Funding Agreement
between the
Commonwealth of Australia
as represented by the
Australian Research Council
and
<<Administering Organisation>>

regarding funding for schemes under the
*Discovery Program for the years 2015 and 2016—Australian Laureate Fellowships, Discovery Projects, Discovery Early Career Researcher Award and Discovery Indigenous*
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Part A - General terms for schemes under the Discovery Program

Parties & Recitals

THIS AGREEMENT is made on the _____ day of _____________ 20______

between the

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

and

<<Administering Organisation>> (‘the Administering Organisation’)

WHEREAS:

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

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

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

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

IT IS HEREBY AGREED as follows:

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.

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

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

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


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

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

ARC website is www.arc.gov.au.
**Asset** includes personal, real or incorporeal property, but shall not include Intellectual Property.

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

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

**Commonwealth** means the Commonwealth of Australia.

**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 at www.arc.gov.au.

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

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

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

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

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

**Eligible Organisation** means an organisation listed in Section A12 of the Funding Rules.

**End of Year Report** means the report described in clause A25.2.

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

**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 Report** means the report described in clause A25.4.

**FTE** means full-time equivalent.
**Funding** or **Funds** means the amount or amounts payable under this Agreement for each Project as specified in Schedule A.

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

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

**Funding Rules** means the *Funding Rules for schemes under the Discovery Program for the years 2015 and 2016—Australian Laureate Fellowships, Discovery Projects, Discovery Early Career Researcher Award and Discovery Indigenous*.

**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.

**Host Organisation** means an Organisation that hosts Personnel during a Discovery Indigenous Project.

**Indigenous Australian** means an Australian of Australian Aboriginal or Torres Strait Islander descent who identifies as an Australian Aborigine or Torres Strait Islander and is accepted as an Australian Aborigine or Torres Strait Islander in the community in which he/she lives or has lived.

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

**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.

**Other Eligible Organisation** means any Eligible Organisation which is identified in the Proposal as a contributor to the Project but is not the Administering Organisation.

**Other Organisation** means any organisation which is identified in the Proposal as a contributor to the Project but is not an Eligible Organisation.

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

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

**Personnel** means those persons involved in the conduct of the Project.
Postdoctoral Research Associate (PDRA) means a postdoctoral research associate, funded by the Commonwealth through the Administering Organisation, who will be employed on an Australian Laureate Fellowships Project.

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

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

Progress Report means the report described in clause A25.3.

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

Project Leader means the first-named Chief Investigator, Fellow or Awardee on the Proposal, or such other person otherwise approved by the Minister and includes any replacement person approved by the ARC in accordance with this agreement.

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

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

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

RMS means the ARC’s online Research Management System.

Scheme has the meaning given in Parties and Recitals.

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

Specified Personnel means the Chief Investigator(s), Partner Investigator(s), Fellow and/or Awardee named in Schedule A to perform the Project or as otherwise approved by the ARC.

UA means Universities Australia.

Workshop Services means specialised construction and maintenance activities carried out by a technician, often within a dedicated facility for working with materials such as wood, glass, metal or electronics.
A1. Interpretation

A1.1 In this Agreement, unless the contrary intention appears:

(a) words in the singular number include the plural and words in the plural number include the singular;

(b) words importing a gender include any other gender;

(c) words importing persons include a partnership and a body whether corporate or otherwise;

(d) clause headings, words capitalised or in bold or italic format and notes in square brackets (‘[ ]’) are inserted for convenience only, and have no effect in limiting or extending the language of provisions, except for the purpose of rectifying any erroneous cross-reference;

(e) all references to clauses are to clauses in this Agreement and all references to a schedule refer to a schedule in this Agreement;

(f) all references to dollars are to Australian dollars and this Agreement uses Australian currency;

(g) reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation of the Commonwealth and, if it has been or is amended, replaced or supplemented, is a reference to that statute or other legislation as amended, replaced or supplemented; and

(h) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

A1.2 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.

A2. Entire Agreement and Variation

A2.1 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.

A2.2 Notwithstanding clause A2.1, 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.

A2.3 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.
A2.4 The Administering Organisation and the Commonwealth may agree to vary this Agreement. Other than as expressly provided for in this Agreement, any variation to this Agreement must be in writing and signed by both parties.

A2.5 The Administering Organisation is required to do all things incidental or reasonably necessary to give effect to this Agreement, including procuring any third parties to do such incidental or reasonably necessary things. 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.

A3. Term of Agreement and Funding Period

A3.1 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.

A3.2 Subject to clauses A4 and A5 of this Agreement, the period of Funding is the Funding Period unless the Funding is terminated earlier in accordance with this Agreement.

A3.3 The Funding 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 under section 54 of the ARC Act to vary the Funding, this Agreement will continue to apply to any Project, including Awards or granted financial assistance under such a determination.

A4. Payment of Funding

A4.1 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 Schedule A.

A4.2 All Funding for a Project is subject to the following conditions:

(a) that the Project commence in accordance with relevant scheme’s commencement dates in this agreement, or by any later date approved by the ARC;

(b) that the Project Leader listed in Schedule A lead and coordinate the Project during the Funding Period, including by having direct responsibility for the strategic decisions and the communication of results for the Project;

(c) that the Administering Organisation conduct the Project substantially in accordance with the ‘Project Description’ contained in the Proposal, 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 spend 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 receive Funding under this Agreement to which it is properly entitled;

(f) that the Administering Organisation submit on time all reports required under this Agreement, in the form and with content satisfactory to the ARC;
that progress of the Project is, in the opinion of the ARC, satisfactory;

that all Personnel listed in Schedule A, at all times during her/his participation in a Project, meet the criteria specified in the Funding Rules, and have direct responsibility for the strategic decisions and the communication of results for the Project;

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;

that the Administering Organisation has documented processes in place for managing Conflicts of Interest in accordance with the NHMRC/ARC/UA Australian Code for the Responsible Conduct of Research (2007);

that the ARC is advised in a timely manner of any and all other Commonwealth funding which has been, is being, or is intended to be provided for the research and/or activities funded under this Agreement;

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

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;

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

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

A4.3 If the Administering Organisation does not meet any one or more of the conditions listed in clause A4.2 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.

A4.4 The Administering Organisation must pay to the Commonwealth the amount specified in any notice received under clause A4.3(b), within 30 days of the date of that notice.

A4.5 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 Schedule A, which is net of any GST which may be imposed on the supply.

A4.6 Where the invoice relates to a taxable supply made under this contract, the invoice must comply with the requirement for a tax invoice as defined in the GST Act.

A4.7 The Commonwealth shall have the right to vary, unilaterally the amounts for any or all Projects.

A4.8 In the event that the Minister makes a determination under section 54 of the ARC Act, the Commonwealth shall have the right to vary, unilaterally the rates set out in this Agreement.
A4.9 Where the Commonwealth exercises its right under clause A4.3, A4.7 or A4.8 above, it shall inform the Administering Organisation in writing of the variation within 30 days of that variation having been made.

A5. **Accuracy of Information**

A5.1 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, e.g. describing a paper as being ‘in press’ or accepted even though it has only been submitted.

A5.2 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.

A6. **Use of the Funding: Activities, Facilities and Types of Work**

A6.1 The Administering Organisation will ensure that each Project described in Schedule A is carried out 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.

A6.2 The Administering Organisation must ensure that expenditure on each Project described in Schedule A 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 or any revised budget, aims and research plan submitted by the Administering Organisation which has been approved by the ARC.

A6.3 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 Schedule A;
(c) to purchase alcoholic beverages; or
(d) for purposes specifically excluded in this Agreement.

A6.4 Refer to the Funding Rules for further information regarding supported and not supported budget items.

A6.5 The Administering Organisation must ensure that the Specified Personnel listed in Schedule A (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.
A6.6 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.

A6.7 Unless otherwise approved by the ARC, the Administering Organisation must provide the resources to undertake each Project as specified in the Proposal.

A6.8 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.

A6.9 Overseas PIs who are not employed by an Administering Organisation do not need to provide certification from their employing organisation.

A6.10 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.

A6.11 The ARC will not provide Funding for relocation expenses under this Funding Agreement.

A6.12 Where an HDR stipend is to be paid from Project costs:

(a) the HDR stipend recipient must be enrolled in a Higher Degree by Research at an Eligible Organisation as listed in section A12 of the Funding Rules;

(b) management of candidature of HDR stipend recipients will be at the discretion of the Administering Organisation or host organisation as appropriate. This includes but is not limited to selection, appointment, periods of leave and/or suspension of candidature;

(c) other costs of candidature will be the responsibility of the Administering Organisation as appropriate. Costs of candidature may include, but are not limited to, costs of relocation, periods of leave and thesis production.

A7. Use of the Funding: Provision of Salaries, Salary support, Relief for Teaching and for Other Duties

A7.1 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. Such Personnel may be employed full-time or part-time, as required.

A7.2 In respect of Specified Personnel other than CIs, unless the ARC otherwise determines:

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

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

(c) the on-costs provisions beyond the ARC contribution of 28 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.

A7.3 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.
A7.4 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.

A8. **ARC Notional Awards and other allowances**

A8.1 The annual rate for a full time Higher Degree by Research stipend under this Funding Agreement is $25,861 (2015$).

A9. **Over-expenditure by the Administering Organisation**

A9.1 Any Project expenditure incurred by the Administering Organisation for a Project additional to the approved amount for that Project specified in Schedule A, 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.

A10. **Conditions of Employment**

A10.1 The Administering Organisation shall ensure that the Specified Personnel will conduct the Project in a diligent and competent manner and will comply with this Agreement.

A10.2 The Administering Organisation shall provide each Specified Personnel with a copy of this Agreement within a reasonable time after the execution of the Agreement.

A10.3 The Administering Organisation warrants that it has made proper inquiries of the Specified Personnel in relation to their eligibility to perform the Project.

A10.4 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.

A10.5 The Administering Organisation must ensure that each of the Specified Personnel who is to work on a Project has the approval of her/his 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.

A10.6 The Administering Organisation shall ensure that all Conditions of Employment as detailed in this agreement are met.

A11. **Transfer of Project or Specified Personnel**

A11.1 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 Funding Period for that Project.

A11.2 If the transferring Specified Personnel is the Project Leader, then the Administering Organisation may seek the ARC’s approval for the transfer of the Project to a new Eligible Organisation by submitting a *Variation of Funding Agreement* request outlining arrangements for the continuation of the Project and the continued administration of the Funding.

