

Commonwealth Grant Agreement

between the Commonwealth represented by

Australian Research Council

and

{{Organisation}}

Linkage Program – Linkage Projects

for funding applied for in 2022

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Part A Linkage Program – Grant Details

A1 Purpose of the Grant

- A1.1 The Grants under this Agreement are being provided as part of the Linkage Program, which aims to promote national and international research partnerships between researchers and business, industry, community organisations and other publicly funded research agencies. By supporting the development of partnerships, this program encourages the transfer of skills, knowledge and ideas as a basis for securing commercial and other benefits of research.
- A1.2 The intended outcome of the Linkage Program is to increase Australia’s research and innovation capacity to generate new knowledge and result in the development of new technologies, products and ideas, the creation of jobs, economic growth and an enhanced quality of life in Australia.

A2 Linkage Program Activity

A2.1 Commencement

- A2.1.1 We must execute this Agreement with You before We can make any payments. We are not responsible for any of Your project expenditure until this Agreement is executed.
- A2.1.2 Before the project can start You must ensure that:
- (a) there is an ethics plan in place. This plan must describe the appropriate ethical clearances from the relevant committees and/or authorities referred to in this Agreement or prescribed by Your research rules. You must ensure that the appropriate clearances will be in place before the parts of the project that require ethical clearances commence. You must retain the plan and make it available to Us if requested;
 - (b) a written agreement with each Participating Organisation has been signed in accordance with the requirements under this clause and its subclauses;
 - (c) a data management plan, as required under this clause, is in place;
 - (d) a risk management plan is in place. This plan should detail risks that have been taken into consideration for the project, including the potential impacts of COVID-19, and how they will be addressed; and
 - (e) if the project was awarded less than originally requested, a revised budget is agreed with the Project Leader. The revised budget must meet the eligibility requirements around the contribution made by You and Participating Organisations, as per the Grant Guidelines.
- A2.1.3 If the ARC funding approved for the project varies from the amount requested, pro rata adjustments may be made to the contribution made by You and the Participating Organisations.

A2.2 Grant activities

A2.2.1 The project

- (a) In administering the projects under this Agreement, You must:
 - i. ensure that the project described in the Grant Offer is implemented in accordance with this Agreement, and substantially in accordance with the 'Project Description' and within the broad structure of the proposed 'Project Cost' contained in the application, as well as any Special Conditions; and
 - ii. comply with any other requirements or conditions imposed by Us in connection with any Grant covered by this Agreement.

A2.2.2 Grant funds

- (a) We will not pay more than the approved Grant amount under any circumstances. If you incur extra costs, You must meet them.
- (b) Grant funds can only be used for eligible expenditure items as described in the Grant Guidelines.
- (c) Grant funds may be indexed annually. Further information is available on the [ARC website](#).
- (d) The Grant funds covered under this Agreement are based on 2022\$ rates.

A2.2.3 Grant funds may not be used for:

- (a) purposes specifically excluded in the Grant Guidelines;
- (b) purposes specifically excluded in this Agreement;
- (c) items excluded as a Special Condition in the Grant Offer; or
- (d) any research and/or activities for which other financial assistance from the Commonwealth has been, is being, or is intended to be provided. We must be notified if any similar research and/or activity is supported by the Commonwealth during the Project Activity Period.

A2.2.4 Participating Organisation Agreements

- (a) You must obtain the written agreement of all Participating Organisations to allow the project to start.
- (b) The level of detail in the agreement must be commensurate with the level of contribution from each organisation.
- (c) The Participating Organisation Agreement/s must:
 - i. outline the roles, responsibilities, contributions and research that must be undertaken by You and the relevant Participating Organisation;
 - ii. describe the Intellectual Property (IP) arrangements that apply to the IP each party brings to the project (or background IP) as well as the outcomes or results generated by the project (or project IP); and
 - iii. not impede or prevent You from complying with any of Your obligations under this Agreement;
- (d) The Participating Organisation Agreement must comply with the conditions of the project as outlined in this Agreement.
- (e) You must retain the written agreement/s, and make it available to Us if requested.

- (f) The Participating Organisation must agree upon transfer of the ownership of the IP:
 - i. to provide for the continued operation, of the project and teaching, research and development of new unencumbered IP by You;
 - ii. to provide an assurance that upon any sale, closing down, dissolution and/or liquidation during the term of this Agreement, the ownership of the IP will be renegotiated with You;
 - iii. to provide an assurance that upon any transfer of the ownership of IP, You have reasonable opportunity to retain the proposed benefits to Australia on which the Grant was awarded; and
 - iv. to provide an indemnity from the Participating Organisation in favour of You that covers any loss, liability or expense incurred or suffered by You as a result of any breach of this Agreement.

