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

regarding funding for
Special Research Initiative for an Aboriginal
and Torres Strait Islander Researchers’
Network
to commence in
2012
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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 Special Research Initiative for an Aboriginal and Torres Strait Islander Researchers’ Network (‘the Initiative’);

B. The Commonwealth accepts that the Administering Organisation is an eligible body for the purposes of the Initiative, and the Commonwealth may provide financial assistance to support the Administering Organisation to conduct the Program 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 Initiative to the Administering Organisation for the purposes, and subject to the terms and conditions, set out in this Agreement.

IT IS HEREBY AGREED as follows:

1 **Definitions**

In this Agreement, unless the contrary intention appears:

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

Administering Organisation means an Eligible Organisation which submits a Proposal for funding under the Special Research Initiative for an Aboriginal and Torres Strait Islander Researchers’ Network and which will be responsible for the administration of the funding if a Proposal is approved for funding.

Annual Report means the report described in clause 29.2.

Approved Proposal means a Proposal that has been approved for Funding by the Minister in accordance with the ARC Act.

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

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

ARC website is http://www.arc.gov.au.
Asset includes personal, real or incorporeal property, but shall not include intellectual property.

Audited Financial Statement means the statement to be submitted by the Administering Organisation by 30 June each year in accordance with paragraph 58(1)(b) of the Act.

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 Act.

Chief Investigator or CI means a person named in Schedule A (and may include roles such as Network Director, Network Node Leader or Network Participant) for the Special Research Initiative for an Aboriginal and Torres Strait Islander Researchers’ Network, or as otherwise approved by the Minister and includes any replacement person or persons approved by the Minister in accordance with clause 15.

Collaborating Organisation means an Eligible Organisation which is listed in Schedule A as a contributor to the Program but is not the Administering Organisation.

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 Program.

Contributions means the cash and in-kind contribution for the Program provided by the Administering Organisation, Collaborating Organisations and Partner Organisations in respect of the Program.

Department means the Commonwealth Department of Industry, Innovation, Science, Research and Tertiary Education.

Eligible Organisation means an organisation which is eligible to apply for and receive funding under the Funding Rules.

End of Year Report means the report described in clause 29.3.

Final Report means the report described in clause 29.4.

Funding or Funds means the amount or amounts payable under this Agreement for the Program as specified in Schedule A.

Funding Agreement or Agreement means this document.

Funding Period means the approved period set out in Schedule A for the Program, or as otherwise approved in writing by the Minister.

Funding Rules means the Special Research Initiative for an Aboriginal and Torres Strait Islander Researchers’ Network Funding Rules for funding commencing in 2012.
GST has the meaning as given in clause 195-1 of the A New Tax System (Goods and Services Tax) Act 1999.

Initiative has the meaning given in Parties and Recitals.

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 knowhow 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 Act, or the Minister’s delegate.

NHMRC means the National Health and Medical Research Council.

Network Director means a person named in Schedule A with primary responsibility for the Program and is appointed to lead the Program as set out in Schedule B of the Funding Agreement.

Partner Investigator or PI means a researcher named in Schedule A who satisfies the eligibility criteria for a Partner Investigator under the Funding Rules, or as otherwise approved by the Minister and includes any replacement person or persons approved by the Minister in accordance with clause 15.

Partner Organisation means an organisation, other than an Eligible Organisation, named in Schedule A as a contributor to the Program or as otherwise approved by the Minister and includes any replacement organisation or organisations approved by the Minister in accordance with clause 11.

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

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

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

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

Recipient Created Tax Invoice means a tax invoice that is issued by the recipient of the goods and/or services rather than the supplier.

Research Office means a business unit within an Eligible Organisation that is responsible for administrative contact with the ARC regarding Proposals and Programs.
**Responsible Officer** means the Vice Chancellor or other corporate head of the Administering Organisation or an officer nominated by her/him.

**Scheme Coordinator** means the occupant of the position of Scheme Coordinator (Special Research Initiatives) in the ARC, or any other person to whom the administration of the Initiative may be allocated.

**Special Conditions** means the conditions specified in the Agreement which governs the use of the funding provided by the ARC.

**Specified Personnel** means the personnel named in Schedule A to perform the Program or as otherwise approved by the Minister.

**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 Act, then the Act prevails to the extent of any inconsistency.

### 3 Entire Agreement and Variation

3.1 This Agreement, including Schedules, the Proposal 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 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.

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
   d) the Proposal.

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 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 Program to abide by the terms and conditions of this Agreement.

4 Term of Agreement and Funding Period

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

4.2 Subject to clauses 4.3 and 5 of this Agreement, the period of Funding is the Funding Period unless the Funding is terminated earlier in accordance with this Agreement.

