements

- 12.1. Where a LIEF Project involves coordinated access to an international facility, the Administering Organisation must not allow the Project to start, nor Funding to be expended, until it has entered into a written agreement with each international facility for that Project in accordance with this clause.
- 12.2. The written agreement must accord with the arrangements outlined in the Proposal and include provisions that:
 - (a) outline the role and contribution of the Administering Organisation and the international facility;
 - (b) outline the terms and conditions of access to the Research Infrastructure for both Specified Personnel and users of the Research Infrastructure named in the Proposal;
 - (c) outline the details of the arrangements and costs of managing the Research Infrastructure (including any recurrent expenditure) and how any costs will be distributed across the users of the Research Infrastructure;
 - (d) describe the Intellectual Property arrangements that apply to the outcome or results generated by the Project. Such arrangements must, unless otherwise approved by the ARC, comply with the *National Principles of Intellectual Property Management for Publicly Funded Research*;
 - (e) do not impede or prevent the Administering Organisation from complying with any of its obligations under this Agreement; and
 - (f) continue to satisfy the requirements of this clause at all times during the Project Activity Period for the Project.
- 12.3. The Administering Organisation will retain the written agreement, and make it available to the ARC if required.

13. Default of Participating Organisation

- 13.1. If the Administering Organisation receives notice that a Participating Organisation wishes to withdraw its support for the Project, or reasonably believes that a Participating Organisation is in default of any of its obligations under a written agreement entered into between that Participating Organisation and the Administering Organisation under clause 11, the Administering Organisation must immediately notify the ARC, and dependant on the intended course of action, must follow the procedure outlined in this clause.
- 13.2. Should the Administering Organisation wish to proceed without the defaulting Participating Organisation, and without a replacement Participating Organisation, it must complete the procedure listed below within three months from the date of notification from the Participating Organisation or from the date on which the Administering Organisation became aware that the Participating Organisation is not meeting its obligations, whichever is the earlier. By the end of the three-month period referred to in this clause:
- (a) the Administering Organisation must request the ARC's approval by submitting a VFA request, to remove the defaulting Participating Organisation and continue the Project without a replacement Participating Organisation and confirm that the modified arrangement complies with the requirements for Participating Organisations and the respective organisation contributions specified in this Agreement and the Funding Rules;
 - (b) the remaining Participating Organisations must provide a written undertaking to provide (in total) a replacement contribution equivalent to that which would have been provided by the Participating Organisation in default and which satisfies the requirements of this Agreement (for the ITRH and LP schemes, this includes using the criteria set out in Schedule C) and the Funding Rules; and
 - (c) the Administering Organisation and the remaining Participating Organisations must amend any existing agreement (as appropriate) consistent with clause 10 to reflect the revised Participating Organisation contribution arrangements.
- 13.3. Should the Administering Organisation wish to proceed with a replacement Participating Organisation or modified Participating Organisation arrangements it must complete the procedure listed below within three months from the date of notification from the Participating Organisation or from the date on which the Administering Organisation became aware that the Participating Organisation is not meeting its obligations, whichever is the earlier. By the end of the three-month period referred to in this clause:
- (a) the Administering Organisation must request the ARC's approval by submitting a VFA request, of a replacement Participating Organisation or modified remaining Participating Organisation arrangements which comply with the requirements for Participating Organisations and Participating Organisation contributions specified in this Agreement and the Funding Rules;
 - (b) the replacement or remaining Participating Organisations must provide a written undertaking to provide (in total) a replacement contribution equivalent to that which would have been provided by the Participating Organisation in default and which satisfies the requirements of this Agreement (for the ITRH and LP schemes, this includes using the criteria set out in Schedule C) and the Funding Rules);
 - (c) in exceptional circumstances the ARC may accept a lesser contribution which is sufficient for the Project to remain compliant with the contribution requirements of

the Funding Rules; and

- (d) the Administering Organisation and the replacement Participating Organisation or remaining Participating Organisations must enter into a written Participating Organisation Agreement, or amend any existing agreement (as appropriate) consistent with clause 11 to reflect the revised Participating Organisation contribution arrangements.
- 13.4. The ARC may approve a replacement Participating Organisation if the replacement Participating Organisation meets the eligibility criteria as specified in the Funding Rules.
- 13.5. If the ARC approves a modified Participating Organisation arrangement, within three months of the date of approval by the ARC the Administering Organisation must provide to the ARC a revised *Participating Organisation Agreed Contribution Report* on the relevant form made available by the ARC. The revised report must reflect the new approved arrangements and provide confirmation to the ARC that the new or revised agreements have been effected. In exceptional circumstances, the ARC may consider a written request for a further extension beyond the three months.
- 13.6. To avoid doubt, the funding condition set out in clause 4.2(f) will not have been satisfied if:
- (a) the ARC does not approve any replacement Participating Organisation or the modified Participating Organisation arrangements proposed under this clause; or
 - (b) the Administering Organisation does not attempt to find any replacement Participating Organisation or modify existing Participating Organisation contribution arrangements.