A2.2.5 Data Management Plan

- (a) You, Specified Personnel and Participating Organisations have an obligation to collect and maintain research data in accordance with the *Australian Code for the Responsible Conduct of Research (2018)* (the 2018 Code).
- (b) A data management plan must be developed prior to the commencement of the project. The data management plan should be consistent with relevant requirements contained in the 2018 Code, and accompanying *Management of Data and Information in Research* guide. The data management plan should be compatible with disciplinary standards and describe how participants will manage the long-term preservation of data arising from the ARC-funded projects, including but not limited to, storage, access and reuse arrangements where possible.
- (c) We strongly encourage that data arising from the project is deposited in an appropriate publicly accessible discipline and/or institutional repository.
- (d) You must retain the data management plan, and make it available to Us if requested.

A2.2.6 Specified Personnel

- (a) In administering the projects under this Agreement, You must:
 - i. warrant that You have made proper inquiries of the Specified Personnel in relation to their conflicts of interest and eligibility to perform their role in the project;
 - ii. ensure that the Project Leader is an employee for at least 0.2 FTE at Your Organisation as at the grant commencement date and for the project activity period, or that You have administrative controls in place to manage all governance risks if the Project Leader is an honorary academic;
 - iii. provide all Specified Personnel with a copy of this Agreement within a reasonable time after the execution of this Agreement;
 - iv. have the approval of Specified Personnel's employing organisation to participate in the project. You are not required to have the agreement of the employing organisation of an overseas-based PI (unless they are employed by You) to participate in the project; and
 - v. take responsibility for ensuring any researcher on the project does not breach this Agreement.

- (b) Chief Investigators must reside for more than 50% of the project activity period in Australia, unless prior approval has been granted by Us by submitting a variation.
- (c) You must ensure that all Chief Investigators agree to:
 - i. assess up to 20 new applications for ARC funding per awarded project per annum for each year of the Grant; and
 - ii. update and maintain data in their RMS profile including Field of Research (FoR) codes and expertise text in sufficient detail to reasonably enable matching of their expertise to ARC applications for the purposes of assignment and assessment;
- (d) You will be considered to be in breach of this Agreement, and the project may be terminated if the conditions of A2.2.6.c are not met:
 - i. assessments are not undertaken by relevant Chief Investigators, or are undertaken in a manner deemed inappropriate by Us
 - ii. the RMS profile is not updated or contains no data.
- (e) Where one or more Higher Degree by Research (HDR) stipends are to be paid from project costs:
 - i. stipends for 1.0 Full Time Equivalent (FTE) HDR may be supported per project. This stipend may be divided amongst more than one person, for example 2 students at 0.5 FTE each.
 - ii. the recipient must be enrolled in a HDR at an Eligible Organisation.
 - iii. management of candidature will be at Your discretion or the employing organisation's discretion, as appropriate. This includes but is not limited to selection, appointment, periods of leave and/or suspension of candidature.
 - iv. other costs of candidature must be Your responsibility or the employing organisation's responsibility, as appropriate. Costs of candidature may include, but are not limited to, costs of relocation, periods of leave and thesis production.

A2.2.7 Other Personnel

- (a) The employing organisation is required to follow best practice when employing personnel other than Specified Personnel.
- (b) Conditions of employment for personnel must be those of the employing organisation.
- (c) The on-costs provisions beyond Our contribution of 30% remain the responsibility of You or the employing organisation. For example, extended periods of leave and severance pay, must not be provided from Grant funds.

A2.3 Variations to this Agreement

A2.3.1 If there are changes to the project, You must submit a variation to Us.

A2.3.2 We will consider requests for variations to the project based on factors such as:

- (a) compliance with the Grant Guidelines and this Agreement;
- (b) the circumstances surrounding the variation;
- (c) whether the variation will further enhance the research;
- (d) whether the variation will not adversely affect collaboration, critical mass, and research and training capability;