4.3 The Funding Period for the Program 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 clause 54 of the ARC Act to vary the Funding, this Agreement will continue to apply to the Program, including 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 Initiative, the Commonwealth shall pay the Funds to the Administering Organisation for the Program in progressive monthly instalments in accordance with Schedule A.

5.2 All Funding for the Program is subject to the following conditions:
   a) that the Program commence in accordance with clause 12, or by any later date approved by the ARC under clause 13;
   b) that the Chief Investigator identified as the Network Director (or any replacement person approved by the Minister under clause 15) lead and co-ordinate the Program.
at all times during the Funding Period, including by having direct responsibility for
the strategic decisions and the communication of results for the Program;
c) that the Administering Organisation conduct the Program substantially in
accordance with the 'Program Description' contained in the Proposal, or in the
event of any variation to the Program, in accordance with the Program description,
aims and research plans as otherwise approved by the Minister;
d) that the Administering Organisation spend all funds paid under this Agreement for
the Program substantially in accordance with the 'Program Cost' detailed in the
Proposal for the Program and any Special Conditions, or the budget as otherwise
approved by the ARC and any conditions otherwise imposed by the Minister 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;
g) that progress of the Program, in the opinion of the ARC, is satisfactory;
h) that each Chief Investigator (or any replacement person or persons approved by the
Minister under clause 15), at all times during her/his participation in the Program
as a Chief Investigator, meet the criteria specified in clause 7.3 of the Funding
Rules, including by having direct responsibility for the strategic decisions and the
communication of results for the Program;
i) that each Partner Investigator (or any replacement persons approved by the
Minister or ARC under clause 15), at all times during her/his participation in the
Program as a Partner Investigator, meet the criteria specified in clause 7.4 of the
Funding Rules, including by having direct responsibility for the strategic decisions
and the communication of results for the Program;
j) that the ARC is advised in a timely manner of any actual or potential Conflicts of
Interest of parties involved in the Program which have the potential to influence or
appear to influence the research and/or activities related to the Program;
k) 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;
l) that there is no duplication of Commonwealth funding for the research and/or
activities funded for the Program under this Agreement; and
m) that the Administering Organisation comply with any other requirements or
conditions imposed by the Minister 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 Program, the Commonwealth may do any or all of the
following:
a) not pay the Administering Organisation any further Funds for the Program;
b) recover all or some of the Funds paid under this Agreement for the Program,
including all unspent Funds and any funds not spent in accordance with this
Agreement;
c) vary the amount of Funding approved for the Program.
5.4 The Administering Organisation must pay to the Commonwealth the amount specified in any notice received under clause 5.3(b) within 30 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 exclusive 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 the GST Act.

5.7 The Commonwealth shall have the right to unilaterally vary the amounts for any or all Programs.

5.8 Where the Commonwealth exercises its right under clause 5.3, 5.7 or 5.8 above, it shall inform the Administering Organisation of the variation within 30 days of that variation having been made.

6 Accuracy of Information

6.1 The provision of any Funding for the Program is conditional on all information contained in the Proposal for the Program 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 if it has only been submitted.

6.2 If the Commonwealth considers that a Proposal for the Program, 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 Program;
   b) recover all or some of the Funds paid under this Agreement for the Program, including all unspent Funds and any Funds not spent in accordance with this Agreement;
   c) vary the amount of Funding approved for the Program.

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

7.1 The Administering Organisation will ensure that the Program is carried out in accordance with this Agreement in a diligent and competent manner. In addition, the Program will be conducted in accordance with the ‘Program Description’ contained in the Proposal, or any revised budget, aims and research plans which have been submitted by the Administering Organisation and approved by the Minister.

7.2 The Administering Organisation must ensure that expenditure on the Program described in Schedule A is in accordance with the ‘Program 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 plans submitted by the Administering Organisation which has been approved by the Minister.

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

7.4 Funds may not be used for items excluded in clause 5.3 of the Funding Rules.
7.5 The Administering Organisation must ensure that Personnel, including Specified Personnel, listed in Schedule A (or any replacement person(s) approved by the Minister or ARC under clause 15) have adequate time to carry out the Program and must provide the basic facilities required for the Program.

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

7.7 If any other Commonwealth funding is approved for any research and/or activity which is similar to research or activities being conducted for the Program, 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.

8 Use of the Funding: Provision of Salaries

8.1 The Funding specified in Schedule A must not be used to provide salary support for Chief Investigators or Partner Investigators.