A11.3 The ARC will only consider the transfer of a Project to another Eligible Organisation where the circumstances are exceptional. While each case is considered individually, acceptable scenarios would include where the current Administering Organisation believes that there is substantial change in the research environment at their institution for that type of research (e.g. disintegration of the research team, abolishment of the department, or facilities becoming inoperable).
A11.4 If the proposed transfer of the Project is to another Eligible Organisation, the Administering Organisation may seek the ARC’s approval for the transfer of the Funding from the Administering Organisation to another Eligible Organisation (‘the recipient Eligible Organisation’) by submitting a Variation of Funding Agreement request to the ARC. The ARC shall have regard to the circumstances surrounding the proposed transfer and may approve the transfer subject to such conditions as the ARC considers appropriate. The request must provide evidence that:

a) all named parties agree to the transfer;

b) the recipient Eligible Organisation agrees to provide for the Project (including costs and in-kind financial support and facilities of commensurate quality) equivalent to that which would have been provided by the Administering Organisation and which satisfies the requirements of this Agreement and the Funding Rules;

c) the transfer of the Project will not adversely impact on the research capacity developed by the Administering Organisation through the Project and that there is sufficient time available during the remainder of the Project to build research capacity at the new recipient Eligible Organisation;

d) the research already developed will not be put at risk as a result of the transfer;

e) the transfer will further enhance the research; and

f) where relevant, the Fellow/DECRA Recipient aligns with the current and emerging research strengths of the recipient Eligible Organisation.

A11.5 The ARC will consider requests for transfers to Eligible Organisations, on compassionate grounds including carer’s responsibilities and family circumstances. Details of the circumstances should be provided in the original request.

A11.6 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 A18 to the recipient Eligible Organisation.

A11.7 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 will be required to:

i. enter into a new, or vary an existing, Funding Agreement with the ARC to give effect to the changed funding arrangements; and

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.
A11.8 If the Fellow/DECRA Recipient changes organisation and the ARC’s approval is not given for arrangements for the continuation of the Project and the continued administration of the Funding, the Project may be terminated and any unspent Funds recovered by the ARC.

A11.9 If Funding for a Project which was previously administered by another Eligible Organisation is to be transferred to the Administering Organisation, the Administering Organisation must ensure that the Project which is being transferred, and the Specified Personnel performing the Project satisfy the eligibility and accountability requirements of the Funding Rules and terms and conditions of this Agreement.

A11.10 Relocation expenses associated with the transfer will not be paid by the ARC.

A11.11 The Project or any equipment purchased with the Funding must not be transferred to the recipient Eligible Organisation until ARC approval for the transfer of the Funding is granted.

A12. Relinquishment of a Project

A12.1 If, at any time during the term of the Funding 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.

A12.2 The Administering Organisation shall immediately advise the ARC of the relinquishment of the Project by means of submitting a Variation of Funding Agreement request to the ARC. The End of Year Report must also contain details regarding any Projects that have been relinquished.

A13. Negation of Employment by the Commonwealth

A13.1 Specified Personnel, any personnel funded by a Project and the Administering Organisation must not represent themselves as being employees, partners or agents of the Commonwealth, or as otherwise able to bind or represent the Commonwealth.

A13.2 Specified Personnel, any personnel funded by a Project and the Administering Organisation shall not by virtue of this Agreement or for any purpose be, or be deemed to be, employees, partners, or agents of the Commonwealth, or as having any power or authority to bind or represent the Commonwealth.

A14. Conduct of Research

A14.1 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.

A14.2 The Administering Organisation must ensure that a Project under this Agreement will not proceed without appropriate ethical clearances from the relevant committees and/or authorities referred to in clause A35 or prescribed by the Administering Organisation’s research rules. Responsibility for ensuring such clearances have been obtained remains with the Administering Organisation.

A14.3 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 which has the potential to influence, or appear to influence, the research and activities, publications and media reports, or requests for funding related to the Project.
A14.4 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 NHMRC/ARC/UA *Australian Code for the Responsible Conduct of Research* (2007) the ARC Conflict of Interest and Confidentiality Policy and any relevant successor document.

A14.5 Each Project must, unless otherwise approved by the ARC in writing, conform to the principles outlined in the following and their successor documents:

(a) NHMRC/ARC/UA *Australian Code for the Responsible Conduct of Research* (2007);

(b) as applicable, the NHMRC/ARC/UA *National Statement on Ethical Conduct in Human Research* (2007, updated 2014);

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

(d) as applicable, AIATSIS *Guidelines for Ethical Research in Australian Indigenous Studies* (2012); and

(e) as applicable, the *Australian Code for the care and use of animals for scientific purposes* (2013) endorsed by the NHMRC, the ARC, the Commonwealth Scientific and Industrial Research Organisation and UA.

A15. **Material Produced Under this Agreement, Publication and Dissemination of Research Outputs**

A15.1 The Administering Organisation must establish and comply with its own procedures and arrangements for the ownership of all Material produced as a result of any Project funded under this Agreement.

A15.2 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.

A15.3 The ARC will support publication and dissemination costs as per the Funding Rules.

A15.4 All Proposals and ARC-funded research Projects must comply with the ARC Open Access Policy, which is available at: www.arc.gov.au. In accordance with this policy, the ARC requires that any publications arising from a Project must be deposited into an open access institutional repository within a twelve month period from the date of publication.

A15.5 The ARC strongly encourages the depositing of data arising from a Project in an appropriate publicly accessible subject and/or institutional repository.

A15.6 The Final Report must justify why any publications from a Project have not been deposited in an open access institutional repository within twelve months of publication. The Final Report must outline how data arising from the Project have been made publicly accessible where appropriate.

A15.7 This clause survives the expiration or earlier termination of this Agreement.
A16. **ARC Assessments**

A16.1 The Administering Organisation must ensure that, for the term of this Agreement, if requested by the ARC, CIs, Fellows and DECRA recipients agree to assess up to 20 new proposals per awarded Project for ARC funding per annum for each year of Funding.

A16.2 If the ARC determines that a CI, Fellow or DECRA recipient has failed to meet the obligation to assess proposals assigned by the ARC for assessment, the ARC may notify the Administering Organisation in writing of that failure.

A16.3 If a CI, Fellow or DECRA recipient does not undertake assessment of the assigned proposals within a period specified by the ARC in the notice referred to in clause A16.2 above, the Administering Organisation will be considered to be in breach of this Agreement and Funding for the relevant Projects on which the CI, Fellow or DECRA recipient is listed as Specified Personnel under this Agreement may be terminated.

A17. **Assets**

A17.1 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 Funding Period.

A17.2 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.

A17.3 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.

A17.4 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 A11, in which case, subject to the agreement of both the Administering Organisation and the recipient Eligible Organisation under that clause, the equipment purchased with Funds provided under this Agreement for the relevant Project may be transferred in accordance with clause A11.

A17.5 Subject to clause A17.4, after the expiration or termination of this Agreement the Administering Organisation retains ownership of all Assets purchased using the Funds.

A18. **Intellectual Property**

A18.1 The Administering Organisation must adhere to an Intellectual Property policy, approved by the Administering Organisation’s governing body, which has as one of its aims the maximisation of benefits arising from research. The ARC makes no claim on the ownership of Intellectual Property brought into being as a result of the Projects for which Funding is provided.
A18.2 Unless otherwise approved by the ARC, the Administering Organisation’s Intellectual Property policy referred to in clause A18.1 must comply with the *National Principles of Intellectual Property Management for Publicly Funded Research* as amended from time to time.

A18.3 The Administering Organisation, if it is not a Commonwealth Entity which is contracting on behalf of the Commonwealth, will indemnify the Commonwealth, its officers, employees and agents against any liability, loss, damage, costs and expenses arising from any claim, suit, demand, action or proceeding by any person, in respect of any infringement (or alleged infringement) of Intellectual Property rights by the Administering Organisation, its employees, agents or subcontractors in the course of, or incidental to, performing the Project or the use by the Commonwealth of reports provided by the Administering Organisation under this Agreement.

A18.4 The indemnity referred to in clause A18.3 shall survive the expiration or termination of this Agreement.

A19. **Protection of Personal Information**

A19.1 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 Australian Privacy Principles set out in Schedule 1 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 co-operate with any reasonable demands or inquiries made by the Privacy Commissioner or the CEO in relation to the management of personal information by the Administering Organisation, or breaches, or alleged breaches, of privacy;

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

(e) to comply with any policy guidelines laid down by the Commonwealth or issued by the Privacy Commissioner from time to time relating to the handling of personal information;

(f) to comply with any reasonable direction of the CEO to observe any recommendation of the Privacy Commissioner relating to any acts or practices of the Administering Organisation that the Privacy Commissioner considers to be a breach of the obligations in paragraph (a) above;

(g) to comply with any reasonable direction of the CEO to provide the Privacy Commissioner access for the purpose of monitoring the Administering Organisation’s compliance with this clause;

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

A19.2 The Administering Organisation must immediately notify the ARC if the Administering Organisation becomes aware of a breach of its obligations under clause A19.1.

A19.3 This clause survives the expiration or earlier termination of this Agreement.

**A20. Confidentiality**

A20.1 Subject to clause A20.2, the ARC agrees not to disclose any Confidential Information of the Administering Organisation, without the Administering Organisation’s consent.

A20.2 The ARC will not be taken to have breached its obligations under clause A20.1 to the extent that the ARC discloses Confidential Information:

(a) to its officers, employees, agents, external professional advisers or contractors solely to comply with obligations, or to exercise rights, under this Agreement;

(b) to its internal management personnel solely to enable effective management or auditing of this Agreement or the NCGP or the Scheme;

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

(d) to the Minister, or in response to a demand by a House or a Committee of the Commonwealth Parliament;

(e) within the ARC, the Department or another government agency or authority, where this serves the ARC’s, the Department’s or the Commonwealth’s legitimate interests;

(f) as required or permitted by any other law, or an express provision of this Agreement, to be disclosed; or

(g) that is in the public domain other than due to a breach of this clause A20.

A20.3 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.

**A21. Acknowledgments, Publications and Publicity**

A21.1 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.

