Funding Agreement

between the

Commonwealth of Australia
as represented by the
Australian Research Council

and

<<Administering Organisation>>

regarding funding for

Special Research Initiative in Type 1 Juvenile Diabetes

to commence in

2014
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Parties & Recitals

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

between the

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

and

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

WHEREAS:

A. The Commonwealth through the ARC operates the Linkage Program (‘the Scheme’);
B. The Commonwealth accepts that the Administering Organisation is an eligible body for
the purposes of the Scheme, and the Commonwealth may provide financial assistance to
support the Administering Organisation to conduct the Project 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:

1. 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

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.

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


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.

Department means the Commonwealth Department of Education.

Eligible Organisation means an organisation listed at B6.1 of the Funding Rules.

End of Year Report means the report described in clause 27.3.

Final Report means the report described in clause 27.10.

FTE means full-time equivalent.

Funding or Funds means the amount or amounts payable under this Agreement for the 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 Linkage Program for 2014 – Special Research Initiatives and Learned Academies Special Projects.

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

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.

Key Performance Indicators means a set of quantifiable measures that the Project uses to monitor and report on progress of research outcomes as outlined at clause 27.2.

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.

Personnel means those persons involved in the conduct of the 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 27.7.

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 on the Proposal, or such other person otherwise approved by the Minister and includes any replacement person approved by the ARC in accordance with clause 13.

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) named in Schedule A to perform the Project or as otherwise approved by the ARC.

UA means Universities Australia.
2. Interpretation

2.1 In this agreement, unless the contrary intention appears:
   (a) words in the singular number include the plural and words in the plural number include the singular;
   (b) words importing a gender include any other gender;
   (c) words importing persons include a partnership and a body whether corporate or otherwise;
   (d) clause headings, words capitalised or in bold or italic format and notes in square brackets (‘[ ]’) are inserted for convenience only, and have no effect in limiting or extending the language of provisions, except for the purpose of rectifying any erroneous cross-reference;
   (e) all references to clauses are to clauses in this Agreement and all references to a schedule refer to a schedule 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.

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

3. Entire Agreement and Variation

3.1 This Agreement, including Schedules, the Proposal for the 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.

3.2 Notwithstanding clause 3.1, the ARC may at any time impose other requirements or conditions in connection with any Funding covered by this Agreement as provided for under the ARC Act. The Administering Organisation must as soon as possible or as otherwise agreed 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.

3.3 If any part of this Agreement conflicts with any other part, that part higher in the following list shall take precedence:
   (a) the terms and conditions contained in the clauses of the Agreement;
   (b) the Schedules;
   (c) the Funding Rules; and
3.4 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.

3.5 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 the Project to abide by the terms and conditions of this Agreement.

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

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

4.2 Subject to clauses 4.3 and 5.3 of this Agreement, the period of Funding is the Funding Period unless the Funding is terminated earlier in accordance with this Agreement.

4.3 The Funding Period for the Project including any element 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 the Project, including awards or granted financial assistance under such a determination.

5. **Payment of Funding**

5.1 Subject to the provisions of the ARC Act, the terms of this Agreement and sufficient program funding being available for the Scheme, the Commonwealth shall pay the Funds to the Administering Organisation for the Project in annual lump sum payments in accordance with Schedule A.

5.2 All Funding for the Project is subject to the following conditions:

(a) that the Project commence in accordance with clause 10.1;

(b) That the Project Leader listed in Schedule A (or any replacement person approved by the ARC under clause 13) leads and coordinate the Project at all times 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 the Project substantially in accordance with the ‘Project Cost’ detailed in the Proposal for the 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 all reports required on time under this Agreement, in the form and with content satisfactory to the ARC, including Key Performance Indicators;

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

(h) that the Specified Personnel listed in Schedule A (or any replacement person or persons approved by the ARC under clause 13), at all times during their participation in the 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;

(i) that the Administering Organisation is advised in a timely manner of any and all Conflicts of Interest of parties involved in the Project which may have the potential to influence or appear to influence the research and/or activities related to the Project;

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

(k) that there is no duplication of Commonwealth funding for the research and/or activities funded for the Project under this Agreement; that the ARC is notified in writing in a timely manner if any Specified Personnel is not able to undertake the Project, or to continue to undertake the Project, and that any change in Specified Personnel is approved in accordance with clause 13;

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

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

5.3 If the Administering Organisation does not meet any one or more of the conditions listed in clause 5.2 in respect of the Project, the Commonwealth may, by notice in writing, do any or all of the following:

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

(b) recover all or some of the Funds paid under this Agreement for the 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 the Project.