8.2 Funding may not be used for the payment of a Partner Investigator’s costs incurred because of her/his involvement in the Program, except for short-term project support for Partner Investigators visiting from overseas and domestic and international travel associated with the Program where such visits and costings were outlined in the Proposal and as a Special Condition were not prohibited.

8.3 If expenditure is incurred as allowed for in clause 8.2 above, the Administering Organisation must ensure that expenditure is in accordance with the broad structure of the ‘Program Description’ and ‘Program Cost’ detailed in the Proposal, or any revised Program budget, aims and research plans submitted by the Administering Organisation which are approved by the ARC.

8.4 Funds may be used by the Administering Organisation to employ Personnel other than the Specified Personnel where provision for such was included in the Proposal. They may be employed full-time or part-time, as required.

8.5 The Administering Organisation must ensure that a person who is studying full-time for a postgraduate degree or other postgraduate qualification shall not be employed on the Program for more than 20 hours per week.

8.6 In respect of Personnel other than Chief Investigators or Partner Investigators, 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, e.g. extended periods of leave, severance pay, etc. must not be provided from ARC funds.

8.7 Funding may also be used for relief of Chief Investigators from teaching or other duties if specified as a Special Condition for a Program in Schedule A. Such funding may not be used for any other purpose without the approval of the Minister.

8.8 The Administering Organisation must ensure that any Personnel who are employed full-time on the Program 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 Program.
9 Over-expenditure by the Administering Organisation

9.1 Any Program expenditure incurred by the Administering Organisation, additional to the approved amount for the Program specified in Schedule A, or as otherwise varied by the Minister, is the responsibility of the Administering Organisation. The Commonwealth will not reimburse the Administering Organisation for such costs under any circumstances.

10 Multi-Institutional Agreements

10.1 The Administering Organisation must obtain the written agreement of each Collaborating and Partner Organisation necessary to allow the Program to progress. Evidence of agreement is to be maintained by the Administering Organisation and must be made available if requested by the ARC.

10.2 The written agreement required by clause 10.1 must accord with the arrangements outlines in the Proposal and include provisions that:

a) outline the responsibilities of each Collaborating and Partner Organisation in contributing to the governance for the Program;

b) state the role and contribution to the Program of each Collaborating and Partner Organisation;

c) state the financial commitment from each Collaborating and Partner Organisation;

d) describe the processes for the entry and exit of all Collaborating and Partner Organisations;

e) confirm compliance with the requirements related to Collaborating and Partner Organisations as stated in the Funding Rules;

f) are consistent with the details in the Proposal, except as set out in clause 11;

g) confirm the participation of Specified Personnel;

h) outline the payment of salaries for Personnel;

i) grant fair access to resources for Personnel;

j) state the Intellectual Property arrangements that apply to the outcomes or results generated by the Program. Such arrangements must comply with the National Principles of Intellectual Property Management for Publicly Funded Research, unless otherwise approved by the Commonwealth;

k) do not impede or prevent the Administering Organisation from complying with any of its obligations under this Agreement;

l) grant to the Commonwealth the same rights of audits, monitoring and access to premises and records at the Collaborating and Partner Organisations, as are conferred by clauses 27 and 28 of this Agreement in respect of the Administering Organisation; and

m) confirm an undertaking by all Collaborating and Partner Organisations to abide by the terms of this Agreement.

10.3 A written agreement entered into under this clause must continue to satisfy the requirements of this clause at all times during the Funding Period for the Program.

10.4 The Administering Organisation must ensure that each Collaborating and Partner Organisation provides funding and other contributions as set out in the Proposal. The Administering Organisation will retain the written agreements, and make them available to the ARC if required.
11 Default of Collaborating Organisation or Partner Organisation

11.1 The Administering Organisation must notify the ARC, in writing, within 90 days, if a Collaborating or Partner Organisation wishes to reduce or withdraw its support for the Program. The Administering Organisation may attempt to find a replacement Collaborating or Partner Organisation for the Program, or modify remaining Collaborating or Partner Organisation arrangements.

11.2 The Administering Organisation must notify the ARC, in writing, within 90 days, if a Collaborating or Partner Organisation is in default of any of its obligations under an agreement entered into under clause 10. The Administering Organisation may attempt to find a replacement Collaborating or Partner Organisation for the Program, or modify remaining Collaborating or Partner Organisation arrangements.

11.3 The notification to the ARC, requesting approval of a variation to this Agreement, as set out in clause 11.1 and 11.2, must include:

a) the Collaborating or Partner Organisation reducing its support, withdrawing or in default;

b) the proposed new or replacement Collaborating or Partner Organisation, if any;

c) justification as to the suitability of the new or replacement Collaborating or Partner Organisation to contribute to the Program;

d) a written undertaking from the new or replacement Collaborating or Partner Organisation to provide funding and/or other contributions to the Program;

e) the removal, replacement or addition of Specified Personnel as a result of the withdrawal and/or replacement of a Collaborating or Partner Organisation;

f) justification as to the suitability, including curriculum vitae of new or replacement Specified Personnel to contribute to the Program, and their participation in the Program.