A21.2 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, the Administering Organisation must ensure (wherever possible) that the ARC’s contribution and support of the Project is acknowledged in a prominent place and an appropriate form acceptable to the ARC. Similar efforts should 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. With respect to publications, where ARC support is acknowledged, the relevant grant number should be included.

A21.3 This clause survives the expiration or earlier termination of this Agreement.

A22. Administration of the Funding

A22.1 The Administering Organisation must maintain reasonable, up-to-date and accurate records relating to the Funding in general, and the Projects conducted with the Funding in particular, to verify its compliance with this Agreement.

A22.2 Records maintained under clause A22.1 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.

A23. Audit and Monitoring

A23.1 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.

A23.2 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.

A23.3 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.

A24. Access to Premises and Records

A24.1 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.

A24.2 The access rights in clause A24.1 are subject to:

(a) the provision of reasonable prior notice by the ARC; and

(b) the Administering Organisation’s reasonable security procedures.

A24.3 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 A24.2 will not apply.

A24.4 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.

A24.5 Nothing in clauses A24.1 to A24.4 inclusive affects the obligation of each party to continue to perform its obligations under this Agreement unless otherwise agreed between them.

A24.6 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.

A24.7 This clause survives the expiration or earlier termination of this Agreement.

A25. Reporting Requirements

A25.1 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.

A25.2 End of Year Report

(a) The Administering Organisation must submit an End of Year Report by 31 March in the year following each calendar year for which the Funding was awarded, in accordance with the instructions to be provided by the ARC each year. The first End of Year Report for funding commencing in 2015 is 31 March 2016. The first End of Year Report for funding commencing in 2016 is 31 March 2017. The form for this report will be made available by the ARC in RMS, with instructions on the ARC website.

(b) The End of Year Report will contain information on all expenditure for that year for the Project including:

i. any unspent Funds to be recovered by the Commonwealth;

ii. any unspent Funds that the Administering Organisation is seeking to have carried over into the next year; and

iii. the reasons why the unspent Funds are required to be carried over.
(c) Under paragraph 58(1)(e) of the ARC Act, Funds provided by the Commonwealth to the Administering Organisation which are not spent during the year of the Funding Period to which those Funds were allocated may be carried over if approved by the ARC. If the Administering Organisation wishes any Funds to be carried over from one year to the next year, the Administering Organisation must request this approval in the End of Year Report for the calendar year for which those Funds were initially paid.

(d) All unspent funds are to be reported to the ARC. If a carryover is requested it must include all unspent funds allocated to the 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), written justification must be provided.

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

A25.3 Progress Report

(a) Report by Exception. For all years except the final year. A Progress Report must only be submitted if significant issues are affecting the progress of the Project. The report must specify the actions being taken to address the issues. When required the Administering Organisation must provide a Progress Report in respect of each affected ongoing Project by 31 March of each year. For the purpose of clarification, if a report by exception is required the initial Progress Report is due 31 March 2017.

(b) 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 monies will be recovered by the ARC.

(c) Unsatisfactory progress on any Project may be noted against any further proposals under any ARC scheme submitted on behalf of any Specified Personnel and will be taken into account in the assessment of those proposals.

A25.4 Final Report

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

(b) The Final Report must justify why any publications from a Project have not been deposited in an open access institutional repository within twelve months of publication. The Final Report must outline how data arising from the Project have been made publicly accessible where appropriate.

(c) The ARC may also seek additional information about subsequent outputs and outcomes after submission of the Final Report.
(d) If a Final Report is considered by the ARC to be inadequate or is not submitted on time, the Administering Organisation of the Project may be contacted for further information. If the ARC is not satisfied with the outcomes of the Project, this may be noted against any further proposals under any ARC scheme submitted on behalf of the any of the CI/Fellows/Awardees on the Project and may be taken into account in the assessment of those proposals.

(e) Proposals submitted under any ARC scheme on behalf of any CI/Fellows/Awardees for which the Final Report is outstanding may be deemed ineligible for approval of Funding.

A25.5 The ARC requires Administering Organisations to inform the ARC when significant problems occur with an ARC-funded project and/or with any serious matters concerning associated named personnel. Such reporting matters should be directed to the ARC Postaward team.

A25.6 This clause survives the expiration or earlier termination of this Agreement.

A26. **Complaints and Allegations Relating to Research Integrity and Research Misconduct**

26.1 All ARC funded research projects must comply with the *ARC Research Integrity and Research Misconduct Policy*, which is available at [www.arc.gov.au](http://www.arc.gov.au). The ARC will enforce reporting requirements and impose sanctions, when required, under this policy.

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

(a) all institutions currently applying for funding or that have received ARC funding in the last seven years;

(b) individuals who have been named as investigators on ARC funded proposals, and any associated project personnel, whether the allegation or complaint relates to the ARC funded activity or not; and

(c) anyone engaged on ARC business such as ARC College members, Selection Advisory Committee members, external assessors and contractors.

A27. **Australian Research Integrity Committee**

A27.1 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 NHMRC/ARC/UA *Australian Code for the Responsible Conduct of Research* (2007).

A28. **Copyright in Proposals and Reports**

A28.1 Copyright in any Proposal and all reports provided under this Agreement will vest in the Administering Organisation at the time of creation but the Administering Organisation grants to the Commonwealth or must procure for the Commonwealth a permanent, irrevocable, royalty-free, non-exclusive licence to use and reproduce information contained in a Proposal or a report and publish it on a non-profit basis for any purpose related to:

(a) the evaluation and assessment of proposals;

(b) verifying the accuracy, consistency and adequacy of information contained in a Proposal, or otherwise provided to the ARC;

(c) the preparation and management of any funding agreement;
(d) the administration, auditing, management or evaluation of the NCGP or any funding scheme administered by the ARC;

(e) the sharing of information by the ARC within the ARC’s organisation, or with another Commonwealth Department or agency, 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.

A28.2 If a Proposal or a 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.

A28.3 This clause survives the expiration or earlier termination of this Agreement.

A29. **Recovery of Unspent Funds or Overpayments of Funds**

A29.1 Any unspent Funds may be recovered by the Commonwealth under paragraph 58(1)(c) of the ARC Act. Any amount of Funding paid to the Administering Organisation which exceeds the amount of financial assistance that is properly payable to it may be recovered under paragraph 58(1)(d) of the ARC Act.

A29.2 The Commonwealth may offset the unspent or overpaid Funds against the total of any further Funds payable to the Administering Organisation.

A29.3 This clause survives the expiration or earlier termination of this Agreement.

A30. **Indemnity**

A30.1 The Administering Organisation, if it is not a Commonwealth Entity which is contracting on behalf of the Commonwealth, will indemnify the Commonwealth, its officers, employees and agents against any liability, loss, damage, costs and expenses arising from any claim, suit, demand, action or proceeding by any person, where such loss or liability was caused by a wilful, unlawful or negligent act or omission of the Administering Organisation, its employees, agents or subcontractors in connection with this Agreement.

A30.2 The Administering Organisation’s liability to indemnify the Commonwealth under clause A30.1 shall be reduced proportionally to the extent that any act or omission of the Commonwealth or its employees or agents contributed to the loss or liability.

A30.3 The indemnity referred to above shall survive the expiration or termination of this Agreement.

A31. **Insurance**

A31.1 The Administering Organisation must effect and maintain adequate insurance or similar coverage to cover any liability arising as a result of its participation in Discovery Program Projects and, if requested, provide the Commonwealth with a copy of the relevant policies or when appropriate Certificate of Currency. The Administering Organisation will be responsible for effecting all insurances required under workers’ compensation legislation and for taking all other action required as an employer.
A32. **Dispute Resolution**

A32.1 The Parties agree not to commence any legal proceedings in respect of any dispute arising under this Agreement until the procedure provided by this clause A32 has been followed.

A32.2 The Parties agree that the following procedure will be used in an expeditious way to resolve a dispute:

(a) the Party claiming there is a dispute will notify the other Party in writing, setting out the nature of the dispute;

(b) the Parties will try to resolve the dispute through direct negotiation, including by referring the matter to persons who have authority to intervene and direct some form of resolution;

(c) the Parties have ten business days from the date of the notice to reach a resolution or to agree that the dispute is to be submitted to mediation or some alternative dispute resolution procedure;

(d) if:

   i. there is no resolution of the dispute;
   
   ii. there is no agreement on submission of the dispute to mediation or some alternative dispute resolution procedure; or
   
   iii. there is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution within 30 business days of the submission, or such extended time as the Parties may agree in writing before the expiration of the 30 business days.

then, either Party may commence legal proceedings.

A32.3 This clause A32 does not apply to action that the Commonwealth takes, or purports to take, under clause A4, A29, or A33 or where a Party commences legal proceedings for urgent interlocutory relief.

A32.4 Despite the existence of the dispute, the Administering Organisation must (unless requested in writing by the Commonwealth not to do so) continue to perform its obligations under this Agreement.

A33. **Termination of the Agreement**

A33.1 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 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;

(d) the ARC reasonably believes there is fraud or misleading or deceptive conduct on the part of the Administering Organisation or any Personnel;

(e) the Administering Organisation fails to comply with any additional ARC requirement or condition notified by the ARC under clause A2.2;

(f) the ARC receives notice that work on the Project will cease, or has ceased;

(g) the Administering Organisation is unable to continue its role for any reason;
(h) the Commonwealth terminates its commitment in the event of a change of government policy or other related government requirements.

A33.2 If the ARC terminates Funding for a Project under clause A33.1:

(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 unless otherwise specified by the Commonwealth; and

(c) the ARC may recover all or any Funding for the Project in accordance with clause A4.3.

A33.3 Any amount notified to the Administering Organisation as payable under clause A33.2(c) is a debt due to the ARC (without further proof of the debt being necessary), payable within 30 days of the date of the notice.

A33.4 Subject to clause A17.4, after the expiration or termination of this Agreement the Administering Organisation retains ownership of all Assets purchased using the Funds.

A34. Compliance with Law

A34.1 The Administering Organisation shall in carrying out this Agreement comply with the provisions of any relevant statutes, regulations, by-laws, and requirements of any Commonwealth, State, Territory or local authority.