5.4 The Administering Organisation must pay to the Commonwealth the amount specified in any notice received under clause 5.3, within 30 days of the date of that notice, except that if in that notice, the Commonwealth seeks to recover any Funds that have been spent by the Administering Organisation, the Administering Organisation must repay the amount specified in the notice within 90 days of the date of that notice.

5.5 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.

5.6 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 A New Tax System (Goods and Services Tax) Act 1999.
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.

Where the Commonwealth exercises its right under clause 5.3 or 5.7 above, it shall inform the Administering Organisation in writing of the variation within 30 days of that variation having been made.

6. **Accuracy of Information**

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

6.2 If the Commonwealth considers that a Proposal for the 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 the Project;
(b) recover all or some of the Funds paid under this Agreement for the 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 the Project.

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

7.1 The Administering Organisation will ensure that the Project is carried out in accordance with this Agreement in a diligent and competent manner. In addition, the 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.

7.2 The Administering Organisation must ensure that expenditure on the 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.

7.3 The Administering Organisation must not use the Funding:

(a) for purposes specifically excluded in the Funding Rules;
(b) for items excluded as a Special Condition in Schedule A; or
(c) for purposes specifically excluded in this Agreement.

7.4 The Administering Organisation must ensure that the Specified Personnel listed in Schedule A (or any replacement person(s) approved by the ARC under clause 13) have adequate time and capacity to carry out the Project.

7.5 Unless otherwise approved by the ARC, the Funding must not be used to fund any research and/or activities for which other financial assistance from the Commonwealth has been, is being, or is intended to be provided.
7.6 Unless otherwise approved by the ARC, the Administering Organisation must provide the resources to undertake the Project as specified in the Proposal.

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

7.8 If any other Commonwealth Funding is approved for any research and/or activity which is similar to research or activities being conducted for the Project, the ARC must be notified in writing 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.

8. **Use of the Funding: Provision of Salaries and for Other Duties**

8.1 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.

8.2 The Administering Organisation must ensure that a person who is studying full-time for a higher degree by research, a postgraduate degree or other postgraduate qualification shall not be employed on a Project for more than 20 hours per week.

8.3 In respect of 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 employing organisations; and
   (c) the on-costs provisions beyond the ARC contribution of 28 per cent remain the responsibility of the employing organisation, for example extended periods of leave, severance pay, and such like must not be provided from ARC funds.

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

8.5 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.

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

9.1 Any Project expenditure incurred by the Administering Organisation for the Project additional to the approved amount for the 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.

10. **Commencement of Project**

10.1 The Project commences on the date of execution of this Agreement.
11. **Multi-Institutional Agreements**

11.1 The Administering Organisation will provide all third party organisations with a copy of this Agreement within a reasonable time after the commencement of Funding, but the Administering Organisation may redact the Schedules from a copy of this Agreement to be given to a particular third party organisation.

11.2 The Administering Organisation may enter into a single agreement with multiple organisations or a single agreement with a single organisation as appropriate.

11.3 Any agreement(s) with third party organisations must satisfy all the requirements of this clause 11 at all times during the Funding Period for the Project.