11.4 Any new or replacement Collaborating or Partner Organisation must meet the eligibility criteria for organisations as set out in clause 6 of the Funding Rules.

11.5 Any new or replacement Specified Personnel must meet the eligibility criteria for researchers as set out in clause 7 of the Funding Rules.

11.6 If the ARC approves a variation to this Agreement, the Administering Organisation must revise an existing agreement or enter into an agreement with the new or replacement Collaborating or Partner Organisation, as set out in clause 10.

11.7 If the ARC does not approve a variation to this Agreement, the ARC may terminate this Agreement in accordance with clause 36.

12 Commencement of Program

12.1 Subject to clause 13, the Program must commence by no later than 31 December 2012, unless the commencement has been deferred to a later date approved by the Minister.

13 Deferment of Commencement of Program

13.1 If the Administering Organisation wishes to defer commencement of the Program, a written request justifying the requested deferral in terms of special circumstances must be made to the Scheme Coordinator, through the Administering Organisation’s Research Office, by submitting a Variation of Funding Agreement request, prior to the applicable commencement date specified in clause 12.
13.2 The Administering Organisation must not defer commencement of the Program beyond 31 December 2012 unless the Administering Organisation has received written approval from the ARC.

13.3 Other than in exceptional circumstances, the Minister will not approve the commencement of the Program beyond 31 December 2012. The ARC may recover Funding for any Program which has not commenced by 31 December 2012.

14 Specified Personnel

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

14.2 The Administering Organisation shall provide each CI and PI with a copy of this Funding Agreement within a reasonable time after the commencement of the Funding.

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

14.4 The Administering Organisation must ensure that, unless otherwise approved by the ARC, all CIs and PIs named in Schedule A meet the criteria in clause 7 of the Funding Rules for the full term of their participation in the Program.

14.5 The Administering Organisation must ensure that each Australian based PI who is to work on the Program has the approval of her/his employing organisation to participate in the Program.

14.6 The Administering Organisation is not required to obtain the agreement of the employing organisation of an overseas PI to participate in the Program (unless that PI is employed by an Australian organisation).

15 Change of Specified Personnel

15.1 If any Specified Personnel is at any time during the term of the Program no longer able to continue in their role the Program, the Program may be continued under one or more other person(s) provided that:

   a) there is at least one CI who was an original CI on the Proposal working on the Program unless approved by the ARC;

   b) all replacement or additional Specified Personnel 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 Specified Personnel have a track record which is commensurate with the standard of the original research team which was awarded the Program;

   d) approval is sought from the Scheme Coordinator for the change in Specified Personnel:

      i. by completing and forwarding a Variation of Funding Agreement request form available on the ARC website and attaching the documents specified as required including the curriculum vitae of the replacement person(s); and

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

   e) If replacement Specified Personnel are proposed for the Program, the Administering Organisation must obtain certifications from the Specified
Personnel and their employers which have the same effect to those required to be obtained for the other Specified Personnel on the Program; and

f) the change is approved, in writing, by the A R C.

16 Relinquishment of the Program

16.1 If, at any time during the Funding Period, the Administering Organisation chooses to relinquish the Program, Funding for the Program will be terminated. In such cases, any unspent Funding for the Program will be recovered by the Commonwealth.

17 Negation of Employment by the Commonwealth

17.1 Specified Personnel, the Administering Organisation, Collaborating Organisations or Partner Organisations must not represent themselves as being employees, partners or agents of the Commonwealth, or as otherwise able to bind or represent the Commonwealth.

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

18 Conduct of Research

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

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

18.3 All parties involved in or associated with the Program are required to disclose to the A R C, and the other parties involved in the Program (including Collaborating Organisations), 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 Program.

18.4 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 Program, the Administering Organisation must:

a) notify the A R C immediately of the nature and details of the Conflict of Interest; and

b) have established processes in place for managing the actual or potential Conflict of Interest for the duration of the Program. Such processes must comply with the Australian Code for the Responsible Conduct of Research (2007).

18.5 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.

18.6 The Program must, unless otherwise approved by the A R C in writing, conform to the principles outlined in the following and their successor documents:

a) the Australian Code for the Responsible Conduct of Research (2007);
b) as applicable, the National Statement on Ethical Conduct in Human Research (2007);

c) as applicable, the NHMRC’s other codes on animal research.