14. Commencement of Project: Final Date for Commencement and Participating Organisation Written Agreements

- 14.1. 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).
- 14.2. 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 11. The Administering Organisation must reach agreement with each other Participating Organisation and enter into a written agreement with each such organisation before the applicable Project Start Date as determined in accordance with this clause.
- 14.3. 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 Commencement Date.

15. Suspension of Project

- 15.1. Under the LP scheme, 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.

- 15.2. If a proposed 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.
- 15.3. If the proposed 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.
- 15.4. 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.

16. Change of Specified Personnel

- 16.1. 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) under the ITRH and ITTC schemes there remain:
 - i. at least two CIs from the Administering Organisation, where one will be the Research Hub Director or Training Centre Director;
 - ii. at least one CI from each Eligible Organisation; and
 - iii. at least one PI from each Partner Organisation;
 - (b) under the LIEF and LP schemes there is at least one original CI working on the Project;
 - (c) 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;
 - (d) 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;
 - (e) under the ITRH, ITTC and LP schemes all replacement PIs must have research and/or supervision/mentoring and/or management expertise which is commensurate with the standard of the original research team which was awarded the Project;
 - (f) under the LIEF scheme, if the participant undertaking the role of Facility Manager is no longer able to continue working on the Project, another participant must fill the Facility Manager role;
 - (g) approval is sought from the ARC for the change in Specified Personnel by submitting a VFA request to the ARC within three months of the date that the Specified Personnel ceased working on the Project;
 - (h) 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

- (i) the change in Specified Personnel is approved, in writing, by the ARC.
- 16.2. Under the LIEF and LP schemes, if a CI is the only CI on a Project, and their involvement with the Project is to cease, Funds for the Project will be terminated.
- 16.3. Under the ITRH and ITTC schemes, if, at any time during the Project Activity Period, the Research Hub Director or the Training Centre Director, respectively, is unable to continue in the role, a Project may be continued under another Research Hub Director or Training Centre Director, provided that:
- (a) the person meets the eligibility requirements for a Research Hub Director or Training Centre Director as set out in the Funding Rules;
 - (b) the ARC is notified in writing within five days of the Administering Organisation becoming aware of the circumstances;
 - (c) a request is made by the Administering Organisation to the ARC in writing within 20 days of the Administering Organisation becoming aware of the circumstances by submitting a VFA request; and
 - (d) the replacement Research Hub Director or the Training Centre Director is identified via a competitive process and approved by the ARC.
- 16.4. A request under clause 16.3 must include:
- (a) the reason for the departure of the current Research Hub Director or Training Centre Director;
 - (b) a curriculum vitae of the proposed Research Hub Director or Training Centre Director;
 - (c) agreement from the proposed Research Hub Director or Training Centre Director to undertake the role;
 - (d) letters of support from all Participating Organisations agreeing to the appointment of the proposed Research Hub Director or Training Centre Director; and
 - (e) a brief explanation of the Project's continued operation under the proposed Research Hub Director or Training Centre Director, including, but not limited to, arrangements for the management of the Project and administration of the Funding.
 - (f) The process undertaken to identify a new Research Hub Director or Training Centre Director.
- 16.5. When the ARC receives notice that a Research Hub Director or Training Centre Director is unable to continue in this role, the ARC will undertake a review of the Project and its activities to examine the research planning and management arrangements of the Project. The Administering Organisation must provide any reasonable assistance requested by the ARC to undertake the review.

17. Transfer of Project or Specified Personnel

- 17.1. 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 by submitting a VFA request.

- 17.2. Under the ITRH and ITTC schemes, the transfer of the Project to another Administering Organisation may only be considered if the Research Hub Director or Training Centre Director is transferring to another Eligible Organisation, and the transfer is in the best interests of the Project as determined by the ARC.
- 17.3. Under the ITRH and ITTC schemes, if, at any time during the Project Activity Period, the Administering Organisation becomes aware that a Research Hub Director or Training Centre Director intends to transfer to another Eligible Organisation ('the recipient Eligible Organisation'), the Administering Organisation must notify the ARC in writing as soon as possible. The Administering Organisation may choose to retain the Project and replace the Research Hub Director or Training Centre Director through the process detailed in clause 16, or the Administering Organisation may agree to transfer the Project with the Research Hub Director or Training Centre Director, through the process detailed in clause 17.6.
- 17.4. Under the LP and LIEF schemes, 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 through the process detailed in clause 17.6, outlining arrangements for the continuation of the Project and the continued administration of the Funding.
- 17.5. Under the LP and LIEF schemes, the ARC will only consider the transfer of a Project to another Eligible Organisation under exceptional circumstances. While each case is considered individually, acceptable circumstances 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, abolishment of the department, facilities becoming inoperable), or on compassionate grounds including carer responsibilities and family circumstances. Details of the circumstances must be provided to the ARC by submitting a VFA request.
- 17.6. 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 other Participating Organisation(s) will enter into a written Participating Organisation agreement of the type set out in clause 11;
 - (e) under the ITRH and ITTC schemes, the proposed transfer of the Project will not adversely affect the collaboration, critical mass, research and training capability developed at the Administering Organisation;
 - (f) under the ITRH and ITTC schemes, there is sufficient time available during the remainder of the Project Activity Period to build collaboration, critical mass research and training capability at the recipient Eligible Organisation;
 - (g) the research already undertaken will not be put at risk as a result of the proposed