- (e) whether research already undertaken will be put at risk by the variation; and
 - (f) whether there are any national security risks associated with the change.
- A2.3.3 If We approve a variation to this Agreement, You must revise an existing Partner Organisation agreement or enter into an agreement with the new or replacement Participating Organisation.
- A2.3.4 If We do not approve a variation to this Agreement, We may contact You to negotiate an acceptable outcome without jeopardising the project operations. In exceptional circumstances, We may terminate the project or this Agreement.
- A2.3.5 You must submit a variation request to Us in the following circumstances:
- (a) **Budget/project scope**
 - i. We must approve any substantially revised budget and/or project scope.
 - (b) **Personnel – transfer, addition or removal**
 - i. Any Specified Personnel intends to move to another organisation during the Project Activity Period.
 - ii. For the project to continue, at least one original Specified Personnel from the application must remain on the project.
 - iii. Where You are intending to add new Specified Personnel, the RMS profile for that person must be up to date.
 - (c) **Project transfer**
 - i. The request for a transfer will be considered only if the circumstances are exceptional.
 - ii. The project and any equipment purchased with the Grant or contributions from Participating Organisations must not be transferred until Our approval is provided.
 - iii. We will not pay relocation expenses associated with the transfer.
 - iv. If We do not approve transfer, the project may be terminated and any unspent Grants recovered by Us.
 - (d) **Participating Organisation change, removal or default**
 - i. In considering adding or changing organisations named on the project, refer to the guidance information available on the [ARC website](#).
 - ii. A variation is required when a change to current Participating Organisations is sought.
 - iii. You must notify Us if any other Participating Organisation wishes to reduce or withdraw its support for the project.
 - iv. You must ensure that the Participating Organisation contributions for the project satisfy the requirements of this Agreement (including in the Grant Offer) and the Grant Guidelines. In exceptional circumstances, We may approve an exemption to the Participating Organisation Cash Contribution requirements in the Grant Guidelines.
 - v. You must notify Us within 60 days if You identify that any other Participating Organisation is in default of any of its obligations as a Participating Organisation.

- vi. You may request a replacement Participating Organisation for the project, or modify remaining Participating Organisation arrangements.
 - vii. You must provide the Participating Organisation Agreed Contribution Report in RMS for any revisions.
- (e) **Project suspension**
- i. The request for a suspension will be considered only if the circumstances are exceptional. You must submit a variation to seek ARC approval to suspend the project.
- (f) **Project relinquishment**
- i. If, at any time during the Project Activity Period, the project is relinquished by You, the Grant for the project must be terminated. In such cases, You must submit a variation. Any unspent Grant funds for the project must be recovered by Us.
 - ii. All Specified Personnel, Participating Organisations and You must agree to the project relinquishment.

In extraordinary circumstances, the Deputy Vice Chancellor – Research or equivalent may make a request to relinquish the project without all approvals.
 - iii. A Final Report must be submitted if the project was active for more than one year, or if more than one year of Grant funds have been expended, or if Research Outputs were produced.

A3 Duration of the Grant

- A3.1 This Agreement takes effect on the date it has been executed by You and Us, and continues to operate until all parties have fulfilled their obligations under this Agreement.
- A3.2 The period of the Grant is the Project Activity Period.
- A3.3 The Project Activity Period for any project is indicative only of the intent of the Minister at the time of making the offer of the Grant and is not binding on Us. In the event that the Minister subsequently makes a determination to vary the Grant, this Agreement will continue to apply to any project granted financial assistance under such a determination.
- A3.4 The project (other than the provision of any final reports) ends when the ARC-funded project activity is completed and all Grant funds are spent, which is the Project End Date.
- A3.5 This Agreement ends when You have provided all of the reports and repaid any unspent Grant funds as required under this Agreement, which is the Agreement End Date.

A4 Payment of the Grant

- A4.1 The total amount of the Grant is detailed in the Grant Offer in RMS (GST excl).
- A4.2 The Grant will be paid in progressive monthly instalments by Us subject to Your compliance with Your obligations under this Agreement.
- A4.3 You agree to allow Us to issue You with a Recipient Created Tax Invoice (RCTI) for any taxable supplies issued in accordance with Your obligations under this Agreement.

A5 Reporting

A5.1 General Reporting

- A5.1.1 You must ensure that each Participating Organisation is provided with timely notice of progress made on the project, and provides timely input to Your reporting requirements to Us.
- A5.1.2 You must inform Us when significant problems occur with an ARC-funded project and/or with any serious matters concerning Specified Personnel. Such reporting matters must be directed to the ARC Post-Award team.
- A5.1.3 If We are not satisfied with the progress of any project, further payment of Grant funds will not be made until satisfactory progress has been made on the project.
If satisfactory progress is not achieved within a reasonable period of time, Grant funds will be terminated and all outstanding Grant funds will be recovered.
- A5.1.4 Unsatisfactory progress on any project may be noted against any further applications under any ARC scheme submitted on behalf of the Specified Personnel and will be taken into account in the assessment of those applications.
- A5.1.5 You must submit the following reports in accordance with this Agreement and the ARC Act, in the format We require.