19 Material Produced under this Agreement and Dissemination of Research Outputs

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

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

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

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, the Program; and

c) include details of the lodgement or reasons for non-lodgement in the Annual Report, Progress Reports and the Final Report for the Program.

19.3 Publication and dissemination of Program outputs and outreach activity costs may be supported at up to two (2) per cent of total ARC funding awarded to the Program. The ARC strongly encourages publication in publicly accessible outlets and the depositing of data and any publications arising from the Program in an appropriate subject and/or institutional repository.

19.4 The Final Report must justify why any publications from the Program have not been deposited in appropriate repositories within 12 months of publication. The Final Report must outline how data arising from the Program has been made publicly accessible where appropriate.

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

20 ARC Assessments

20.1 The Administering Organisation must ensure that, for the term of this Agreement, if requested by the ARC, Chief Investigators (Network Director, Network Node Leaders and Network Participants) agree to assess up to 20 new proposals for ARC funding per annum for each year of Funding.

20.2 If the ARC determines that a Chief Investigator has failed to meet the obligation to assess proposals assigned by the ARC for assessment, the ARC will notify the Administering Organisation in writing of that failure.

20.3 If a Chief Investigator does not undertake assessment of the assigned proposals within a period specified by the ARC of the notice referred to in clause 20.2 above, the Administering Organisation will be considered to be in breach of this Agreement and Funding for the Program, including Specified Personnel under this Agreement, may be terminated.

21 Assets

21.1 Unless otherwise approved by the ARC, Assets purchased with Funding must be purchased for the exclusive purposes of the Program for the duration of the Funding Period.
21.2 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.

21.3 The Administering Organisation, Collaborating Organisations and Partner Organisations shall ensure, so far as is practicable, that any Program participants shall have first priority in the use and operation of equipment purchased for the Program and in preference to other persons.

21.4 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) otherwise approved by the Commonwealth;
   c) the Program is terminated, in which case the Commonwealth may, by notice in writing, require the transfer of any such item of equipment to the Commonwealth.

22 Intellectual Property

22.1 The Administering Organisation must adhere to an Intellectual Property policy, approved by the Administering Organisation’s governing body, which has as one of its aims the maximisation of benefits arising from research. The ARC makes no claim on the ownership of Intellectual Property brought into being as a result of the Program for which Funding is provided.

22.2 Unless otherwise approved by the ARC, the Administering Organisation’s Intellectual Property policy referred to in clause 22.1 must comply with the National Principles of Intellectual Property Management for Publicly Funded Research as amended from time to time.

22.3 The Administering Organisation 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 Program or the use by the Commonwealth of reports provided by the Administering Organisation under this Agreement.

22.4 The indemnity referred to in clause 22.3 shall survive the expiration or termination of this Agreement.

23 Protection of Personal Information

23.1 The Administering Organisation agrees with respect to all activities related to or in connection with the performance of the Program or in connection with this Agreement:
   d) to comply with the Information Privacy Principles set out in clause 14 of the Privacy Act 1988;
   e) 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;
f) 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;

g) 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 Information Privacy Principles referred to in paragraph (a) above;

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

i) 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;

j) 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;

k) 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

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

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

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

24 Confidentiality

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

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

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

b) to its internal management personnel solely to enable effective management or auditing of this Agreement or the National Competitive Grants Program or the Initiative;

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.

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

24.4 This clause has precedence over clause 15.3 Confidentiality outlined in the Funding Rules.

25 Acknowledgments, Publications, Publicity

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

25.2 When, at any time during or after completion of the Program, 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 Program, the Administering Organisation must ensure (wherever possible) that the ARC’s contribution and support of the Program is acknowledged in a prominent place and an appropriate form acceptable to the ARC. Similar efforts should be made when publicly speaking about the Program. Advice of acceptable forms of acknowledgement and use of the logo is provided on the ARC website.

25.3 The Program will establish a website to communicate with the research community and the community at large. The website homepage will acknowledge the support of the Commonwealth through the ARC.

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

26 Administration of the Funding

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

26.2 Records maintained under clause 26.1 must be retained by the Administering Organisation for the Program 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 Program; or

b) the final approved carryover of Funds for the Program.

27 Audit and Monitoring

27.1 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 Program and inform the ARC immediately.
27.2 The ARC may at any time conduct ad hoc on-site reviews to ensure that the terms of this Agreement are being, or were, met and that reports submitted to the ARC are an accurate statement of compliance by the Administering Organisation. Persons nominated by the ARC to conduct these reviews are to be given full access by the Administering Organisation, if required, to all accounts, records, documents and premises in relation to the Funding and the administration of the Funds in general.