- transfer;
- (h) the transfer will further enhance the research; and
 - (i) Project Personnel and the administration of the Funding will not be adversely affected by the proposed transfer.
- 17.7. Under the ITRH and ITTC schemes, when the ARC receives notice that a Project proposes to transfer its operations to another Eligible Organisation due to the intended transfer of the Research Hub Director or Training Centre Director, the ARC will undertake a review of the Project and its activities to examine the research planning and management arrangements of the Project, the Administering Organisation and the recipient Eligible Organisation. The Administering Organisation and the recipient Eligible Organisation must provide any reasonable assistance requested by the Commonwealth to undertake the review.
- 17.8. The ARC shall have regard to the circumstances surrounding the proposed transfer and may approve the transfer subject to any conditions the ARC considers appropriate.
- 17.9. 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 24.4 to the recipient Eligible Organisation, subject to clause 17.10 below.
- 17.10. If ARC approval is granted in such circumstances to transfer the Funding (and any Assets):
- (a) the Administering Organisation must:
 - i. agree to any variation or termination (as applicable) of this Agreement proposed by the ARC to give effect to the changed Funding arrangements;
 - 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. enter into a written Participating Organisation agreement with the Project's other Participating Organisation(s) of the type set out in clause 11.
- 17.11. Under the LIEF scheme, if a CI changes their organisation (the arrangement must be in accordance with E6.1.3 of the Funding Rules) 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.

- 17.12. The Project and any equipment and/or Research Infrastructure purchased with either the Funding or the Project's Participating Organisation contribution (including any equipment which comprises the Participating Organisation contribution) must not be transferred to the recipient Eligible Organisation until ARC approval for the transfer of the Funding is granted.
- 17.13. Relocation expenses associated with the transfer will not be paid by the ARC.
- 17.14. If the transfer is not approved by the ARC, the Project may be terminated and any unspent Funds recovered by the ARC.

18. Relinquishment of a Project

- 18.1. The relinquishment of a Project will only be considered if the circumstances are exceptional and all Participating Organisations and Specified Personnel agree to the termination of the Project.
- 18.2. Notwithstanding this clause, successful Research Hub Directors, Training Centre Directors and Chief Investigators 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 role, in order to comply with clause A6.4 of the Funding Rules.
- 18.3. 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.
- 18.4. The Administering Organisation shall immediately advise the ARC of the relinquishment of the Project by means of submitting a VFA request.
- 18.5. The End of Year Report must contain details regarding any Projects that have been relinquished in that reporting year.
- 18.6. 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.

19. Negation of Employment by the Commonwealth

- 19.1. 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.

20. Conduct of Research

- 20.1. 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.
- 20.2. 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 21 or prescribed by the Administering Organisation's research rules.
- 20.3. 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.

- 20.4. 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.
- 20.5. 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)*.
- 20.6. If there is any conflict between a successor document and its predecessor, then the successor document prevails to the extent of any inconsistency.

21. Research Special Conditions

- 21.1. 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.
- 21.2. 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 may not commence without clearance from the Administering Organisation's Ethics or Biosafety Committee (or equivalent) and from any other relevant authority.
- 21.3. 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.
- 21.4. 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.

- 21.5. 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.
- 21.6. 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.

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

- 22.1. 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.
- 22.2. 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.
- 22.3. Under the ITRH, ITTC and LP schemes, the ARC will support publication and dissemination costs as per the Funding Rules.
- 22.4. 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](#). 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.
- 22.5. 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.
- 22.6. 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.

- 22.7. The ARC strongly encourages all researchers receiving ARC funding to have an ORCID identifier in their RMS Profile.
- 22.8. 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.
- 22.9. This clause survives the expiration or earlier termination of this Agreement.