A5.2 End of Year Financial Report

- A5.2.1 You must submit an End of Year Financial Report by 31 March in the year following each calendar year for which Grant funds were awarded. The form for this report will be made available in RMS, with instructions on the [ARC website](#).
- A5.2.2 The End of Year Financial Report must contain information on all expenditure for that year for the project including:
- (a) any unspent Grant funds to be recovered by Us;
 - (b) any unspent Grant funds that You are seeking to have carried over into the next year; and
 - (c) the reasons why the unspent Grant funds are required to be carried over or recovered.
- A5.2.3 Grant funds that are not spent during the year of the Project Activity Period to which the Grant was allocated, may be carried over from one year to the next year if approved by Us. You must request this approval in the End of the Year Financial Report for the calendar year for which the Grant was initially paid.
- A5.2.4 All unspent Grant funds are to be reported to Us. If a carryover is requested, it must include all unspent Grant funds allocated to the project even if some of the Grant funds have been distributed to an Other Eligible Organisation through a Participating Organisation Agreement.
- A5.2.5 Where a carryover is requested for 75% or more of the Grant funds allocated for a calendar year (excluding any Grant funds carried over from the previous calendar year), additional justification must be provided.
- A5.2.6 Grant funds may be carried over more than 12 months only in exceptional circumstances and subject to approval by Us. Additional justification must be provided in this instance.

A5.2.7 Grant funds may be carried over for a maximum of 3 years from the original funding year. If We previously approved a deferment to the Project Start Date or a suspension of the project, We may approve a carryover of the Grant funds for more than 3 years beyond the original funding year to reflect the deferment or suspension.

A5.3 Progress reporting

A5.3.1 You must complete progress reporting in accordance with instructions on the [ARC website](#).

A5.4 Final Report

A5.4.1 Unless otherwise approved by Us, You must ensure that a Final Report is provided for the project within 12 months of the final approved Project End Date. The form for this report will be made available in RMS, with instructions on the [ARC website](#).

A5.4.2 We may review the outcomes against the objective(s) of the project as stated in the application or any approved revised budget and/or project scope.

A5.4.3 The Final Report must justify why any Research Outputs from the project have not been made openly accessible within 12 months from the date the Research Output was published. The Final Report must outline how data arising from the project has been made publicly accessible where appropriate.

A5.4.4 We may also seek additional information about subsequent outputs and outcomes after submission of the Final Report. We may contact You up to five years after the submission of the Final Report for information to assist with evaluation of a Linkage Program grant opportunity.

A5.4.5 If We consider a Final Report to be inadequate, unsatisfactory or is not submitted on time, You will be contacted for further information. If We are not satisfied with the outcomes of the project, this may be noted against any further applications under any ARC scheme submitted with any Specified Personnel named on the project and will be taken into account in the eligibility assessment of those applications.

A5.4.6 Applications submitted under any ARC scheme with any Specified Personnel on the project for which the Final Report is outstanding may be deemed ineligible for Grant funds.

A6 Activity Material

A6.1 You must establish and comply with Your own policies, procedures and arrangements for the ownership and management of all Material produced as a result of any project funded under this Agreement.

A6.2 For any Material produced under this Agreement, You must ensure that all Specified Personnel:

- (a) take reasonable care of, and safely store, any data, specimens or samples collected during, or resulting from, the conduct of their project;
- (b) make arrangements acceptable to Us for lodgement of data with an appropriate repository; and the lodgement of specimens and samples with an appropriate museum or archive in Australia; and
- (c) include details of the lodgement or reasons for non-lodgement in the progress reports and the Final Report for the project.

A6.3 We will support publication and dissemination costs as per the Grant Guidelines.

A6.4 All ARC-funded research projects must comply with the *ARC Open Access Policy* on the dissemination of research findings, which is on the [ARC website](#). In accordance with this policy, any Research Outputs arising from ARC-funded research must be made openly accessible within a 12-month period from the publication date. Where this requirement cannot be met, reasons must be provided in the Final Report for the project.

A7 Liaison

A7.1 Researchers must direct all queries regarding ARC Grants to Your Research Office in the first instance. All communications from You to Us, relating to Grants must be made through Your Responsible Officer and must be directed to the ARC at:

Australian Research Council
GPO Box 2702
CANBERRA ACT 2601

Phone: 02 6287 6600
Email: ARC-Postaward@arc.gov.au

Courier address
Level 2, 11 Lancaster Place
CANBERRA AIRPORT ACT 2609

Part B Linkage Program – Linkage Projects Grant Details

B1 Purpose of the Grant

- B1.1 The Linkage Projects scheme supports projects which initiate or develop long term strategic research alliances to apply advanced knowledge to problems, acquire new knowledge and as a basis for securing commercial and other benefits of research.