A34.2 The Administering Organisation acknowledges that:

(a) Chapter 7 of the Criminal Code Act 1995 provides for offences which attract substantial penalties, including theft of Commonwealth property and other property offences, obtaining property or financial advantage by deception, offences involving fraudulent conduct, bribery, forgery and falsification of documents;

(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 her/his knowledge or into her/his possession or custody by virtue of the performance of this Agreement (other than a person to whom the Administering Organisation is authorised to publish or disclose that fact or document) may be an offence under section 70 of the Crimes Act 1914, punishment for which may be a maximum of two years imprisonment;

(d) in respect of data, including personal information, held in connection with this Agreement, any unauthorised and intentional access, destruction, alteration, addition or impediment to access or usefulness of the data stored in any computer in the course of performing this Agreement is an offence under Part 10.7 of the Criminal Code Act 1995 which may attract a substantial penalty, including imprisonment;

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

(f) it is aware of its obligations under Part 4 of the Charter of United Nations Act 1945 and the Charter of United Nations (Terrorism and Dealing with Assets) Regulations 2002;

(g) it may have obligations under the Workplace Gender Equality Act 2012 and it must comply with those obligations; and
h) it is aware of its obligations under relevant work, health and safety laws.

A34.3 The Administering Organisation undertakes with respect to any officer, employee, agent or subcontractor who will have access to documents, materials or information within the meaning of section 79 of the Crimes Act 1914 that prior to having access the officer, employee, agent and subcontractor will first be required by the Administering Organisation to provide the Administering Organisation with an acknowledgment that the officer, employee, agent or subcontractor is aware of the provisions of the section.


A34.5 The Administering Organisation must ensure that in performing the obligations under, and arising from this Agreement, all necessary precautions for the health and safety of all persons have been identified and implemented.

A34.6 The Administering Organisation must ensure that all officers, employees, agents and subcontractors in performing the obligations under and arising from this Agreement comply with any security and safety requirements of which they are or should be reasonably aware.

A35. Research special conditions

A35.1 Importation of experimental organisms: The Administering Organisation must ensure that, before experimental organisms are imported into Australia for the purposes of a Project, the Administering Organisation or the Project Leader must obtain agreement in principle for the importation from the appropriate Commonwealth and State authorities.

A35.2 Research involving humans or other animals: 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 Project may not commence without clearance from the Administering Organisation’s Ethics or Biosafety Committee (or equivalent) and from any other relevant authority.

A35.3 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.

A35.4 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.

A35.5 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.
A35.6 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 Project Leader is not intending to do so within the two-year period, he/she should include the reasons in the Project’s Final Report.

A36. Liaison

A36.1 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
Australian Research Council

Phone: 02 6287 6600
Fax: 02 6287 6638

Postal address
GPO Box 2702
CANBERRA ACT 2601

Post-award enquiries and report submission
Email: ARC-Postaward@arc.gov.au

A37. Applicable Law

A37.1 This Agreement will be governed by and interpreted in accordance with the laws of the Australian Capital Territory and the Parties submit to the non-exclusive jurisdiction of the courts of that Territory.
Part B - Scheme-specific terms for *Australian Laureate Fellowships* for funding commencing in 2015

B1. **Use of the Funding: Activities, Facilities and Types of Work**

B1.1 The Administering Organisation must ensure that recipients of a *Kathleen Fitzpatrick Australian Laureate Fellowship* or a *Georgina Sweet Australian Laureate Fellowship* follow the guidelines as set out in ‘D4 Additional Award – Proposed Activities’ in the Proposal. Any significant changes to the expenditure of the allocated Funds and/or proposed activities must be approved by the submission of a *Variation of Funding Agreement* request.

B2. **Use of the Funding: Provision of Salaries and Salary support**

B2.1 The Funding specified in Schedule A for the Fellowship salary supplement must only be used for the provision of salary and on-costs for the Fellow.

B2.2 Funding provided for a PDRA must be used in accordance with clause B11 - B21. Funding provided for a PGR must be used in accordance with clause B22 - B31.

B3. **Australian Laureate Fellowship salary support**

B3.1 The figures in the tables below are based on the 2015 levels of funding and will be subject to variation (for example, due to annual indexation). Updated levels are available on the ARC website at [www.arc.gov.au/applicants/salaries.htm](http://www.arc.gov.au/applicants/salaries.htm).

B3.2 Fellowship salary supplement is indexed annually.

B3.3 The ARC will provide a salary supplement to a Professorial Level E (or equivalent).

<table>
<thead>
<tr>
<th>Australian Laureate Fellowship</th>
<th>ARC Salary Supplement</th>
<th>On-costs 28%</th>
<th>Total (2015$)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$119,726</td>
<td>$33,524</td>
<td>$153,250</td>
</tr>
</tbody>
</table>

B3.4 The ARC may provide the following amounts for up to two postdoctoral research associates (PDRA) and up to two postgraduate researchers (PGR).

<table>
<thead>
<tr>
<th>Position</th>
<th>ARC Salary/Stipend rates</th>
<th>On-costs 28%</th>
<th>Total (2015$)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Postdoctoral research associate (PDRA)</td>
<td>$73,510</td>
<td>$20,584</td>
<td>$94,094</td>
</tr>
<tr>
<td>Postgraduate researcher (PGR)</td>
<td>$25,861</td>
<td>N/A</td>
<td>$25,861</td>
</tr>
</tbody>
</table>

B4. **Conditions of Employment of Australian Laureate Fellows**

B4.1 Fellowships are funded for five years, subject to Parliamentary appropriations and the receipt of satisfactory annual Progress Reports as required by clause A26.3.

B4.2 The Administering Organisation must employ and provide the Fellow with a salary of a Level E professorial appointment (or equivalent) for the duration of the Fellowship.

B4.3 The Administering Organisation must employ the Australian Laureate Fellow on a full-time basis for the duration of the Australian Laureate Fellowship. In exceptional circumstances other appointments may be approved where, in the view of the ARC, such appointments would enhance the Fellowship. Approval for any such appointments must be sought from the ARC via a *Variation to Funding Agreement* request prior to taking up the position, and will be at the absolute discretion of the ARC.
B4.4 The Australian Laureate Fellow is expected to spend a minimum of 20 per cent of her/his time on activities at the Administering Organisation.

B4.5 Australian Laureate Fellows are normally expected to work a minimum of 80 per cent (0.8 Full Time Equivalent (FTE)) on research and research capacity-building activities. Research capacity-building activities could include research leadership in teams and centres (ARC Centres or other research-related centres) and supervision of Higher Degree by Research students, but do not include a major role in administration. While an Australian Laureate Fellow’s principal duty is to undertake research, it is also important to specify in the Proposal the role he/she would be expected to play within the Administering Organisation, and if applicable, the ARC Centre or other research-related centre.

B4.6 A Fellow may serve as a Director of an ARC Centre provided he/she meets the requirements set out in clauses B4.3 and B4.4, works full-time on research and research capacity building activities and that her/his administrative duties in the Centre do not consume a substantial amount of her/his time. If an Australian Laureate Fellow is to act as a Director of an ARC Centre or other research related centre, the Administering Organisation must advise the ARC in writing of the details of the arrangements to be put in place which will ensure that the Fellows’ administrative duties will not consume a substantial amount of her/his time (including details of those persons who will be responsible for the administrative functions of the Centre).

B4.7 The Administering Organisation shall recognise Fellows as academic staff and incorporate them fully into the activities and academic life of the Administering Organisation, but should note that limits do apply (see clause B4.8 below).

B4.8 A Fellow cannot concurrently hold more than one ARC Fellowship or Award, and a holder of an ARC Fellowship or Award cannot concurrently hold a Fellowship from another Commonwealth funding agency. Before a Fellow commences the Australian Laureate Fellowship, the Administering Organisation must confirm that the Fellow has completed or relinquished any current fellowships. This applies to all ARC Fellowships and any other fellowship held with another funding body unless otherwise approved by the ARC.

B4.9 Notwithstanding clauses B4.3, B4.4 and B4.7, a Fellow may undertake research supervision or academic duties in addition to performing the Fellowship but only where it enhances, rather than detracts from, the Project. However, a Fellow may not accept additional appointment(s) or remuneration without the prior agreement of the Administering Organisation and the ARC.

B4.10 Unless otherwise approved by the ARC, Fellows cannot hold another appointment/position (continuing or non-continuing) either at the Administering Organisation or at another organisation. Fellows must relinquish any existing appointment/positions (continuing or non-continuing) prior to commencement of the Fellowship. This does not apply to the salaried position that the Administering Organisation must provide as part of the Australian Laureate Fellowship.

B4.11 Subject to clause B4.11, Fellows who are not Australian citizens must obtain the legal right to work and reside in Australia for the duration of the Australian Laureate Fellowship.

B4.12 Australian Laureate Fellows must reside in Australia for a minimum of three out of the five years of the Fellowship, except where ARC approval has been granted.
B4.13 Australian Laureate Fellows are expected to pursue research that is at the international leading edge in their field. To facilitate this aim, Australian Laureate Fellows may, with the approval of the ARC, undertake research overseas for periods of up to two years in total, providing that the Administering Organisation clearly demonstrates this is in the best interests of the research and its outcomes, and of national benefit to Australia.

B4.14 Prior to the commencement of an Australian Laureate Fellowship, any existing responsibilities must be relinquished, except the Australian Laureate Fellowship Level E salaried position, unless otherwise approved by the ARC. ARC approval must also be obtained for any post-award responsibilities.

B4.15 The Administering Organisation must ensure that, during the Fellowship period, a Fellow shall be entitled to a leave of absence for recreation at the rate of four weeks per annum, to be taken at any time during the Fellowship period by arrangement between the Fellow and the Administering Organisation. However, the Commonwealth will not provide additional funds to cover accrued leave proposed to be taken after the Fellowship period has expired or has been terminated. If a Fellow’s salary entitlements for recreation leave accrued during the Fellowship are to be funded from the Funding, the Fellow must take her/his recreation leave during the period of the Fellowship.

B4.16 The Administering Organisation must ensure the Australian Laureate Fellow has access to periods of up to 14 weeks paid maternity leave where such leave is taken during the course of the Australian Laureate Fellowship. The ARC will provide up to 14 weeks additional funding per period for this purpose, and the Australian Laureate Fellowship period will be extended for a period equivalent to the duration of paid maternity leave. The funding for this purpose is to be claimed by the Administering Organisation through submission of a Variation of Funding Agreement.