23. ARC Assessments

- 23.1. The Administering Organisation must ensure that, for the term of this Agreement, if requested by the ARC, CIs, Research Hub Directors or Training Centre Directors 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 assigning and assessment.
- 23.2. If the ARC determines that a CI, Research Hub Director or Training Centre Director 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.
- 23.3. If a CI, Research Hub Director or Training Centre Director 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.

24. Assets

- 24.1. 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.
- 24.2. 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.
- 24.3. 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.
- 24.4. 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.

25. Intellectual Property and Copyright

- 25.1 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.
- 25.2 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.
- 25.3 The Administering Organisation must incorporate appropriate processes for the strategic management of Project IP in its governance.
- 25.4 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.
- 25.5 This Agreement does not affect the ownership of IP in background IP.
- 25.6 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*.
- 25.7 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.
- 25.8 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.
- 25.9 The Administering Organisation must indemnify the Commonwealth and its Indemnitees, against all claims, demands, suits, liabilities, costs, expenses, damages and losses suffered or incurred by the Indemnitees arising out of or in connection with any actual or alleged infringement of a third party's IP rights.
- 25.10 This indemnity shall not apply to the extent that a claim under it results from the Commonwealth's negligence or wilful misconduct.
- 25.11 The indemnity referred to above survives the expiration or termination of this Agreement.

26. Indemnity

- 26.1. 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.
- 26.2. This clause does not apply to a Commonwealth Entity which is contracting on behalf of the Commonwealth.
- 26.3. 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.
- 26.4. The indemnity referred to in this clause shall survive the expiration or termination of this Agreement.

27. Protection of Personal Information

- 27.1. 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 transfer personal information held in connection with this Agreement outside Australia, or to allow parties outside Australia to have access to it, without the prior approval of the Commonwealth;
 - (c) to 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*;
 - (d) to comply with any policy guidelines laid down by the Commonwealth relating to the handling of personal information; and
 - (e) 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.
- 27.2. The Administering Organisation must immediately notify the ARC if the Administering Organisation becomes aware of a breach of its obligations under this clause.

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

28. Confidentiality

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

28.2. 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 Activity or Grant 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 Linkage 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*.

28.3. 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.

29. Acknowledgments, Publications and Publicity

29.1. 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.

29.2. 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.

29.3. 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,

- 29.4. 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](#).
- 29.5. 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.
- 29.6. If a Participating Organisation is required to announce their involvement in an ARC Project to the Australian Securities Exchange, this must only be done once the Participating Organisation Agreement has been executed as per clause 11.
- 29.7. This clause survives the expiration or earlier termination of this Agreement.

30. Administration of the Funding

- 30.1. 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.
- 30.2. 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.

31. Audit and Monitoring

- 31.1. 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.
- 31.2. 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.
- 31.3. 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.

32. Access to Premises and Records

- 32.1. 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.
- 32.2. 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.
- 32.3. If a matter is being investigated which, in the opinion of the ARC, or any person authorised in writing by the CEO, may involve an actual or apprehended breach of the law, clause 32.2 will not apply.
- 32.4. 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.
- 32.5. Nothing in this clause affects the obligation of each party to continue to perform its obligations under this Agreement unless otherwise agreed between them.
- 32.6. 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.
- 32.7. This clause survives the expiration or earlier termination of this Agreement.

33. Reporting Requirements

- 33.1. 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.
- 33.2. Under the ITRH and ITTC schemes, Key Performance Indicators Report:
- (a) The Administering Organisation must submit Key Performance Indicators for each Project for ARC approval by 30 September 2018.
 - (b) The Key Performance Indicators for each Project must include targets for each year of Funding against standard Key Performance Indicators as well as Project specific Key Performance Indicators. The ARC will provide the Administering Organisation with a pro forma and instructions for this report.
 - (c) The Administering Organisation must report against the agreed Key Performance Indicators annually in Progress Reports as outlined in clause 33.3 (h).
- 33.3. 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 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 Research Hub Director or Training Centre Director and/or CI and will be taken into account in the assessment of those Proposals.

33.4. Under the ITRH and ITTC schemes, the Administering Organisation must submit a Progress Report by 31 March each year following each calendar year for which the Funding was awarded. The first Progress Report is due on 31 March 2019 for funding commencing in 2018. A form for this report will be made available by the ARC. The Progress Report will seek details regarding the following matters:

- i. the extent to which the objectives of the Scheme and the Proposal have been met;
- ii. summary of highlights, achievements in research and other outputs achieved resulting from the use of the Funds, including any advances in knowledge, relevant publications or international collaboration and any issues, including mitigation strategies;
- iii. measurement and account of performance against Key Performance Indicator targets as set out in clause 33.2;
- iv. a detailed activity plan for the next 12 months;
- v. all expenditure for the calendar year, including any transfer of specific Assets or Intellectual Property;
- vi. funding and/or other resources provided by the Participating Organisations, and any other sources of support; and
- vii. any other matters which from time to time may be requested in writing by the ARC as matters which must be included in a Progress Report.