B2 Linkage Program – Linkage Projects Activity

B2.1 Commencement

- B2.1.1 The Project Start Date must be within 12 months of the project's Grant Offer being executed by Us in RMS.
- B2.1.2 If there are exceptional circumstances, You may request a variation to defer the Project Start Date.

B2.2 Grant funds

- B2.2.1 Grant funds may be indexed annually. Further information is available on the [ARC website](#).

Execution Clauses

1. Establishment

- 1.1 Once completed, this document, together with each set of Grant Details and the Execution Clauses, forms an Agreement between the Commonwealth and You.

2. Parties to this Agreement

The Grantee ('You' or 'Your')

{{Organisation}}

The Commonwealth ('Us', 'We' or 'Our')

The Commonwealth of Australia represented by

The Australian Research Council

ABN 35 201 451 156

3. Background

- 3.1 We have agreed to enter into this Agreement under which We will provide You with one or more Grants for the purpose of assisting You to undertake the associated Activity.
- 3.2 You agree to use each Grant and undertake each Activity in accordance with this Agreement and the relevant Grant Details.

4. Scope of this Agreement

- 4.1 This Agreement comprises:
- (a) the Execution Clauses;
 - (b) the Grant Details (Part A and B);
 - (c) this document;
 - (d) the Grant Guidelines;
 - (e) the application; and
 - (f) any other document referenced or incorporated in the Grant Details.
- 4.2 This Agreement, including the Execution Clauses, Grant Guidelines and the application 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.
- 4.3 If there is any ambiguity or inconsistency between the documents comprising this Agreement in relation to a Grant, the document appearing higher in the list at clause 4.1 will have precedence to the extent of the ambiguity or inconsistency.
- 4.4 We may at any time impose other requirements or conditions in connection with any Grant covered by this Agreement as provided for under the ARC Act. You must, as soon as possible, or as otherwise agreed in writing with Us, comply (or procure compliance) with any other conditions or requirements notified by Us. In the event of any inconsistency between this Agreement and any such further requirements or conditions, You will not be taken to have breached this Agreement where You have acted consistently with any further requirements or conditions notified under this clause.
- 4.5 This Agreement may be varied in writing only, agreed and approved by both parties.

- 4.6 You are required to do all things incidental or reasonably necessary to give effect to this Agreement. This includes, but is not limited to You securing the agreement of all parties involved in the project to abide by the terms and conditions of this Agreement.
- 4.7 Certain information contained in or provided under this Agreement may be used for public reporting purposes.

5. Undertaking the Activity

- 5.1 You agree to undertake the Activity for the purpose of the Grant in accordance with this Agreement.
- 5.2 You are fully responsible for the Activity and for ensuring the performance of Your obligations under this Agreement in accordance with all relevant laws. You will not be relieved of that responsibility because of:
- (a) the Grant or withholding of any approval or the exercise or non-exercise of any right by Us; or
 - (b) any payment to, or withholding of any payment from, You under this Agreement.

6. Payment of the Grant

- 6.1 We agree to pay the Grant to You in accordance with the Grant Details.
- 6.2 Notwithstanding any other provision of this Agreement, We may by notice withhold payment of any amount of the Grant and/or take any other action specified in the Execution Clauses if We believe that:
- (a) You have not complied with this Agreement;
 - (b) You are unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
 - (c) there is a serious concern relating to You or this Agreement that requires investigation.
- 6.3 A notice under this clause will contain the reasons for any action taken and, where relevant, the steps You can take to address those reasons.
- 6.4 We will only be obliged to pay a withheld amount once You have addressed the reasons contained in a notice to the Commonwealth's reasonable satisfaction.

7. Acknowledgements

- 7.1 Subject to commercial sensitivities or Intellectual Property considerations, the outcomes of projects are expected to be communicated to the research community and to the community at large.
- 7.2 You agree to acknowledge Our support in all Material, publications and promotional and advertising materials published in connection with this Agreement. We will make available, on the [ARC website](#), the form of the acknowledgement that You are to use.
- 7.3 You must ensure that Our contribution and support of the project is acknowledged in a prominent place and an appropriate form acceptable to Us when, at any time during or after completion of the project, You or the researchers or any other party publishes, produces or is involved in promotional material, which is related to the project.