11.4 Any agreement(s) entered into with third party organisations must include provisions which:

(a) outline the contributions, if any, and research undertaken by the third party organisations;
(b) describe the processes for the entry and exit of all third party organisations;
(c) are consistent with the details in the Proposal;
(d) confirm the participation of personnel;
(e) grant fair access to resources for personnel;
(f) describe the Intellectual Property arrangements that apply to the outcomes or results generated by the Project. Such arrangements must comply, where relevant, with the *National Principles of Intellectual Property Management for Publicly Funded Research*;
(g) confirm an undertaking by all third party organisations to not impede or prevent the Administering Organisation from complying with any of its obligations under this Agreement; and
(h) confirm an undertaking by all third party organisations to abide by the terms of this Agreement.

11.5 Evidence of agreement is to be maintained by the Administering Organisation and must be made available if requested by the ARC.

12. **Specified Personnel**

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

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

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

13. **Change of Specified Personnel**

13.1 If a Chief Investigator is at any time during the term of the Project no longer able to continue working on the Project, the Project may be continued provided that:

(a) there remains to be at least two (2) Chief Investigators from the Administering Organisation, where one (1) will be the Project Leader, at least one (1) Chief Investigator from the Eligible Organisation;
(b) any replacement Chief Investigator meets 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) any replacement Chief Investigator must have the relevant expertise which is commensurate with the standard of the original research team which was awarded the Project;
(d) approval is sought from the ARC for the change in Specified Personnel:
   i. in writing (including a copy of the proposed replacement person’s curriculum vitae and, where appropriate for the role they are to undertake, their research opportunity and performance evidence details); and
   ii. within three months of the date that the Specified Personnel cease working on the Project;
   iii. any replacement Chief Investigator (‘New Personnel’) proposed for the Project, will require the Administering Organisation to 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
   iv. the change is approved, in writing, by the ARC.

14. Relinquishment of Project

14.1 The relinquishment of the Project will be considered only if the circumstances are exceptional and all associated parties and Specified Personnel agree to the termination of the Project.

15. Negation of Employment by the Commonwealth

15.1 Specified Personnel 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.

15.2 Specified Personnel 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.

16. Conduct of Research

16.1 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.

16.2 The Administering Organisation must ensure that the Project under this Agreement will not proceed without appropriate ethical clearances from the relevant committees and/or authorities referred to in Schedule B or prescribed by the Administering Organisation’s research rules. Responsibility for ensuring such clearances have been obtained remains with the Administering Organisation.
16.3 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.

16.4 If the Administering Organisation or any Specified Personnel become aware of any such actual or potential Conflict of Interest relating to any party involved in the Project, the Administering Organisation must have established processes in place for managing the actual or potential Conflict of Interest for the duration of the Project. Such processes must comply with the ARC Conflict of Interest Policy and the Australian Code for the Responsible Conduct of Research Practice (2007, updated December 2013). If the Administering Organisation or any Specified Personnel has failed to disclose a Conflict of Interest, the Commonwealth may do any of the things provided for in clause 5.3.

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

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

17.2 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.

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

17.4 All Proposals and ARC-funded research Projects must comply with the ARC Open Access policy on the dissemination of research funding, 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. The ARC strongly encourages the depositing of data arising from the Project in an appropriate publicly accessible subject and/or institutional repository.

17.5 The Final Report must justify why any publications from the 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.

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

18. ARC Assessments
18.1 The Administering Organisation must ensure that, for the term of this Agreement, if requested by the ARC, CIs agrees to assess up to 20 new proposals for ARC funding per annum for each year of Funding.

18.2 If the ARC determines that a CI 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.

18.3 If a CI does not undertake assessment of the assigned proposals within a period specified by the ARC in the notice referred to in clause 18.2 above, the Administering Organisation will be considered to be in breach of this Agreement and Funding for the relevant Project may be terminated.

19. **Assets**

19.1 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.

19.2 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.

19.3 The Administering Organisation shall ensure that any 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.

19.4 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 or provided for in Schedule A; or

(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.

19.5 Subject to clause 19.4, after the expiration or termination of this Agreement the Administering Organisation retains ownership of all Assets purchased using the Funds.

20. **Intellectual Property**

20.1 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, whether generally or specifically directed towards Australia. The ARC makes no claim on the ownership of Intellectual Property brought into being as a result of the Project for which Funding is provided.