33.5. Performance Reviews

- (a) Under the ITRH and ITTC schemes, a performance review may be undertaken in the third year of operation.
- (b) A performance review may involve the consideration of documentation provided and/or a site visit or interview.
- (c) The review will evaluate a Project's performance against the Scheme Objectives outlined in the Funding Rules, the Project-specific objectives as set out in the Proposal, and the specific performance targets or milestones identified in the Proposal. The operations, management and governance of the Hub or Centre will also be evaluated as part of the review. This evaluation may cover areas including, but not limited to:
 - i. the effectiveness of the Project in building a collaborative research team;
 - ii. the effectiveness of the Project in building human capacity through supporting and mentoring students and postdoctoral researchers;
 - iii. the Project's growth in capability and capacity;

- iv. the quality and effectiveness of the Project's communication, education and outreach strategy;
 - v. the effectiveness of the Project's equity plan in developing a flexible and family friendly work environment;
 - vi. the quality of commitment and support provided by Participating Organisations; and
 - vii. the quality of the Project's strategic planning and succession planning.
- (d) The Administering Organisation must provide any reasonable assistance requested by the ARC to undertake the review including the provision of information listed in clause 33.4(c).
 - (e) A performance review will assess the satisfactory progress or otherwise of the Project, which affects the continued provision of funding as per clause A7.1.5 of the Funding Rules.
 - (f) Ad hoc performance reviews may be undertaken at any time.
- 33.6. Final Report
- (g) 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.
 - (h) 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.
 - (i) The ARC may also seek additional information about subsequent outputs and outcomes after submission of the Final Report.
 - (j) 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, Research Hub Director or Training Centre Director on the Project and may be taken into account in the assessment of those Proposals.
 - (k) Proposals submitted under any ARC scheme on behalf of any CI, Research Hub Director or Training Centre Director on a Project for which the Final Report is outstanding may be deemed ineligible for approval of funding.
- 33.7. 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.
- 33.8. All reporting obligations must have been fulfilled to the satisfaction of the ARC in order for a participant to be eligible to be named on a Proposal for any further Project.
- 33.9. This clause survives the expiration or earlier termination of this Agreement.

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

- 34.1. 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.
- 34.2. 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)*.

35. Australian Research Integrity Committee

- 35.1. 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)*.

36. Recovery of Unspent Funds or Overpayments of Funds

- 36.1. 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.
- 36.2. The Commonwealth may offset the unspent or overpaid Funds against the total of any further Funds payable to the Administering Organisation.
- 36.3. This clause survives the expiration or earlier termination of this Agreement.

37. Insurance

- 37.1. 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.

38. Dispute Resolution

- 38.1. 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.
- 38.2. The Parties agree to continue to perform their respective obligations under this Agreement when a dispute exists.
- 38.3. The Parties may agree to suspend performance of the Agreement pending resolution of the dispute.
- 38.4. 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.

- 38.5. 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.
- 38.6. 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.
- 38.7. The procedure for dispute resolution under this clause does not apply to any action relating to termination, cancellation, or urgent interlocutory relief.

39. Termination of Funding for a Project

39.1. 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 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 grant selection processes, funding recommendations and/or funded research projects have been compromised as a result of the outcome of the investigation of research integrity and research misconduct complaints and allegations.

39.2. 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.

39.3. Any amount notified to the Administering Organisation as payable under clause 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 24.4, after the expiration or termination of this Agreement the Administering Organisation retains ownership of all Assets purchased using the Funds.

40. Termination of Agreement

40.1. 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.

40.2. 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.

40.3. 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.

40.4. Subject to clause 24.4, after the expiration or termination of this Agreement the Administering Organisation retains ownership of all Assets purchased using the Funds.

41. Compliance with Law

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

41.2. 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).

- 41.3. 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.
- 41.4. 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.
- 41.5. The Administering Organisation shall at all times comply with the requirements of the Age Discrimination Act 2004, Disability Discrimination Act 1992, Sex Discrimination Act 1984 and the Racial Discrimination Act 1975.

42. Liaison

- 42.1. 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
	Email:	ARC-Postaward@arc.gov.au

43. Applicable Law

- 43.1. This Agreement is governed by the laws of the Commonwealth of Australia.

SCHEDULE A

Evaluation of the adequacy of Partner Organisation cash and In-kind Contributions for the ITRH and LP Schemes

This Schedule is to be used in determining the value of Partner Organisation contributions, which are required to be provided by Partner Organisations to the Administering Organisation. Such contributions must at least match dollar-for-dollar the financial assistance to be provided by the Commonwealth for Projects within the ITRH and LP schemes.