B4.17 The Administering Organisation must ensure that Australian Laureate Fellows are entitled to take up to two weeks paid partner/parental leave at the time of birth or adoption to the parent who is not identified as the primary caregiver during the course of the Australian Laureate Fellowship. The ARC will provide up to two weeks additional funding for this purpose per period, and the Australian Laureate Fellowship period will be extended for a period equivalent to the duration of the paid partner/parental leave. The funding for this purpose is to be claimed by the Administering Organisation through submission of a Variation of Funding Agreement.

B4.18 In addition to recreation leave, as provided for in clause B4.14, maternity leave as provided for in clause B4.15, and partner/parental leave provided for in clause B4.16, the Fellow may take additional leave of up to twelve months in total during the Fellowship using accrued leave or leave without pay providing it is in accordance with the Administering Organisation’s normal practice and written approval has been obtained from the ARC. If approved by the ARC, the Fellowship period will be extended for a period equivalent to the length of (full-time equivalent) additional leave taken. In exceptional circumstances, or where warranted on compassionate grounds, the ARC may approve further additional leave and the Fellowship period may be extended accordingly. The Funds for the Fellowship which would otherwise have been payable during the period when additional leave is taken, will continue to be paid to the Administering Organisation during the leave period and are to be held in trust by the Administering Organisation during the leave period. Other than in clauses B4.15 and B4.16 above, the ARC will not supplement the Funds to cover any additional costs incurred as a result of the leave being taken or delay in finalisation of the Project/Fellowship.
B4.19 The Australian Laureate Fellow may spend up to 0.2 FTE of her/his time annually on teaching activities. Supervision of honours or Higher Degree by Research students is not included in this limit. The Australian Laureate Fellowship will not be extended to accommodate any periods of teaching. Funding for the Fellow includes a 28 per cent loading to cover salary-related on-costs, including payroll tax, workers compensation, leave loading, long-service leave, no-contributory and contributory superannuation, but it excludes items such as extended leave and severance pay. On-costs that exceed 28 per cent and other costs (such as costs associated with or incurred as a result of extended leave and severance pay) must be met by the Administering Organisation.

B4.20 The conditions of employment for recipients of a *Kathleen Fitzpatrick Australian Laureate Fellowship* or a *Georgina Sweet Australian Laureate Fellowship* are covered by the same conditions of an Australian Laureate Fellow as specified in clause B4, plus the additional responsibilities as specified in clause B1.1 of this Funding Agreement.

B5. **Commencement of the Project**

B5.1 Subject to clause B6, the Project, including the Fellowship, must commence by no later than 31 December 2015, unless the commencement has been deferred to a later date approved by the ARC.

B6. **Deferment of Commencement of the Project**

B6.1 If the Administering Organisation wishes to defer commencement of a Project, including the Fellowship, beyond 31 December 2015, a written request justifying the requested deferral in terms of special circumstances must be made to the ARC, through the Administering Organisation’s Research Office, by submitting a *Variation of Funding Agreement* request, prior to 31 December 2015. A deferred commencement of the Project will automatically result in the deferment of all PDRA and PGR elements.

B6.2 If the Administering Organisation wishes to defer commencement of a PDRA or PGR beyond 31 December 2015 for Year 1 appointments and 31 December 2016 for Year 2 appointments, a written request must be made to the ARC through the Administering Organisation’s Research Office, by submitting a *Variation of Funding Agreement* request, prior to 31 December 2015 for Year 1 appointments and 31 December 2016 for Year 2 appointments.

B6.3 If approved, the deferment to the PDRA or PGR component does not constitute an extension to the term of the Project and Fellowship. The term of the PDRA must end with the completion of the Fellowship, unless approved by the ARC. The term of the PGR may be extended beyond the Fellow completion date for the purposes of meeting HDR requirements. If the deferred date of commencement of the PDRA results in the term being less than what is determined in clauses B11 - B21 or clauses B22 - B31 respectively, the recovery of unspent funds will occur upon completion of the Project as determined in A29. Other than in exceptional circumstances, failure to appoint a PDRA or PGR within the approved timeframe will result in the immediate recovery of the funds allocated to the component.

B6.4 For the purpose of clause B6.3, ‘exceptional circumstances’ includes, but is not limited to;

a) In circumstances where an ARC approved deferment of the commencement of the Project results in late appointment of the PDRA and PGR components; or,

b) A PDRA or PGR is appointed, then unexpectedly relinquishes the appointment just prior to the commencement of the PDRA or PGR term; or,
c) Difficulties are encountered in recruiting PDRAs and PGRs due to the specialised nature of the Project.

B6.5 Other than in exceptional circumstances, the Minister will not approve the commencement of a Project, including the Fellowship, beyond 30 June 2016. The ARC may recover Funding for any Project which has not commenced by 30 June 2016.

B6.6 PDRAs and PGRs cannot commence before the Australian Laureate Fellow.

B7. Suspension of an Australian Laureate Fellowship

B7.1 The request for a suspension of a Fellowship will be considered only if the circumstances are exceptional. Fellows wishing to suspend must apply through the Administering Organisation’s Research Office, by submitting a Variation of Funding Agreement request to the ARC seeking the ARC’s approval to suspend the Project.

B7.2 Suspensions without the written approval of the ARC will be a breach of this Agreement and may result in the immediate termination of the Fellowship.

B8. Fellows

B8.1 The Administering Organisation shall ensure that a Fellow conducts the Project in a diligent and competent manner and will comply with this Agreement.

B8.2 The Administering Organisation shall provide each Fellow with a copy of this Funding Agreement within a reasonable time after the commencement of the Funding.

B8.3 The Administering Organisation warrants that it has made proper inquiries of a Fellow in relation to their eligibility to perform the Project.

B8.4 The Administering Organisation must ensure that, unless otherwise approved by the ARC, each Fellow must meet the criteria specified in the Funding Rules for the full term of the Fellowship.

B9. Relinquishment of Fellowship

B9.1 A Fellowship cannot be transferred to another person. If, at any time during the term of the Project, a Fellow relinquishes, or is no longer able to continue her/his Fellowship, Funding for the Project will be terminated, including any PDRA or PGR components (if adequate supervision is not available for the PGR). In such cases, any unspent Funding for the Project will be recovered by the ARC.

B9.2 The Administering Organisation must require Fellows to give notice of one month to the Administering Organisation if they intend to relinquish the Fellowship. The Administering Organisation shall immediately advise the ARC of the relinquishment of the Fellowship by means of submitting a Variation of Funding Agreement request to the ARC. The End of Year Report must also contain details regarding any Fellow(s) that have relinquished their Fellowship.

B10. Conduct of Elements of Projects - Identification of PDRA and PGR

B10.1 If a Project has been awarded any PDRA elements, the number of funded PDRAs and the salary plus on-cost payable for the researchers appears in Schedule A. The Administering Organisation must conduct Projects involving PDRAs in accordance with the employment conditions for PDRAs specified in clauses B11 - B21.
B10.2 If a Project has been awarded any PGR elements, the number of funded PGRs and the stipend payable for the researchers appear in Schedule A. The Administering Organisation must conduct Projects involving PGRs in accordance with the employment conditions for PGRs in clauses B22 – B31.

**B11. Funding for PDRA elements**

B11.1 The ARC may provide Funding for up to two FTE PDRAs. PDRA Funding is provided on the basis that the researcher works full-time on the Project. The number of PDRAs funded, and the Funding for the salary plus on-costs payable for each PDRA, appears in Schedule A.

B11.2 The Commonwealth will pay the Administering Organisation an amount equal to the PDRA salary specified in B3.1. The ARC will not provide Funding for relocation expenses for a PDRA. These expenses must be met by the Administering Organisation.

B11.3 PDRAs are normally awarded for five years on a full-time basis, subject to sufficient funding being available and continued satisfactory progress of the PDRA as determined by the ARC. The ARC supports part-time employment for PDRAs subject to the employment conditions of the Administering Organisation.

B11.4 The total number of funded PDRA individuals contributing to the total full-time equivalent (FTE) positions can be varied to meet the needs of the Project. It is the responsibility of the Administering Organisation to ensure that the limit of two FTE equivalent funded Positions is not exceeded at any time over the life of the Project.

B11.5 Additional approved requests for other post-doctoral researchers who are funded out of Project Funds are not considered to be PDRAs and are not covered by the employment conditions in this agreement and are therefore not eligible to access the entitlements set out in clause B15.

**B12. Selection of PDRA**

B12.1 The Administering Organisation may only appoint a PDRA for the Project who has a PhD or has been approved by the ARC as having a research degree or experience equivalent to the award of a PhD.

**B13. Commencement of PDRA**

B13.1 The Administering Organisation must ensure that PDRAs commence in accordance with clauses B5 and B6 of this Agreement.

B13.2 The Administering Organisation must ensure that a PDRA does not commence until after their PhD has been successfully examined, or after ARC approval has been obtained recognising their research degree or experience as equivalent to the award of a PhD.

B13.3 The Administering Organisation must advise the ARC in writing, within three months of awarding, the name and commencement date of each PDRA funded under this Project. If a PDRA cannot be appointed the funds allocated to the component will be recovered. Only in exceptional circumstances will unspent PDRA funds be converted to Project Funding.

**B14. Use of the Funding - Provision of salary for PDRAs**

B14.1 The Administering Organisation shall pay to each PDRA a salary equivalent to the applicable amount set out in clause B3.1.

B14.2 The salary for a PDRA may be payable for a maximum period of five years.
B14.3 Subject to any reduction in the PDRA’s involvement in the Project, the Administering Organisation must provide each full-time PDRA with at least the annual indexed salary from the Funding. This does not preclude the Administering Organisation from supplementing the salary from other sources. If the PDRA’s involvement in the Project is reduced, the annual indexed salary is to be reduced proportionately. Reduction of ARC funding should be advised to the ARC by the Administering Organisation through the submission of a Variation of Funding Agreement.

B15. Employment, Leave and Other Conditions relating to PDRAs

B15.1 The Administering Organisation may provide PDRAs with sick, recreation and maternity leave in accordance with the usual practice of the Administering Organisation. The Commonwealth will not provide additional funds to cover accrued leave proposed to be taken after the PDRA period has expired or been terminated in accordance with this Agreement. PDRAs should therefore take recreation leave or other leave during the period of the PDRA tenure. The PDRA will not be extended beyond the end date of the Australian Laureate Fellow, unless approved by the ARC.