27.3 The Administering Organisation must:
   a) provide information to the Scheme Coordinator, or a person nominated by the Scheme Coordinator, as reasonably required by the Scheme Coordinator;
   b) comply with all reasonable requests, directions, or monitoring requirements received from the Scheme Coordinator; and
   c) cooperate with and assist the ARC in any review or other evaluation that the ARC undertakes.

27.4 During the year listed under the heading ‘Year of Program Review’ in Schedule A, or as otherwise approved by the Commonwealth, a review of the Program’s performance against the objectives listed in clause 4.3 of the Funding Rules will be conducted as described in Schedule B.

28 Access to Premises and Records

28.1 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 the Program;
      ii. locate and inspect Material relevant to the Program or the Administering Organisation’s compliance with this Agreement or the Initiative; and
      iii. make copies of any such Material and remove those copies and use them for any purpose connected with this Agreement or the Initiative.

28.2 The access rights in clause 28.1 are subject to:
   a) the provision of reasonable prior notice by the ARC; and
   b) the Administering Organisation’s reasonable security procedures.

28.3 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 28.2 will not apply.

28.4 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.

28.5 Nothing in clauses 28.1 to 28.4 inclusive affects the obligation of each party to continue to perform its obligations under this Agreement unless otherwise agreed between them.
28.6 The Auditor-General, or a delegate of the Auditor-General for the purpose of performing the Auditor-General’s statutory functions, at reasonable times and on giving reasonable notice to the Administering Organisation, may:

a) require the Administering Organisation to provide records and information which are directly related to this Agreement;

b) have access to the premises of the Administering Organisation for the purposes of inspecting and copying documentation and records, however stored, in the custody or under the control of the Administering Organisation which are directly related to this Agreement; and

c) where relevant, inspect any Commonwealth Assets and Commonwealth Material held on the premises of the Administering Organisation.

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

29 Reporting Requirements

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

29.2 Annual Report

a) The Administering Organisation must submit an Annual Report by 31 March each year following each full calendar year for which the Funding was awarded. The Annual Report will include details regarding the following matters:

i. the extent to which the objectives of the Initiative 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 performance targets as set out in Schedule D;

iv. a detailed activity plan for the next 12 months;

v. all expenditure for the calendar year, including any transfer of specific Assets or Intellectual Property;

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

vii. any other matters which from time to time may be specified on the ARC website as matters which must be included in an Annual Report.

b) If the ARC is not satisfied with the progress of the Program, further payment of Funds will not be made until satisfactory progress has been made on the Program. 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 the Program may be noted against any further proposals under any ARC scheme submitted, on behalf of, the Chief Investigators and will be taken into account in the assessment of those proposals.
29.3 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. The first End of Year Report is due by 31 March 2013. The ARC will provide the Administering Organisation with a pro forma for this report.

b) The End of Year Report will contain information on all expenditure for that year under the Program, on a Project-by-Project basis, 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;

iii. the reasons why the unspent Funds are required to be carried over; and

iv. additional claims for relocation as provided for in Schedule D.

c) 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 Minister. 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) 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), separate written justification must be provided.

e) Funds may be carried over more than twelve months only in exceptional circumstances and subject to approval by the Minister. Separate written justification must be provided in this instance.

29.4 Final Report

a) Unless otherwise approved by the ARC, the Administering Organisation must ensure that a Final Report is provided for the Program within twelve months of the final payment of Funds by the ARC for the Program 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 on the ARC website. The ARC may review the outcomes against the objective(s) of the Program as stated in the Proposal or any approved revised budget, aims and research plans.

b) The Final Report must justify why any publications from a Program have not been deposited in appropriate repositories within 12 months of publication. The Final Report must outline how data arising from the Program has been made publicly accessible where appropriate.

c) The ARC may also seek additional information about subsequent publications after submission of the Final Report.

d) If a Final Report is considered by the ARC to be inadequate, the Administering Organisation of the Program may be contacted for further information. If the ARC is not satisfied with the outcomes of the Program, this may be noted against any further proposals under any ARC scheme submitted, on behalf of, the Chief Investigators and may be taken into account in the assessment of those proposals.
e) If the Final Report is not submitted on time this may be noted against any further proposals under any ARC scheme submitted, on behalf of, the Chief Investigators and may be taken into account in the assessment of those proposals.

f) Proposals submitted under any ARC scheme, on behalf of, any Chief Investigator on the Program for which the Final Report is outstanding may be deemed ineligible for approval of funding.