20.2 Unless otherwise approved by the ARC, the Administering Organisation’s Intellectual Property policy referred to in clause 20.1 must, where relevant, comply with the National Principles of Intellectual Property Management for Publicly Funded Research as amended from time to time.
20.3 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.

20.4 The indemnity referred to in clause 20.3 shall survive the expiration or termination of this Agreement.

21. Protection of Personal Information

21.1 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 (which is taken to be given where the transfer or allowing of access complies with the Australian Privacy Principles);

(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 – in the case of any person to whom the Administering Organisation discloses personal information – undertakes in writing, to observe the Information 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 on behalf of the Commonwealth pursuant to this Agreement is, on request by the ARC at the expiration or earlier termination of this Agreement, unless otherwise required by law 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.
21.2 If the Commonwealth or any other person on behalf of the Commonwealth provides or makes available to the Administering Organisation any personal information in connection with the performance of the Project or in connection with this Agreement, the ARC must:

(a) comply with, and ensure that it has complied with, the Privacy Act 1988 including the Australian Privacy Principles; and

(b) ensure that all relevant notifications have been provided and consents obtained to enable the Administering Organisation to collect, use and disclose the personal information for the purposes of this Agreement without breaching the Privacy Act 1988 or contacting the subjects of the personal information.

21.3 Each party must immediately notify the other party in writing if the first party becomes aware of a material breach of its obligations under clause 21.1 or 21.2.

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

22. Confidentiality

22.1 Subject to clause 22.2, the ARC agrees not to disclose any Confidential Information of the Administering Organisation, without the Administering Organisation’s consent.

22.2 The ARC will not be taken to have breached its obligations under clause 22.1 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 National Competitive Grants Program 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 22.

22.3 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.

23. Acknowledgments, Publications and Publicity

23.1 Subject to commercial sensitivities and Intellectual Property considerations, the outcomes of the Project is expected to be communicated to the research community and, where appropriate and possible, to the community at large.
23.2 When, at any time during or after completion of the 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 the 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.

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

24. Administration of the Funding

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

24.2 Records maintained under clause 24.1 must be retained by the Administering Organisation for the 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.

25. Audit and Monitoring

25.1 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.

25.2 The ARC may at any reasonable 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.

25.3 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.

26. Access to Premises and Records
26.1 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.

(b) reasonable assistance to:
   i. inspect the performance of the Project;
   ii. locate and inspect Material relevant to the 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.

26.2 The access rights in clause 26.1 are subject to:

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

26.3 If a matter is being investigated which, in the reasonable opinion of the ARC, or any person authorised in writing by the CEO, may involve an actual or apprehended breach of the law, clause 26.2 will not apply.

26.4 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.

26.5 Nothing in clauses 26.1 to 26.4 inclusive affects the obligation of each party to continue to perform its obligations under this Agreement unless otherwise agreed between them.

26.6 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.

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

27. Reporting Requirements

27.1 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.

27.2 Key Performance Indicators

(a) The Administering Organisation must submit Key Performance Indicators and targets for the Project for ARC approval by 31 August 2014.
The Key Performance Indicators for the Project must include targets for each year of funding against standard Key Performance Indicators as well as project specific Key Performance Indicators and targets for each year of funding. The ARC will provide the Administering Organisation with a form and instructions for this report.

The Administering Organisation must report against the agreed Key Performance Indicators annually in Progress Reports as outlined in clause 27.7.

27.3 End of Year Report

(a) The Administering Organisation must submit an End of Year Report by 31 March in the year following each full calendar year for which the Funding was awarded, in accordance with the instructions to be provided by the ARC each year. The first End of Year Report is due by March 2015. 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 under 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.

27.4 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 (approval not to be unreasonably withheld). 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.

27.5 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.

27.6 Funds may be carried over more than twelve months only in exceptional circumstances and subject to approval by the ARC (but that approval is not to be unreasonably withheld). Written justification must be provided in this instance.