- 7.4 Where the Research Output is a publication, in addition to acknowledging ARC support, the relevant Project ID must be included. Metadata for the Research Output must include the ARC Project ID, list Us as a Grant source and contain a permanent Digital Object Identifier (DOI) for the Research Output. If a DOI is not available, then a permanent Uniform Resource Locator (URL) link must be provided instead to the Research Output.
- 7.5 If a Participating Organisation is required to announce their involvement in an ARC project to the Australian Securities Exchange, this must only be done once the Participating Organisation Agreement has been executed as per clause A2.2.4.

8. Notices

- 8.1 Each Party agrees to promptly notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance of any of its other requirements under this Agreement.
- 8.2 A notice given by a Party under this Agreement must be in writing and addressed to the other Party's representative as set out in the Grant Details or as most recently updated by notice given in accordance with this clause.
- 8.3 We may, by notice, advise You of changes to this Agreement that are minor or of an administrative nature, provided that any such changes do not increase Your obligations under this Agreement. Such changes are not variations for the purpose of the variation, assignment and waiver clause below.

9. Relationship between the Parties

- 9.1 A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

10. Conflict of interest

- 10.1 All parties involved in or associated with the project are required to disclose to You and the other parties involved in the project, any actual or potential Conflict of Interest which have the potential to influence, or appear to influence, the research and activities of the project, publications and media reports, or requests for funding related to the project.
- 10.2 If You or any Specified Personnel become aware of any actual or potential Conflicts of Interest relating to parties involved in the project, You must:
- (a) have documented and 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 *Australian Code for the Responsible Conduct of Research (2018)*, the *ARC Conflict of Interest and Confidentiality Policy (2020)* and any relevant successor document; and
 - (b) notify Us, in accordance with the *ARC Research Integrity Policy*, of any preliminary assessment or investigation into potential breaches of the *Australian Code for the Responsible Conduct of Research (2018)* that are related to Conflicts of Interest.
- 10.3 If during the term of this Agreement, a Conflict of Interest arises that materially impacts the project You agree to:
- (a) notify Us promptly and make full disclosure of all relevant information relating to the conflict; and
 - (b) take any steps We reasonably require to resolve or otherwise deal with that conflict.

10.4 If You or any Specified Personnel fail to disclose a breach of *the Australian Code for the Responsible Conduct of Research* (2018) in relation to a Conflict of Interest, We may do any of the things set out in the reduction, suspension and termination clause below.

11. Variation, assignment and waiver

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

11.2 You cannot assign Your obligations, and You agree not to assign rights, under this Agreement without Our prior approval.

11.3 You agree not to enter into negotiations with any other person for the purposes of entering into an arrangement that will require novation of, or involve any assignment of rights under, this Agreement without first consulting Us.

11.4 A waiver by a Party of any of its rights under this Agreement is only effective if it is in a signed written notice to the other Party and then only to the extent specified in that notice.

12. Taxes, duties and government charges

12.1 You agree to pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement, except as provided by this Agreement.

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

12.3 If at the commencement of this Agreement You are not registered for GST and during the term of this Agreement You become, or are required to become, registered for GST, You agree to notify Us in writing within 7 days of becoming registered for GST.

13. Spending the Grant

13.1 You agree to spend Grant funding for the purpose of performing the Activity and otherwise in accordance with this Agreement.

14. Recovery of unspent Grant funds or overpayments

14.1 Any unspent Grant funds, and any amount of Grant funds paid to You, which exceeds the amount of financial assistance that is correctly payable to You may be recovered by Us.

14.2 We may offset the unspent or overpaid Grant funds against the total of any further Grant funds payable to You.

15. Record keeping

15.1 You agree to keep financial accounts and other records relating to the expenditure of the Grant and the conduct and management of the Activity and provide copies of the records to the Commonwealth upon request.

15.2 You agree to keep the records for 7 years after the Project End Date and provide copies of the records to the Commonwealth upon request.

15.3 You must maintain reasonable, up-to-date and accurate records relating to Grant funds and the project conducted with Grant funds to verify its compliance with this Agreement.

16. Reporting

- 16.1 You agree to provide the Reporting Material specified in the Grant Details to Us.
- 16.2 You acknowledge that the giving of false or misleading information to the Commonwealth is a serious offence under the *Criminal Code Act 1995* (Cth).
- 16.3 In addition to the obligations in clause 16.1, the You agree to:
- (a) liaise with and provide assistance and information to the Commonwealth as reasonably required by the Commonwealth; and
 - (b) comply with the Commonwealth's reasonable requests, directions and monitoring requirements, in relation to the Activity.
- 16.4 If We have concerns regarding the performance of the Activity or the management of the Grant, We may by written notice require You to provide one or more additional reports, containing the information and by the date(s), specified in the notice.