29.5 Audited Financial Statement

a) The Administering Organisation must submit an Audited Financial Statement by 30 June for each year following each calendar year for which the Funding was awarded.

b) In completing the Audited Financial Statement, the Administering Organisation must ensure that the amount shown in that statement as ‘approved carry forward funds’ is the same as the amount (if any) for which approval was given by the ARC to carry over in the End of Year Report.

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

30 Copyright in Proposals and Reports

30.1 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; or

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;

f) or where the use, reproduction or publication of the material is authorised or required by law.

30.2 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.

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

31 Australian Research Integrity Committee

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

32.1 The Commonwealth may recover any unspent Funds including any amount of funding paid to the Administering Organisation which exceeds the amount of financial assistance that is properly payable to it. The Commonwealth may offset the unspent or overpaid Funds against the total of any further Funds payable to the Administering Organisation.

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

33 Indemnity

33.1 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.

33.2 The Administering Organisation’s liability to indemnify the Commonwealth under clause 33.1 shall be reduced proportionally to the extent that any act or omission of the Commonwealth or its employees or agents contributed to the loss or liability.

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

34 Insurance

34.1 The Administering Organisation must effect and maintain adequate insurance or similar coverage to cover any liability arising as a result of its participation in the Program 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 Worker’s Compensation legislation and for taking all other action required as an employer.

35 Dispute Resolution

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

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

a) the Party claiming there is a dispute will notify the other Party 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 10 Business Days from the date of the notice to reach a resolution or to agree that the dispute is to be submitted to mediation or some alternative dispute resolution procedure

d) if:

i. there is no resolution of the dispute;

ii. there is not agreement on submission of the dispute to mediation or some alternative dispute resolution procedure; or

Funding Agreement for the Special Research Initiative for an Aboriginal and Torres Strait Islander Researchers’ Network for funding commencing in 2012
there is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution within 30 Business Days of the submission, or such extended time as the Parties may agree in writing before the expiration of the 30 Business Days, then, either Party may commence legal proceedings.

35.3 This clause does not apply to action that the Commonwealth takes, or purports to take, under clause 5, 32 or 36 or where a Party commences legal proceedings for urgent interlocutory relief. (Clause 5 relates to payment of funds, clause 32 relates to recovery of unspent funds or over-allocated funds, clause 36 relates to termination.)

35.4 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.

36 Termination of the Agreement

36.1 The ARC may immediately terminate Funding for the Program by notice in writing to the Administering Organisation if:

a) the Administering Organisation commits any material breach of this Agreement which the Commonwealth considers is not capable of remedy;

b) in the opinion of the ARC, progress on the Program is not satisfactory;

c) the ARC reasonably believes that it has received inaccurate, incomplete or misleading information in relation to the Program, 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, any Specified Personnel, Personnel or a Collaborating Organisation or Partner Organisation in conjunction with the Program;

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 Program will cease, or has ceased.

g) the Administering Organisation is unable to continue its role for any reason; or

h) the ARC considers it appropriate for any reason.

36.2 If the ARC terminates Funding for the Program under clause 36.1:

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

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 Program in accordance with clause 5.3.

36.3 Any amount notified to the Administering Organisation as payable under clause 36.2(c) is a debt due to the ARC (without further proof of the debt being necessary), payable within 30 days of the date of the notice.

36.4 Subject to clause 21.4, after the expiration or termination of this Agreement the Administering Organisation retains ownership of all Assets purchased using the Funds.
37 **Compliance with Law**

37.1 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.

38 **Liaison**

38.1 Researchers should direct all queries regarding ARC Funding to their Administering Organisation's Research Office in the first instance. All communications from the Administering Organisation to the ARC or the Minister, relating to the Funding should be made through the Responsible Officer of the Administering Organisation and should be directed to the Scheme Coordinator at the following address:

Scheme Coordinator (Special Research Initiatives)
Australian Research Council
GPO Box 2702
CANBERRA ACT 2601

Phone: 02 6287 6600
Fax: 02 6287 6638
Email: SRI@arc.gov.au

39 **Applicable Law**

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

Details of Program to receive funding by the Commonwealth
SCHEDULE B

Special Conditions for a Special Research Initiative for an Aboriginal and Torres Strait Islander Researchers’ Network

B1 Personnel

B1.1 The first-named CI from the Administering Organisation on the Proposal will be the Network Director. The duties of the Network Director are those described in clause 7.1 and 7.2 of the Funding Rules.