27.7 Progress Report

(a) The Administering Organisation must submit a Progress Report by 31 March each year following each calendar year for which the Funding was awarded. The first Progress Report is due on 31 March 2015. A form for this report will be provided on the ARC website. The Progress Report will seek details regarding the following matters:
   i. the extent to which the objectives of the Scheme and the Proposal have been met;
   ii. summary of highlights, achievements in research and other outputs achieved resulting from the use of the Funds, including any advances in knowledge, relevant publications or international collaboration and any issues, including mitigation strategies;
   iii. measurement and account of performance against Key Performance Indicators as set out in clause 27.2;
   iv. a detailed activity plan for the next twelve months; and
v. all expenditure for the calendar year, including any transfer of specific Assets or Intellectual Property;

vi. funding and/or other resources provided by the Administering Organisation, Other Eligible Organisations, and any other sources of support; and

vii. any other matters which from time to time may be reasonably requested in writing by the ARC as matters which must be included in a Progress Report.

27.8 If the ARC, acting reasonably, is not satisfied with the progress of the 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.

27.9 Unsatisfactory progress on the Project may be noted against any further proposals under any ARC scheme submitted on behalf of the Project Leader and/or CIs and will be taken into account in the assessment of those proposals.

27.10 Final Report

(a) Unless otherwise approved by the ARC, the Administering Organisation must ensure that a Final Report is provided for the Project within twelve months of the final payment of Funds by the ARC for the Project or within twelve (12) 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 the Project have not been deposited in an open access institutional repository within twelve (12) 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 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, acting reasonably, 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 Project Leader and/or CIs and may be taken into account in the assessment of those proposals.

(e) Proposals submitted under any ARC scheme on behalf of any Project Leader and/or CIs on the Project for which the Final Report is outstanding may be deemed ineligible for approval of funding.

(f) This clause survives the expiration or earlier termination of this Agreement.

28. Australian Research Integrity Committee

28.1 The Administering Organisation must provide to the Australian Research Integrity Committee (ARIC) upon request, any documentation and information concerning allegations of its mishandling of internal reviews into alleged cases of research misconduct, and/or non-compliance with the Australian Code for the Responsible Conduct of Research (2007). ARIC may be contacted via a link on the ARC website (http://www.arc.gov.au/general/research_integrity.htm).
29. Copyright in Proposals and Reports

29.1 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 a permanent, irrevocable, royalty-free, non-exclusive licence to use and reproduce information contained in a Proposal or a report and publish it on a non-profit basis for any purpose related to:

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

29.2 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.

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

30. Recovery of Unspent Funds or Overpayments of Funds

30.1 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.

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

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

31. Indemnity

31.1 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.

31.2 The Administering Organisation’s liability to indemnify the Commonwealth under clause 31.1 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.

31.3 The indemnity referred to above shall survive the expiration or termination of this Agreement.
32. Insurance

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

33. Dispute Resolution

33.1 Any dispute or difference arising out of or in connection with this Agreement shall at first instance, be dealt with in accordance with the procedures outlined in this clause 33.

33.2 All parties (including third parties involved in the Project, but not direct signatories to this Agreement) shall attempt to resolve the dispute or difference in the following manner

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

(d) if:

i. there is no resolution of the dispute;

ii. there is 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.

33.3 This clause 33 does not apply to action that the Commonwealth takes, or purports to take, under clause 5, 30 or 34 or where a party commences legal proceedings for urgent interlocutory relief. (clause 5 relates to payment of funds, clause 30 relates to recovery of unspent Funds or overpayment of Funds, clause 34 relates to termination of the Agreement.)

33.4 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.

34. Termination of the Agreement

34.1 The ARC may immediately terminate Funding for the 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 reasonable opinion of the ARC, progress on the Project is materially inadequate;
(c) the ARC reasonably believes that it has received inaccurate, incomplete or misleading information in relation to the 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 3.2;
(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.

34.2 If the ARC terminates Funding for the Project under clause 34.1:
(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 5.3.