B15.2 The Administering Organisation must ensure the PDRAs have access to periods of up to 14 weeks paid maternity leave where such leave is taken during the course of the Australian Laureate Fellowship. The ARC will provide up to 14 weeks funding for this purpose and the PDRA will be extended for a period equivalent to the duration of the paid maternity leave. The funding for this purpose is to be claimed by the Administering Organisation through submission of a Variation of Funding Agreement.

B15.3 The Administering Organisation must ensure that PDRAs 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 Australian Laureate Fellowship. The ARC will provide periods of up to two weeks funding for this purpose and the PDRA will be extended for a period equivalent to the duration of the paid partner/parental leave. The funding for this purpose is to be claimed by the Administering Organisation through submission of a Variation of Funding Agreement.

B15.4 Other than in the circumstances provided for in clauses B15.2 and B15.3 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.

B15.5 The Administering Organisation may seek approval from the ARC for a PDRA to undertake overseas research for up to two years as part of the Project, provided that it is in the best interest of the research and its outcomes, and of national benefit to Australia. Prior written approval of the ARC is required through submission of a Variation of Funding Agreement.

B15.6 Funding for PDRA salaries includes a 28 per cent loading to cover salary-related on-costs, including payroll tax, workers compensation, leave loading, long-service leave, non-contributory and contributory superannuation, but it excludes items such as extended leave and severance pay. On-costs that exceed 28 per cent and other costs (such as costs associated with or incurred as a result of extended leave and severance pay) must be met by the Administering Organisation.
B16. **Suspension of a PDRA**

B16.1 A PDRA may apply for a suspension of the position for a period of up to twelve months in total during the tenure period to enable the researcher to undertake other employment. This may occur if, for example, a PDRA is offered a short-term teaching or research position or to gain work experience in industry. The Funds for the PDRA which would otherwise have been payable during the suspension period(s) will continue to be paid to the Administering Organisation during the suspension period(s) and are to be held on trust by the Administering Organisation during the suspension period(s). The ARC will not supplement the Funds to cover any additional costs incurred as a result of the suspension of the PDRA position. The ARC will recover any unspent funds upon conclusion of the Project. If the proposed suspension is to be more than six months duration, the Responsible Officer must apply to the ARC to seek approval. The relevant Variation of Funding Agreement which will be made available by the ARC.

B16.2 Subject to clause B16.1, if the proposed suspension is for six months or less, the Administering Organisation may, at its discretion, approve the suspension. The Administering Organisation must notify the ARC of the suspension within three months of it being approved.

B16.3 Subject to clause B16.2, a suspension of more than six months of a PDRA position without the written approval of the ARC will be a breach of this Agreement and may result in the immediate termination of, and/or recovery of funding for, the particular PDRA position.

B17. **Change of PDRAs**

B17.1 If a PDRA is no longer able to continue in the position, a new PDRA may be selected by the Administering Organisation provided that the researcher meets the eligibility criteria as specified in the Funding Rules. The Administering Organisation must then notify the ARC of the change in writing within three months of the approved change. The unspent PDRA Funding provided for the initial PDRA may be used for the replacement PDRA. 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 monies provided by the Commonwealth and the amount required for the replacement PDRA. The PDRA component must finish on the completion date of the Project.

B18. **Reporting of Relinquished PDRAs**

B18.1 If a PDRA, at any time, relinquishes their position, the Administering Organisation must advise the ARC as soon as possible through submission of a Variation of Funding Agreement.

B19. **Infrastructure for PDRAs**

B19.1 The Administering Organisation must provide PDRAs with the same access to infrastructure as applies to academic staff at the same level within the Administering Organisation and afford them equal status with similar staff for the provision of accommodation, access to necessary laboratory and workshop facilities, adequate time on the Administering Organisation’s computer and other equipment, stationery, photocopying and typing services. The Administering Organisation is also required to provide reasonable time on major equipment necessary for the conduct of the PDRA’s research Project.
B20. **Conflict of Interest for PDRAs**

B20.1 A PDRA’s involvement in the Project must not generate or represent a significant Conflict of Interest. The PDRA shall inform the Administering Organisation if such a conflict arises or exists and must:

(a) describe the nature of the Conflict of Interest; and
(b) how it will be managed throughout the life of the Project.

B21. **Completion date of PDRA**

B21.1 The completion date of all PDRA components on the Project will be the same as the completion date of the Project. PDRA components will not be entitled to an extension to their completion date.

B22. **Funding for PGR elements**

B22.1 The ARC may provide Funding for up to two PGRs on the basis that the student(s) undertakes full-time study. If a Project has a PGR element, the number of the PGRs funded, and the Funding payable for each PGR, appears in Schedule A.

B22.2 Funding for PGRs will be provided for four consecutive years only. For a successful PGR request, the Commonwealth will pay the Administering Organisation an amount equal to the PGR stipend as specified in clause B3.1. The ARC will not provide Funding for relocation or thesis expenses for a PGR. These expenses must be met by the Administering Organisation.

B22.3 Additional approved requests for other Higher Degree by Research students who are funded out of Project Funds are not considered to be PGRs and are not covered by the employment conditions in this agreement and are therefore not eligible to access the entitlements set out in clause B26.

B23. **Selection of PGRs**

B23.1 The Administering Organisation must appoint a PGR on merit. To be eligible to receive Higher Degree by Research funding, a student must:

(a) be enrolled in a full-time Higher Degree by Research (HDR) course at an Eligible Organisation;
(b) have an appropriate Honours 1 or high 2A (or equivalent) undergraduate degree;
(c) not be receiving similar funding or stipend from another Commonwealth program;
(d) not have completed a degree at the same level or at a higher level in the same field of endeavour; and
(e) not previously held an Australian Postgraduate Award (APA) or Australian Postgraduate Award Industry (APAI) unless it was terminated within the first six months of the earlier award.

B23.2 The Administering Organisation may relax B23.1(b) above if a candidate has developed considerable research expertise in industry, e.g. graduates with some years of relevant work experience such as research personnel from industry who wish to upgrade their research skills.

B23.3 The Administering Organisation may approve a reduction in the period of the HDR course to take account of study previously undertaken towards the PGR’s degree. If the period is reduced, the ARC Funding for the PGR will be reduced commensurate with the reduction in the period. Reduction of ARC Funding should be advised to the ARC by the
Administering Organisation through the submission of a *Variation of Funding Agreement*.

**B24. Commencement of PGRs**

**B24.1** All students who are commencing a HDR course and have been awarded a PGR must be given priority when Administering Organisations allocate places under the Research Training Scheme (RTS). This ensures that, where possible, PGR holders will be granted a Higher Education Contribution Scheme (HECS) exemption for the tenure of their award.

**B24.2** If an Administering Organisation is unable to support a PGR, for example, due to insufficient places being available or where the Administering Organisation does not participate in the RTS, the PGR holder may be enrolled in a fee-paying course for which, where possible, it would be expected that the tuition fees would be waived by the Administering Organisation.

**B24.3** Unless otherwise approved by the ARC in writing, PGRs must commence work on their Higher Degree by Research in accordance with clauses B5 and B6 of this Agreement.

**B24.4** The Administering Organisation must advise the ARC in writing, within three months of awarding, the name and commencement date of each PGR funded under this Project. If a PGR has not been appointed after two years from the Project commencement date for a year 1 commencing position or three years from the Project commencement date for a year 2 commencing position the funds allocated to the component may be recovered. Only in exceptional circumstances will unspent PGR funds be converted to Project Funding. Any conversion must be requested through submitting a *Variation of Funding Agreement*.

**B25. Use of the Funding - Provision of stipend for PGRs**

**B25.1** The Administering Organisation shall pay to each PGR an amount equivalent to the applicable amount set out in clause B3.1.

**B25.2** A PGR may receive funding for a maximum period of four years for a Higher Degree by Research. The ARC will not provide additional funding to cover any extension to the study period of the award.

**B25.3** Subject to any reduction in the period of the HDR course as provided for in item B23.3 above, the Administering Organisation must provide each full-time PGR with at least the annual indexed stipend from the Funding. This does not preclude the Administering Organisation from supplementing the stipend from other sources. If the period of the HDR course has been reduced under Item B23.3 the annual indexed stipend is to be reduced proportionately. Reduction of ARC Funding should be advised to the ARC by the Administering Organisation through the submission of a *Variation of Funding Agreement*.

**B26. Employment, Leave and Other Conditions relating to PGRs**

**B26.1** The Administering Organisation must ensure that PGRs do not engage in any paid employment which contravenes the rules of the Administering Organisation.

**B26.2** The Administering Organisation may provide a PGR with sick, recreation and maternity leave in accordance with the usual practice of the Administering Organisation for students on similar awards. The Commonwealth will not provide additional funds to cover accrued leave proposed to be taken after the PGR period has expired or terminated. PGRs should therefore take recreation leave or other leave during the period of the PGR tenure.
B26.3 The Administering Organisation may approve a part-time award where the PGR is able to demonstrate heavy care commitments or a medical condition precluding full-time study, including:

(a) care responsibilities for a pre-school child;
(b) care responsibilities for school-aged children as a sole parent with limited access to outside support;
(c) care responsibilities for an invalid or disabled spouse, child or parent; or
(d) a medical condition which limits the capacity to undertake full-time study.

B26.4 However, part-time awards are not available to candidates seeking to undertake paid employment on a full-time or on a substantial part-time basis. Substantial part-time work is regarded as being more than the Administering Organisation would permit its full-time award holders to undertake without interfering with their study programs.

B26.5 The Administering Organisation will subject part-time PGRs to the same restrictions on employment as full-time PGRs.

B26.6 The Administering Organisation shall advise the ARC of any approvals of part-time PGRs in writing within three months of approved change.

B26.7 PGRs approved to study part-time may revert to full-time study at any time. The Administering Organisation must notify the ARC within three months of the change in writing.

B26.8 A part-time PGR is expected to progress at half the rate of a full-time award holder and the Administering Organisation must pay them one half the normal full-time stipend. The maximum time available for the completion of the PGR component of an Australian Laureate Fellowship is eight years.

B26.9 Subject to items B26.1 and B26.2 the Administering Organisation may seek prior approval from the ARC via a Variation of Funding Agreement for a PGR to undertake overseas research for up to 18 months, provided the overseas research will be credited to the relevant PGR’s course of study and suitable supervisory and infrastructure arrangements are in place.