A1. Underlying principles and practical considerations

- A1.1 The primary objectives in examining the Partner Organisation contribution are to ensure that:
- (a) the available support is adequate for the successful completion of the Project;
 - (b) the total combined eligible Partner Organisation contribution (Cash Contributions and In-kind Contributions) matches at least dollar-for-dollar the financial assistance provided by the Commonwealth over the life of the Project. (Clause B5.2 and D5.2 of the Funding Rules describes the financial commitment requirements of Partner Organisations); and
 - (c) the Partner Organisation contribution is in accordance with the budget, aims and research plan contained in the Proposal or an approved revised budget, aims and research plan.
- A1.2 The Partner Organisation contribution requirements specified in the Funding Rules and clause 11.5 of this Agreement must be met, unless in the case of the ITRH scheme, an exemption to the Partner Organisation Cash Contribution requirement is granted under clause 11.4 of this Agreement due to exceptional circumstances. If an exemption to the Partner Organisation Cash Contribution requirement is granted, the Project must still have Partner Organisation Cash and/or In-Kind Contributions to at least match dollar-for-dollar the financial assistance to be provided by the Commonwealth.
- A1.3 In-kind Contributions that are shown to be essential and central to the conduct of the Project are given full recognition in evaluating the eligible Partner Organisation contribution. The onus is on the Administering Organisation to establish the merit of the case for recognition of the level and extent of the In-kind Contributions. As a general rule, the value of In-kind Contributions should reflect current internal and non-commercial rates.
- A1.4 If the amount of total Commonwealth Funding for a Project varies from the amount sought in the Proposal for the Project, the Project Leader, or in the case of the ITRH scheme, the Research Hub Director, must discuss the matter with the Partner Organisation. If the Partner Organisation agrees that the research Project is viable within the parameters of the varied amount of Commonwealth funding, pro-rata adjustments may be made to the Proposal budget in accordance with clause 11.
- A1.5 The Project Leader, or in the case if the ITRH scheme the Research Hub Director, is responsible for providing the Research Office of the Administering Organisation with evidence of any such Partner Organisation agreement for Funding acquittal and reporting purposes.

- A1.6 In-kind Contributions to a Project may include, but are not restricted to, scientific liaison and management, direct technical support, or unique access to reagents, data, processors or equipment.
- A1.7 Corporate membership or subscription fees in industrial consortia do not qualify as Partner Organisation contributions but the allocation of designated research funds, together with the identification of the linkages between the member and the Project, do qualify.

SCHEDULE B

Salary levels and Special Conditions Applicable for ICHDRs and ICPDs

B1. ICHDR and ICPD salaries

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

Salary	Rate (2017\$) 1.0 FTE
ICHDR	\$32,304
ICPD	\$110,128

B1.2 The number of funded ICHDRs and ICPDs per Project and the salary payable appears in the Funding Offer. The Administering Organisation must conduct Projects involving ICHDRs and ICPDs in accordance with the Special Conditions in this Schedule B.

B2. Recruitment

B2.1 The Administering Organisation must undertake a process of competitive national and international recruitment for ICHDRs and ICPDs to be appointed under the Project, which must include:

- (a) advertisement, selection and offers; and
- (b) demonstrated effort to attract and recruit external and international candidates.

B2.2 Funding may be used for ICHDR and ICPD recruitment costs in the Establishment Period as specified in Schedule C.

B2.3 Details of the selection and recruitment process must be made available to the ARC on request for periodic audit purposes. These details will affect any requests for a carryover of Project funding.

B2.4 The recruitment process described above must commence within 12 months of the Project Start Date.

B3. Commencement of ICHDR or ICPD

B3.1 If an ICHDR or ICPD has not been appointed within two years from the Project Start Date for a year one commencing position, three years from the Project Start Date for a year two commencing position, four years from the Project Start Date for a year three commencing position, or five years from the Project Start Date for a year four commencing position, the Funds allocated to the ICHDR or ICPD component may be recovered.

B3.2 Other than in exceptional circumstances, failure to appoint ICHDRs or ICPDs within the approved timeframe will result in the immediate recovery of the Funds allocated to the ICHDR or ICPD component.

B3.3 For the purpose of this clause 'exceptional circumstances' includes, but is not limited to:

- (a) an ICHDR or ICPD is appointed, then unexpectedly relinquishes the appointment just prior to the commencement of their term on the Project; or
- (b) difficulties are encountered in recruiting ICHDRs and/or ICPDs due to the specialised nature of the Project.

B3.4 The term of the ICHDR or ICPD must end with the completion of the Project, unless approved by the ARC. The term of the ICHDR may be extended beyond the Project completion date for the purposes of meeting PhD requirements, however:

- (a) the candidate must meet the requirement set out in clause B4.7 by the end of the Project; and
- (b) the Administering Organisation will be responsible for ongoing support of the candidate and their research project until completion of that project.