17. Intellectual property

- 17.1 We make no claim on the ownership of IP brought into being as a result of the project for which the Grant is provided.
- 17.2 You must adhere to an IP policy, approved by Your governing body, which has as one of its aims the maximisation of benefits to Australia arising from publicly-funded research.
- 17.3 You should ensure that all participants on the project are familiar with the current IP and patent landscape for the research areas included in the application.
- 17.4 The project must incorporate appropriate processes for the strategic management of project IP in its governance.
- 17.5 This Agreement does not affect the ownership of IP in background IP.
- 17.6 Unless otherwise approved by Us, Your IP policy must comply with the *National Principles of Intellectual Property Management for Publicly Funded Research*.

17.7 Indemnity

- (a) You must indemnify Us and Our Indemnitees, against all claims, demands, suits, liabilities, costs, expenses, damages and losses suffered or incurred by the Indemnitees arising out of or in connection with any actual or alleged infringement of a third party's IP rights.
- (b) This indemnity shall not apply to the extent that a claim under it results from Our negligence or wilful misconduct.

18. Copyright in applications and reports

- 18.1 Copyright in any application and all reports provided under this Agreement will vest in You at the time of creation.
- 18.2 You grant to Us or must procure for Us a permanent, irrevocable, royalty-free, non-exclusive licence to use and reproduce information contained in an application or a report and publish it on a non-profit basis for any purpose related to:
- (a) the evaluation and assessment of applications;
 - (b) verifying the accuracy, consistency and adequacy of information contained in an application, or otherwise provided to Us;
 - (c) the preparation and management of any Grant Agreement;
 - (d) the administration, auditing, management or evaluation of the National Competitive Grants Program or any funding scheme administered by Us;
 - (e) the sharing of information by Us within Our organisation, or with another Commonwealth Department or entity, or Commonwealth Minister or parliamentary committee, where this serves the Commonwealth's legitimate interests; or
 - (f) where the use, reproduction or publication of the material is authorised or required by law.
- 18.3 If an application or report contains information belonging to a third party, You must ensure that it has in place all necessary consents sufficient to allow Us to deal with the information or any report in accordance with this Agreement.

19. Access

- 19.1 You agree to give the Commonwealth, the CEO, or any persons authorised in writing by the Commonwealth or the CEO:
- (a) unhindered access to premises where the Activity is being performed and/or where Material relating to the Activity is kept within the time period specified in a Commonwealth notice; and
 - (b) permission to inspect and take copies of any Material relevant to the Activity.
- 19.2 You must agree to give the Commonwealth, the CEO or any persons authorised in writing by the CEO reasonable assistance to locate and inspect Material relevant to any project or Your compliance with this Agreement or the scheme.

20. Monitoring

- 20.1 You are responsible for monitoring the expenditure of Grant funds and certifying to Us that Grant funds have been dispersed in accordance with this Agreement in the End of Year Financial Report. If at any time, in the opinion of Your Responsible Officer, Grant funds are not being expended in accordance with this Agreement, You must take all action necessary to minimise further expenditure in relation to the project and inform Us immediately.

- 20.2 Upon receipt of reasonable written notice from Us, or any person authorised in writing by the CEO, You must:
- (a) provide any information required by Us for monitoring and evaluation purposes;
 - (b) comply with all reasonable requests, directions, or monitoring requirements received from Us; and
 - (c) cooperate with and assist Us in any review or other evaluation that We undertake.
- 20.3 Nothing in this clause affects the obligation of each party to continue to perform its obligations under this Agreement.

21. Equipment and Assets

- 21.1 Unless otherwise approved by Us, Assets purchased with the Grant must be purchased for the exclusive purposes of achieving project objectives for the duration of the Project Activity Period.
- 21.2 You and Other Eligible Organisations must:
- (a) establish and comply with procedures and arrangements for purchasing, installing, recording, maintaining and insuring all items of equipment purchased with Grant funds; and
 - (b) ensure that any Specified Personnel will have first priority in the use and operation of equipment purchased for the project and You must, so far as is practicable, permit persons authorised by Us to have priority access to that equipment in preference to other persons.
- 21.3 Unless otherwise approved by Us, the ownership of any Asset purchased wholly or partly with the Grant must be vested in You or one of the Other Eligible Organisations, located on its campus and listed in its assets register unless:
- (a) otherwise specified in the application;
 - (b) the project is terminated, in which case We may, by notice in writing, require the transfer of any such item of equipment to the Commonwealth; or
 - (c) the project is transferred to another organisation, in which case the equipment may also be transferred to the recipient Eligible Organisation.
- 21.4 After the expiration or termination of this Agreement You or Other Eligible Organisation(s) retain ownership of all Assets purchased using the Grant.