B26.10 The Administering Organisation must ensure the PGRs have access to periods of up to 14 weeks paid maternity leave where such leave is taken during the course of the Australian Laureate Fellowship. The ARC will provide up to 14 weeks funding for this purpose and the PGR will be extended for a period equivalent to the duration of the paid maternity leave. The funding for this purpose is to be claimed by the Administering Organisation through submission of a Variation of Funding Agreement.

B26.11 The Administering Organisation must ensure that PGRs are entitled to take up to two weeks paid partner/parental leave at the time of birth or adoption to the parent who is not identified as the primary caregiver during the course of the Australian Laureate Fellowship. The ARC will provide periods of up to two weeks funding for this purpose and the PGR will be extended for a period equivalent to the duration of the paid partner/parental leave. The funding for this purpose is to be claimed by the Administering Organisation through submission of a Variation of Funding Agreement.

B26.12 Other than in the circumstances provided for in items B26.10 and B26.11 above, 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.
**B27. Suspension of a PGR**

B27.1 A PGR may apply to the Administering Organisation for a suspension of their award to enable them to gain work experience in industry or, in exceptional circumstances, for compassionate reasons.

B27.2 If a proposed suspension is to commence after the first six months of the Project and is not proposed to be longer than twelve months, the Administering Organisation may, at its discretion approve the suspension. The Administering Organisation shall advise the ARC of any approvals within three months in writing.

B27.3 If the proposed suspension is to commence within the first six months of the Project or is to be of more than twelve months duration, the Responsible Officer must apply to the ARC for approval of the suspension through submission of a *Variation of Funding Agreement*.

B27.4 Suspensions of PGRs for purposes other than those specified in item B27.1, or which are for a period of over twelve months duration, or which commences within the first six months of the Project, without the written approval of the ARC will be a breach of this Agreement and may result in the immediate termination of, and/or recovery of Funding for, the particular PGR element.

**B28. Change of PGRs**

B28.1 If a PGR is no longer able to continue in the position within the first two years of the Project’s commencement date, a new PGR may be selected by the Administering Organisation provided that the student meets the eligibility criteria as specified in this Agreement. The Administering Organisation must then notify the ARC of the change in writing within three months of the approved change. The unspent PGR element Funding provided for the initial PGR may be used for the replacement PGR. The ARC will not, however, supplement the Funds to cover any stipend funding in excess of that originally provided for the Project. The Administering Organisation will be responsible for any shortfall between the amount of monies provided by the Commonwealth and the amount required for the replacement PGR to complete their degree.

B28.2 The Administering Organisation must notify the ARC in writing as soon as possible of any changes to the type or duration of degree being undertaken by a PGR which will affect the amount or duration of Commonwealth funding. Failure to do so may result in the termination of the PGR component.

B28.3 If a PGR is no longer able to continue in the position beyond the first two years of the Project’s commencement date, only in exceptional circumstances will the ARC approve the appointment of a replacement PGR. The Administering Organisation must seek ARC permission through submission of a *Variation of Funding Agreement*. If the ARC does not approve, or the Administering Organisation does not wish to appoint a replacement PGR, all unspent funds will be recovered by the ARC.

**B29. Reporting of Relinquished PGRs**

B29.1 If a PGR relinquishes their award, the Administering Organisation must advise the ARC as soon as possible, through submission of a *Variation of Funding Agreement*. 
B30. **Infrastructure for PGRs**

B30.1 The Administering Organisation must provide PGRs with the same access to infrastructure as applies to other research students within the Administering Organisation and afford them equal status with similar research students for the provision of accommodation, access to necessary laboratory and workshop facilities, adequate time on the Administering Organisation’s computer and other equipment, stationery, photocopying and typing services. The Administering Organisation is also required to provide reasonable time on major equipment necessary for the conduct of the PGR’s research degree.

B31. **Conflict of Interest for PGRs**

B31.1 A PGR’s involvement in the Project must not generate or represent a significant Conflict of Interest. The PGR shall inform the Administering Organisation if such a conflict arises or exists and must:

(a) describe the nature of the Conflict of Interest; and
(b) how it will be managed throughout the life of the Project.
Part C - Scheme-specific terms for Discovery Projects for funding commencing in 2016

C1. Use of the Funding: Provision of Salaries, Salary support, Relief for Teaching and for Other Duties

C1.1 The Funding specified for Discovery Projects in Schedule A must not be used to provide salary support for CIs or PIs.

C1.2 Funding may be used for the payment of a PI’s costs incurred because of her/his involvement in the Project, where such visits and costings were outlined in the Proposal and as a Special Condition were not prohibited.

C1.3 If expenditure is incurred as allowed for in clause C1.2 above, the Administering Organisation must ensure that expenditure is in accordance with the broad structure of the ‘Project Description’ and ‘Project Cost’ detailed in the Proposal, or any revised Project budget, aims and research plan submitted by the Administering Organisation which are approved by the ARC.

C1.4 Funding may be used by the Administering Organisation to fund the relief of Specified Personnel from teaching or other duties, where provision for such was included in the Proposal. The ARC’s Funding contribution is limited to a maximum total of $40,000 per annum, over the duration of the Project.

C2. Discovery International Award

C2.1 DIA Funding may be used for up to two CIs and/or PIs as specified in Schedule A. DIA Funding may be used for travel on international return economy class airfares, reasonable local travel, a living allowance and consumables, as specified as a Special Condition for a Project in Schedule A. Such Funding may not be used for any other purpose, unless written approval is received from the ARC.

C2.2 If an DIA is approved for a Proposal as specified as a Special Condition for a Project in Schedule A, the funding contribution is limited to two researchers (either CIs or PIs) per Project.

C3. Multi-Institutional Agreements

C3.1 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 Eligible Organisation in accordance with this clause C3.

C3.2 A written agreement must be entered into with each Other Eligible Organisation within 30 days of commencement of the Project and must include provisions that:

(a) outline the role and contribution, if any, of the Other Eligible Organisation;
(b) outline contributions and research undertaken by any other organisations involved on the Project;
(c) 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; and
(d) do not impede or prevent the Administering Organisation from complying with any of its obligations under this Agreement.

C3.3 The Administering Organisation will retain the written agreement, and make it available to the ARC if required.
C4. **Commencement of the Project**

C4.1 Subject to clause C5, the Project, must commence by no later than 30 June 2016, unless the commencement has been deferred to a later date approved by the ARC.

C5. **Deferment of Commencement of the Project**

C5.1 If the Administering Organisation wishes to defer commencement of a Project beyond 30 June 2016, a written request justifying the requested deferral in terms of special circumstances must be made to the ARC, through the Administering Organisation’s Research Office, by submitting a *Variation of Funding Agreement* request prior to 30 June 2016.

C5.2 Other than in exceptional circumstances, the ARC will not approve the commencement of a Project beyond 30 September 2016. The ARC may recover Funding for any Project which has not commenced by 30 September 2016.

C6. **Suspension of a Project**

C6.1 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 twelve 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.

C6.2 If a proposed suspension is to commence after the first twelve 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 approvals within three months in writing, as well as detailing the suspension in its next Progress Report or Final Report.

C6.3 If the proposed suspension is to commence within the first twelve months of the Project or is for more than six months, the Responsible Officer must submit a *Variation of Funding Agreement* request to the ARC 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.

C6.4 Subject to clause C6, suspensions without written approval will be a breach of this Agreement and may result in the immediate termination of the Project.

C7. **Change of Specified Personnel**

C7.1 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) there is at least one original CI working on the Project;

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

(c) all replacement CIs or PIs must have research expertise which is commensurate with the standard of the original research team which was awarded the Project;
(d) Approval is sought from the ARC for the change in Specified Personnel:
  i. by submitting a Variation of Funding Agreement request to the ARC; and
  ii. within three months of the date that the Specified Personnel cease working on the Project;
(e) Any replacement CIs or PIs (‘New Personnel’) proposed for a Project will require the Administering Organisation to obtain certifications from the New Personnel and their employers that are equivalent to the certifications for other Specified Personnel on the Project; and
(f) the change in Specified Personnel is approved, in writing, by the ARC.

C7.2 If a CI is the only CI on a Project, and her/his involvement with the Project is to cease, Funding for the Project will be terminated.

C7.3 If the Project Leader’s involvement with the Project is to cease, another Investigator who was an original CI on the Proposal may become the Project Leader if approved by the ARC.

C8. Relinquishment of a Project
C8.1 If, at any time during the Funding 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.

C8.2 The Administering Organisation shall immediately advise the ARC of the relinquishment of the Project by means of submitting a Variation of Funding Agreement request to the ARC. The End of Year Report must also contain details regarding any Projects that have been relinquished.
Part D - Scheme-specific terms for *Discovery Early Career Researcher Award* for funding commencing in 2016

D1. **Use of the Funding: Provision of Salaries, Salary support, Relief for Teaching and for Other Duties**

D1.1 The Administering Organisation must provide salary funding to each DECRA Recipient named in Schedule A, at the notional level of the DECRA salary as listed in clause D2 (or as otherwise varied by the ARC). A DECRA Recipient’s salary may be used for other purposes to support the Project in exceptional circumstances with the approval of the ARC via a *Variation of Funding Agreement* without extension to the life of the Project. This may include teaching relief for personnel covering the absence of the DECRA Recipient.

D2. **Discovery Early Career Researcher Award salary support**

D2.1 The figures in the table below are based on the 2015 levels of funding and will be subject to variation (for example, due to annual indexation). Updated levels will be available on the ARC website at [www.arc.gov.au/applicants/salaries.htm](http://www.arc.gov.au/applicants/salaries.htm).

<table>
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<tr>
<th>DECRA Funding</th>
<th>Salary</th>
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<th>Total</th>
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<td>DECRA (1.0 FTE)</td>
<td>$75,160</td>
<td>$21,046</td>
<td>$96,206</td>
</tr>
</tbody>
</table>

D3. **Conditions of Employment of DECRA Recipients**

D3.1 DECRA Recipients are funded for up to three years full-time, subject to Parliamentary appropriations and the receipt of satisfactory Progress Reports as required by clause A26.3.

D3.2 DECRA Recipients must hold an appointment, appropriate to support the DECRA, at the Administering Organisation for the duration of the Award; this excludes honorary, adjunct or equivalent appointments.

D3.3 A DECRA Recipient who is not an Australian citizen must obtain a legal right to work and reside in Australia for the duration of the Award.