The ARC will not supplement the Funds to cover any salary funding in excess of that originally funded for the Project.

B3.5 ICHDR stipend or ICPD salary funds may be approved by the ARC to be converted to Project Funding by submitting a VFA request only in exceptional circumstances.

B4. ICHDR and ICPD Duration

B4.1 ICHDRs are funded for two or three years, on a full-time basis, and ICPDs are funded for up to five years, on a full-time basis, subject to Parliamentary appropriations and the receipt of satisfactory Progress Reports as required by clause 33.3(h).

B4.2 The Administering Organisation must ensure that for the duration of their candidature the ICHDRs funded under the Project are enrolled in a HDR at an Eligible Organisation.

B4.3 The Administering Organisation must ensure that for the duration of the Project the ICPDs funded under the Project hold a PhD qualification and are employed for at least half-time (50 per cent FTE) at an Eligible Organisation (excluding honorary, adjunct or equivalent appointments).

B4.4 Funded ICHDRs and ICPDs must reside predominantly in Australia for the life of the Project and may seek approval from the Administering Organisation to undertake Field Research (if requested within the Proposal), nationally or internationally, or placement in organisation(s) either national or international directly related to the Projects within the time limits of the Funding Rules.

B4.5 Relocation expenses associated with any ICHDR or ICPD will not be reimbursed by the ARC.

B4.6 ICHDRs and ICPDs funded under the ITTC scheme cannot commence another ARC Award or Fellowship while supported with Funds from the Project.

B4.7 The Administering Organisation is responsible for ensuring that ICHDRs funded under the Project conduct research for a minimum total of one year full-time in placement within a Partner Organisation (outside the higher education sector) over the life of the Project.

B5. Extension of ICHDRs

B5.1 In accordance with clause C10.1.4 of the Funding Rules, all Projects include Funding in the fourth or fifth year of the Project for a six month extension for each ICHDR.

B5.2 If one or more ICHDRs on a Project do not require the six month extension to

complete their research, the Administering Organisation must submit a VFA request in the relevant year of the Project to relinquish the Funding for any ICHDR extensions that are not required.

B6. Change of ICHDR or ICPD

- B6.1 If an ICHDR or ICPD is no longer able to continue in the position, a new ICHDR or ICPD may be selected, in accordance with clause B2, by the Administering Organisation provided that the ICHDR or ICPD meets the eligibility criteria as specified in this Funding Agreement and the research requirements outlined in clause B4.7. If the Administering Organisation does not wish to appoint a replacement ICHDR or ICPD all unspent Funds associated with the position will be recovered by the ARC.
- B6.2 The unspent component of Funding provided for the initial ICHDR or ICPD may be used for the replacement ICHDR or ICPD. The ARC will not, however, 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 funding provided by the ARC and the amount required for the replacement ICHDR or ICPD.
- B6.3 The term of the replacement ICHDR may be extended beyond the Project End Date for the purposes of meeting PhD requirements. However:
- (a) the candidate must meet the requirement set out in clause B4.7 by the Project End Date; and
 - (b) 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.
- B6.4 The term of the replacement ICPD must finish on the Project End Date.

B7. ICHDR and ICPD Employment Conditions

- B7.1 The Administering Organisation may provide ICHDRs and ICPDs with sick, recreation and maternity 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 ICHDR and ICPD period has expired or been terminated in accordance with this Agreement. ICHDRs and ICPDs should therefore take recreation leave or other leave during the period of the ICHDR and ICPD tenure.
- B7.2 The Administering Organisation may approve a part-time award subject to the conditions of the Administering Organisation.
- B7.3 The Administering Organisation must ensure the ICHDRs and ICPDs have access to periods of up to 14 weeks paid maternity leave where such leave is taken during the course of the Project. Additional funding will not be provided for this purpose. Project Funds may be used for maternity leave.
- B7.4 The Administering Organisation must ensure that ICHDRs and ICPDs are 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 Project. Additional funding will not be provided for this purpose. Project Funds may be used for partner/parental leave.

B7.5 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.

SCHEDULE C

Industrial Transformation Research Program Projects

C1. Establishment Period

- C1.1 Notwithstanding clause 14.2, with prior approval from the ARC, the Administering Organisation may expend up to \$100,000 from the Funding for ITTC or ITRH establishment purposes before all Participating Organisation agreements are executed (the Establishment Period).
- C1.2 The establishment Funding may be used for the following purposes only:
- (a) salary for the Training Centre Manager, Research Hub Manager, or other senior administrative personnel employed by the Administering Organisation to directly assist the Training Centre Director or Research Hub Director and Administering Organisation in the establishment of the Centre;
 - (b) recruitment costs including advertising and related travel;
 - (c) establishment-related travel; and
 - (d) other essential establishment requirements.
- C1.3 The establishment Funding may not be used for any salaries other than noted in C1.2.
- C1.4 The establishment Funding may not be used for any other aspect of a Training Centre or Research Hub's operations.