B1.2 The Network Director appointed under clause B1.1 will be responsible for implementing the strategies of the Program and must coordinate the conduct of the activities of the Program. The Network Director must be responsible for the coordination of the allocation of the Funding for the Program. The Network Director must provide academic leadership and academic cohesion within the Program and maintain and be responsible for the reporting structures across the Administering Organisation, the Collaborating Organisations and Partner Organisations of the Program. The Network Director must also be responsible for managing the Program’s Intellectual Property in accordance with the policies of the Administering Organisation and the Collaborating Organisations and Partner Organisations and with the National Principles of Intellectual Property Management for Publicly Funded Research.

B1.3 The Administering Organisation and Collaborating Organisations will pay the Personnel involved in the Program at or above the prevailing salary levels for other academic staff at a similar level, so that Personnel are no worse off financially than their academic peers of similar seniority at that Organisation.

B1.5 Researchers employed by Australian research organisations outside the higher education sector that are funded primarily for research from State/Territory or Commonwealth Government sources are eligible to participate as Partner Investigators in the Program.

B1.6 Researchers employed by research organisations outside Australia are eligible to participate as Partner Investigators in the Program, but cannot receive any Funds, apart from short term project support for investigators visiting from overseas. Researchers from overseas organisations must bring significant contributions to the work of the Program.

B1.7 Chief Investigators and Partner Investigators must have prior written permission from their employer to participate in the Program.

B1.8 Subject to their time commitments to undertake research for the Program and the prohibition on duplication of Commonwealth research funding, researchers associated with the Program may apply for research funding, for projects not associated with the Program, from other sources, including other ARC initiatives and schemes.

B2 Governance

B2.1 Chief Investigators of any activities funded under the Special Research Initiative for an Aboriginal and Torres Strait Islander Researchers’ Network must meet at least twice a year for discussion of issues of mutual interest in development of the Network and research related to the Program.

B2.2 The Administering Organisation must ensure that a governing body or equivalent be established and maintained as detailed in clause 8 of the Funding Rules.

B2.3 The governing body (or its equivalent) must meet at least twice a year.

B3 PhD Annual Stipend Rates
B3.1 The annual rate for a PhD stipend under this Program is as per the Australian Postgraduate Awards stipends rates, which can be found on the Department’s website.

B4 Teaching Relief

B4.1 Teaching relief for CIs on the Program is limited to a total value of $40,000 per year for the Program.

B5 Assets

B5.1 No expenditure of Funding shall be made on equipment items estimated to cost in excess of $150,000 without the prior approval of the Commonwealth.

B6 Review

B6.1 During the year listed under the heading ‘Year for Initiative Review’ in Schedule A, the Program will undergo a rigorous and comprehensive independent performance review undertaken by the Commonwealth.

B6.2 The review will evaluate the Program’s performance against the objectives outlined in the Funding Rules and the specific Program 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 Program will also be evaluated.

B6.3 Continuation of Funding for the remaining years of the Funding Period will be dependent on the outcome of the review. The Program may be terminated following the review if, in the opinion of the Commonwealth, the Program is not performing or operating at the level expected of an ARC Special Research Initiative.

B6.4 Ad hoc review(s) of the Program may be held at any time.
SCHEDULE C

Research Special Conditions

C1 Importation of Experimental Organisms: The Administering Organisation must ensure that, before experimental organisms are imported into Australia for the purposes of the Program, the Administering Organisation or the Chief Investigator of the Program must obtain agreement in principle for the importation from the appropriate Commonwealth and State authorities.

C2 Research Involving Humans or other Animals: If the Program conducted by the Administering Organisation involves research on or involving humans or other animals, the Administering Organisation must ensure that the codes adopted for these purposes by the National Health and Medical Research Council are complied with and that the Program may not commence without clearance from the Administering Organisation’s Ethics or Biosafety Committee (or equivalent) and from any other relevant authority.

C3 Deposition of Biological Materials: Any biological material accumulated during the course of a Program shall be transferred to an Australian body with statutory responsibility for control of such material. If no such body is available to take control of the biological material then the Administering Organisation must dispose of the material in accordance with the Administering Organisation’s established safeguards.

C4 Genetic Manipulation: If the Program involves the use of gene technology (as defined in the Gene Technology Act 2000), then before the proposed research commences, the Administering Organisation must ensure that the research has been approved in writing by the relevant Biosafety and/or Ethics Committees (or equivalent) of the Administering Organisation. The Administering Organisation must retain all certificates relating to the above and will provide evidence to the Scheme Coordinator if required to do so. The Administering Organisation must be accredited with the Office of the Gene Technology Regulator.

C5 Ionising Radiation: If the Program 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 Scheme Coordinator if required to do so.

C6 Social Science Data Sets: Any digital data arising from the Program 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 Program research. If a Chief Investigator is not intending to do so within the two-year period, he/she should include the reasons in the Program’s Final Report.
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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