D3.4 The DECRA Recipient is expected to spend a minimum of 20 per cent of her/his time on activities at the Administering Organisation.

D3.5 The DECRA Recipient is expected to spend a minimum of 80 per cent of her/his time on research activities related to the proposed DECRA.

D3.6 The DECRA Recipient may not engage in other professional employment for the duration of the DECRA without prior approval from the ARC under subsection D7.2.6 of the Funding Rules.

D3.7 The DECRA may be awarded on a full-time or part-time basis. The DECRA may be converted to (or from) part-time at any time to enable the DECRA Recipient to continue to fulfill family and/or carer responsibilities, provided that the DECRA does not exceed six years from the date of commencement (excluding any approved periods of suspension and/or maternity and/or partner/parental leave). A DECRA does not have a minimum full-time equivalent (FTE) for ARC purposes, but the FTE of the DECRA Recipient for ARC purposes must match that of the DECRA Recipient’s employment contract. The Administering Organisation and not the ARC is to manage changes to the DECRA Recipient’s working hours. The Administering Organisation will notify the ARC of any changes to working hours in writing.
D3.8 The Administering Organisation must ensure that, during the DECRA period, a DECRA Recipient shall be entitled to leave of absence for recreation at the rate of four weeks per annum, to be taken at any time during the DECRA period by arrangement between the DECRA Recipient and the Administering Organisation. However, the Commonwealth will not provide additional funds to cover accrued leave proposed to be taken after the DECRA period has expired or has been terminated. If a DECRA Recipient’s salary entitlements for recreation leave accrued during the DECRA are to be funded from the Funding, the DECRA Recipient must take her/his recreation leave during the period of the DECRA.

D3.9 The Administering Organisation must ensure a DECRA recipient has access to periods of up to 14 weeks paid maternity leave where such leave is taken during the course of the Award. The ARC will provide up to 14 weeks additional funding per period for this purpose, and the DECRA period will be extended for a period equivalent to the duration of paid maternity leave. The funding for this purpose is to be claimed by the Administering Organisation through submission of a *Variation of Funding Agreement*.

D3.10 The Administering Organisation must ensure that a DECRA Recipient is entitled to take up to two weeks paid partner/parental leave at the time of birth or adoption to the partner/parent who is not identified as the primary caregiver during the course of the DECRA. The ARC will provide up to two weeks additional funding for this purpose per period, and the DECRA period will be extended for a period equivalent to the duration of the paid partner/parental leave. The funding for this purpose is to be claimed by the Administering Organisation through submission of a *Variation of Funding Agreement*.

D3.11 A DECRA Recipient must not spend more than one third of the duration of the Award outside Australia or engaged in international travel, except where ARC approval has been granted.

D3.12 The DECRA Recipient may spend up to 0.2 FTE of her/his time annually on teaching activities. The DECRA will not be extended to accommodate any periods of teaching. Supervision of honours or postgraduate students is not included in this limit.

D4. **Commencement of the Project**
D4.1 Subject to clause D5, the Project must commence by no later than 30 June 2016, unless the commencement has been deferred to a later date approved by the ARC.

D5. **Deferment of Commencement of the Project**
D5.1 If the Administering Organisation wishes to defer commencement of a Project beyond 30 June 2016, a written request justifying the requested deferral in terms of special circumstances must be made to the ARC, through the Administering Organisation’s Research Office, by submitting a *Variation of Funding Agreement* request prior to 30 June 2016.

D5.2 Other than in exceptional circumstances, the ARC will not approve the commencement of a Project beyond 30 September 2016. The ARC may recover Funding for any Project which has not commenced by 30 September 2016.

D6. **Suspension of a Project**
D6.1 The request for a suspension of a Project will be considered only if the circumstances are exceptional. DECRA Recipients wishing to suspend must apply through the Administering Organisation’s Research Office, by submitting a *Variation of Funding Agreement* request, to the ARC seeking the ARC’s written approval to suspend the Project.
D6.2 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.

D7. Relinquishment of a Project

D7.1 A DECRA cannot be transferred to another person. If, at any time during the term of the Project, a DECRA Recipient relinquishes, or is no longer able to continue her/his Project, Funding for the Project will be terminated. In such cases, any unspent Funding for the Project will be recovered by the ARC.

D7.2 The Administering Organisation must require DECRA Recipients to give notice of one month to the Administering Organisation if they intend to relinquish the DECRA. The Administering Organisation shall immediately advise the ARC of the relinquishment of the Project by means of submitting a Variation of Funding Agreement request to the ARC. The End of Year Report must also contain details regarding any DECRA Recipient(s) that have relinquished their Project.
Part E - Scheme-specific terms for *Discovery Indigenous* for funding commencing in 2016

E1. Use of the Funding: Provision of Salaries, Salary support, Relief for Teaching and for Other Duties

E1.1 The Funding specified for *Discovery Indigenous* Projects in Schedule A must not be used to provide salary support for CIs (excluding DAATSIA recipients) or PIs.

E1.2 Funding may be used by the Administering Organisation to fund the relief of Specified Personnel (except for DAATSIA Recipients) from teaching or other duties, where provision for such was included in the Proposal. The ARC’s Funding contribution is limited to a maximum total of $40,000 per annum, per Project, over the duration of the Project.

E1.3 A DAATSIA Recipient’s salary may be used for other purposes to support the Project in exceptional circumstances with the approval of the ARC via a *Variation of Funding Agreement* without extension to the life of the Project.

E2. Discovery Aboriginal and Torres Strait Islander Award for funding commencing in 2016

E2.1 The figures in the table below are based on the 2015 levels of funding and will be subject to variation (for example, due to annual indexation). Updated levels will be available on the ARC website at [www.arc.gov.au/applicants/salaries.htm](http://www.arc.gov.au/applicants/salaries.htm).

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<thead>
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E3. Multi-Institutional Agreements

E3.1 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 Eligible Organisation in accordance with clause E3.2.

E3.2 A written agreement must be entered into with each Other Eligible Organisation within 30 days of commencement of the Project and must include provisions that:

(a) outline the role and contribution, if any, of the Other Eligible Organisation;

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

(c) 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*; and

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

E3.3 The Administering Organisation will retain the written agreement, and make it available to the ARC if required.
E4. Commencement of the Project
E4.1 Subject to clause E5, the Project, must commence by no later than 30 June 2016, unless the commencement has been deferred to a later date approved by the ARC.

E5. Deferment of Commencement of the Project
E5.1 If the Administering Organisation wishes to defer commencement of a Project beyond 30 June 2016, a written request justifying the requested deferral in terms of special circumstances must be made to the ARC, through the Administering Organisation’s Research Office, by submitting a Variation of Funding Agreement request prior to 30 June 2016.
E5.2 Other than in exceptional circumstances, the ARC will not approve the commencement of a Project beyond 30 September 2016. The ARC may recover Funding for any Project which has not commenced by 30 September 2016.

E6. Suspension of a Project
E6.1 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 twelve 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.
E6.2 If a proposed suspension is to commence after the first twelve 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 approvals within three months in writing, as well as detailing the suspension in its next Progress Report or Final Report.
E6.3 If the proposed suspension is to commence within the first twelve months of the Project or is for more than six months, the Responsible Officer must submit a Variation of Funding Agreement request to the ARC to seek the ARC’s approval to suspend the Project. The ARC will approve such suspensions only in exceptional circumstances. 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.
E6.4 Subject to clause E6, suspensions without written approval of the ARC will be a breach of this Agreement and may result in the immediate termination of the Project.

E7. Change of Specified Personnel
E7.1 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) there is at least one original CI working on the Project;
(b) all replacement CIs or PIs meet the eligibility criteria, as specified in the Funding Rules for the particular role they are to perform, for the periods for which they are to perform that role;
(c) all replacement CIs or PIs must have research expertise which is commensurate with the standard of the original research team which was awarded the Project;
approval is sought from the ARC for the change in Specified Personnel:

i. by submitting a Variation of Funding Agreement request to the ARC; and

ii. within three months of the date that the Specified Personnel cease working on the Project;

(c) If replacement CIs or PIs (‘New Personnel’) are proposed for a Project, the Administering Organisation must obtain certifications from the New Personnel and their employers which have similar effect to those required to be obtained for the other Specified Personnel on the Project; and

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

E7.2 If a CI is the only CI on a Project, and her/his involvement with the Project is to cease, Funding for the Project will be terminated.

E7.3 If the Project Leader’s involvement with the Project is to cease, another Investigator who was an original CI on the Proposal may become the Project Leader if approved by the ARC.

E8. Conduct of Elements of Projects: Discovery Aboriginal and Torres Strait Islander Award

E8.1 Subject to clause E5, the DAATSIA must commence at the same time as the Project, by no later than 30 June 2016, unless the commencement has been deferred to a later date approved by the ARC.

E8.2 The Administering Organisation must provide salary funding to each DAATSIA Recipient named in Schedule A, at the notional level of the DAATSIA salary as listed in clause E2 (or as otherwise varied by the ARC).

E8.3 The Administering Organisation must ensure that the DAATSIA candidate listed in Schedule A has access to basic facilities (including, but not limited to, those items specified in the Funding Rules) during their time at the Host Organisation(s).
IN WITNESS WHEREOF the parties have agreed to this Agreement on the date first above written.

SIGNED for and on behalf of
THE COMMONWEALTH OF AUSTRALIA

by  ..................................................……………………………………………..
insert name of signatory above  signatory to sign above

the  ..................................................……………………………………………..
insert signatory’s title above  of the Australian Research Council

In the Presence of:

..............................................................……………………………………..
insert name of witness above  witness to sign above

SIGNED for and on behalf of
<<Administering Organisation>>

by  ..................................................……………………………………………..
insert name of signatory above  signatory to sign above

the  ..................................................……………………………………………..
insert signatory’s title above  of the said Administering Organisation
who, by signing, certifies that he/she has the authority so to sign

In the Presence of:

..............................................................……………………………………..
insert name of witness above  witness to sign above
SCHEDULE A

Details of *Australian Laureate Fellowships* Projects to receive Funding from the Commonwealth
Details of *Discovery Projects* to receive Funding from the Commonwealth
Details of *Discovery Early Career Researcher Award* Projects to receive Funding from the Commonwealth
Details of *Discovery Indigenous* Projects to receive Funding from the Commonwealth