C2. Recruitment Processes

- C2.1 The ARC encourages the Training Centre or Research Hub to use innovative ways to recruit for prospective high quality positions including ICHDRs and ICPDs.
- C2.2 If recruitment is staggered across the Project Activity Period, particularly if recruitment is occurring after year 3 of the Project, serious consideration must be given to a wind-down period for the Training Centre or Research Hub particularly supporting the supervision and mentoring of any students and postdoctoral researchers.

C3 Strategic Planning

- C3.1 The Training Centre or Research Hub should develop, implement and maintain a strategic plan, which should be revised annually and updated over the Project Activity Period, ideally with input from a broad range of members. The strategic plan should incorporate, as appropriate:
- (a) a clear plain language statement of the Training Centre or Research Hub's purpose and vision;
 - (b) the expected outcomes of the research through the period of ARC Funding and at its conclusion, and indicators of success in achieving these;
 - (c) research translation and/or Intellectual Property strategies;
 - (d) identified and/or potential opportunities for end-user and industry collaborations;
 - (e) broad succession plans for critical positions, including that of Training Centre Director or Research Hub Director;
 - (f) opportunities for involvement in emerging research areas; and

- (g) identified and/or potential sources of funding to support projects both during the Centre's Project Activity Period and particularly beyond the Project Activity Period.

C3.2 As far as practicable, the Training Centre or Research Hub should develop and implement a Centre or Hub-specific gender equality plan which will support recruitment and employment of postdoctoral researchers, students and other staff including committees. The equality plan should position the Centre as a flexible and family-friendly work environment, and encourage the recruitment and employment of women as well as men with family or carer responsibilities. The equality plan should be developed in conjunction with the appropriate human resources areas of the Participating Organisations.

C4 On-going Hubs and Centres Funded in Previous ITRP rounds

C4.1 If the Administering Organisation has been successful in submitting a new Proposal, a transition statement must be provided to the ARC within 3 months of the Project's Funding Offer being executed by the ARC.

C4.2 The transition statement should include:

- (a) a comparative evaluation of the two Project's research plans, including an explanation of any duplication or overlap and how the transition will be managed;
- (b) an assessment of the time commitment of Personnel common to the two Projects and whether they have adequate capacity to undertake work across both Projects;
- (c) a list of postgraduates and postdoctoral researchers and the remaining period of their participation in the previous Project (completion of thesis or expiration of contract);
- (d) a detailed wind-down financial statement listing committed and expected expenditure of the previous Project's allocation, including support for postgraduates and postdoctoral researchers; and
- (e) if both projects have a period of overlap, a clear understanding that a researcher can only be Director on one project at a time.

C4.3 The ARC will consider the transition statement in relation to any transition arrangements, overlap or duplication of the two Projects. After notifying the Administering Organisation of the ARC's decision, the ARC may recover some or all of the final year of Funding for the previous Project.

C5 Discretionary Funds

C5.1 When agreeing on the allocation of funds and establishing its financial systems, the Administering Organisation should designate and set aside funds to form a funding pool for discretionary expenditure. To permit flexibility in the use of the discretionary funds, the funds set aside should not be sourced solely from ARC Funding.

C5.2 Discretionary funds may be used for, but are not limited to:

- (a) serendipitous projects arising from the Research Hub or Training Centre's approved research program;
- (b) exploratory projects in emerging research areas;
- (c) travel grants for students, awarded on a competitive basis; and
- (d) travel and/or project support for international visitors or Partner Investigators,

awarded on a competitive basis.

C6. New Organisations participating on an ITRP Project

C6.1 It may not be appropriate for all new organisations to be formally listed as Partner Organisations on the Project. A proposed new Partner Organisation must:

- (a) contribute to the research activity within the scope of the originally approved research program;
- (b) meet the eligibility criteria in the Funding Rules; and
- (c) be agreed to by all existing Participating Organisations.

If the above conditions cannot be met, the new organisation should contribute as an associated organisation, unnamed on the Project or if the organisation is seeking a specific service or output, the organisation should be managed via a third party agreement or contract with the Administering Organisation or Other Eligible Organisation, as appropriate.

C7. Administration of ITRP Projects

C7.1 All ITRP Projects are expected to hold a launch event within 12 months of the Project Start Date. Launches should be organised in consultation with the ARC, following protocols set out in the ARC's event advice documentation (available from ARC Stakeholder Relations).

C7.2 It is expected that a Research Hub or Training Centre appear as a separate entity within the Administering Organisation. This includes having its own branding, which may include a website and logo, which duly acknowledges the ARC and all Participating Organisations.