34.3 Any amount notified to the Administering Organisation as payable under clause 34.2(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, except that if, in that notice, the Commonwealth seeks to recover any Funds that have been spent by the Administering Organisation, the Administering Organisation must repay the amount specified in the notice within 90 days of the date of that notice.

34.4 Subject to clause 19.4, after the expiration or termination of this Agreement the Administering Organisation retains ownership of all Assets purchased using the Funds.

35. Compliance with Law

35.1 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.

35.2 The Administering Organisation acknowledges that:
(a) Part 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.

35.3 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.


35.5 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.

35.6 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.

36. Liaison

36.1 Researchers should direct all queries regarding ARC Funding to their Administering Organisation’s Research Office or equivalent 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:
37. **Applicable Law**

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

### Special Research Initiative for Funding Commencing in 2014

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<<Administering Organisation>>

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<th>Project Cost</th>
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Total funding for <<Administering Organisation>>

* Subject to Budget Appropriation and provisions of the ARC Act

Year of Initiative Review – 2016 Initials

Initials (<<Administering Organisation>>) ____________________ Date ____________

Initials (ARC) ____________________ Date _______
SCHEDULE B

Research special conditions

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

B.2 Research involving humans or other animals: Any Project conducted by the Administering Organisation including 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, Australian Research Council, 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.

B.3 Deposition of biological materials: Any biological material accumulated during the course of the 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.

B.4 Genetic manipulation: If the 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.

B.5 Ionising radiation: If the 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.

B.6 Social science data sets: Any digital data arising from the 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.
SCHEDULE C

Special Conditions for the Initiative

C.1 Personnel

(a) The Administering Organisation must appoint a person to be responsible for the day-to-day management of the Project. This person will have the title of Project Manager or Chief Operating Officer. This role is not to be filled by the Project Leader.

(b) Subject to A5.1.4 of the Funding Rules and clause 7.8 of this Agreement, personnel associated with the Project may apply for research funding, for projects not associated with the Initiative, from other sources including other ARC initiatives and schemes.

C.2 Governance

(a) The Program must implement appropriate governance structures to support strategic alliances and collaboration with researchers, contributors and stakeholders.

(b) Governance arrangements must be finalised within three months of execution of the Funding Agreement.

(c) The Project must have an expert advisory committee to provide advice and strategic focus on the research program(s) and provide independent oversight of the selection process for the research proposals.

(d) The terms of reference for the expert advisory committee must be approved by the ARC.

C.3 Selection Process

(a) Once the Funding Agreement has been executed, the Administering Organisation must run a competitive process for the majority of funding in selecting the research proposals that will from part of the network. Any targeted funding process must be agreed in advance with the ARC. The ARC expects to be involved in the selection process.

(b) Research proposals should be assessed and merit ranked using a transparent system of allocation against the selection criteria listed at B3.1 of the Funding Rules.

(c) Details of the selection process and outcomes must be made available on request to the ARC and the NHMRC for periodic audit purposes.

(d) An open selection round must be initiated and advertised within six months of commencement of funding.

C.4 Review

(a) During the year listed under the heading ‘Year for Initiative Review’ in Schedule A, the Initiative will undergo a rigorous and comprehensive external performance review undertaken by the Commonwealth.

(b) The review will evaluate the Initiative’s performance against the Initiative objectives outlined in the Funding Rules and the specific Initiative objectives set out in the Proposal, and the specific performance targets or milestones identified in the Proposal and in Schedule D of this Agreement. The operations, management and governance of the Initiative will also be evaluated.
(c) Continuation of Funding for the remaining years of the Funding Period will be dependent on the outcome of the review. The Initiative may be terminated following the review if, in the reasonable opinion of the Commonwealth, that Initiative is not performing or operating at the level expected of an ARC Special Research Initiative.

(d) An ad hoc review of the Initiative may be held at any time.
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

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

In the Presence of:

 ........................................................... ………….
insert name of witness above

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

by .......................................................... ………….
insert name of signatory 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

Funding Agreement for the Special Research Initiative in Type 1 Juvenile Diabetes for funding commencing in 2014