22. Relevant qualifications, licences, permits, approvals or skills

- 22.1 You agree to ensure that personnel performing work in relation to the Activity:
- (a) are appropriately qualified to perform the tasks indicated;
 - (b) have obtained the required qualifications, licences, permits, approvals or skills before performing any part of the Activity including the Research Special Conditions; and
 - (c) continue to maintain all relevant qualifications, licences, permits, approvals or skills for the duration of their involvement with the Activity.

23. Research Special Conditions

- 23.1 Importation of experimental organisms: You must ensure that, before experimental organisms are imported into Australia for the purposes of the project, You obtain agreement in principle for the importation from the appropriate Commonwealth and State authorities.
- 23.2 Research involving humans or other animals: If any project conducted by You involves research on or involving humans or other animals, You must ensure that the codes adopted for these purposes by the National Health and Medical Research Council are complied with. The research must not commence without clearance from Your Biosafety or Ethics Committee (or equivalent) and from any other relevant authority.
- 23.3 Deposition of biological materials: Any biological material accumulated during the Project Activity Period must 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 You must dispose of the material in accordance with Your established safeguards.
- 23.4 Genetically Modified Organisms: If the project involves the use of gene technology (as defined in the *Gene Technology Act 2000*), then before the research commences, You must be accredited with the Office of the Gene Technology Regulator, and ensure that the research has been approved in writing by Your relevant Biosafety and/or Ethics Committees (or equivalent). You must retain all certificates relating to the above and provide evidence to Us if required to do so.
- 23.5 Ionising radiation: If the project involves the use of ionising radiation, You must ensure that any personnel performing procedures involving ionising radiation are appropriately trained and hold a relevant current licence from the appropriate State authority. You must retain all such licences and provide them to Us if required to do so.
- 23.6 Social science data sets: Any digital data arising from the project involving research relating to the social sciences must be lodged with the Australian Data Archive (ADA) or another equivalent repository for secondary use by other investigators. This must normally be done within 2 years of the conclusion of any fieldwork relating to the research. If a CI is not intending to do so within the 2-year period, they must include the reasons in the Final Report.
- 23.7 The project must, unless otherwise approved by Us in writing, conform to the principles outlined in the following and their successor documents:
- (a) the *Australian Code for the Responsible Conduct of Research* (2018);
 - (b) as applicable, the *National Statement on Ethical Conduct in Human Research* (2007, updated 2018);
 - (c) as applicable, *NHMRC Ethical conduct in research with Aboriginal and Torres Strait Islander Peoples and communities: Guidelines for researchers and stakeholders* (2018);
 - (d) as applicable,) *AIATSIS Code of Ethics for Aboriginal and Torres Strait Islander Research* (2020);
 - (e) as applicable, Australia Council for the Arts *Protocols for using First Nations Cultural and Intellectual Property in the Arts* (2019); and
 - (f) as applicable, the *Australian Code for the care and use of animals for scientific purposes* (2013).

24. Child Safety

Relevant checks and authority

24.1 You must:

- (a) comply with all relevant legislation relating to the employment or engagement of Child-Related Personnel in relation to the Activity, including all necessary Working With Children Checks however described; and
- (b) ensure that Working With Children Checks obtained in accordance with this clause remain current and that all Child-Related Personnel continue to comply with all relevant legislation for the duration of their involvement in the Activity.

National Principles for Child Safe Organisations and other action for the safety of Children

24.2 You agree in relation to the Activity to:

- (a) implement the National Principles for Child Safe Organisations;
- (b) ensure that all Child-Related Personnel implement the National Principles for Child Safe Organisations;
- (c) complete and update, at least annually, a risk assessment to identify the level of responsibility for Children and the level of risk of harm or abuse to Children;
- (d) put into place and update, at least annually, an appropriate risk management strategy to manage risks identified through the risk assessment required by this clause;
- (e) provide training and establish a compliance regime to ensure that all Child-Related Personnel are aware of, and comply with:
 - i. the National Principles for Child Safe Organisations;
 - ii. Your risk management strategy required by this clause;
 - iii. relevant legislation relating to requirements for working with Children, including Working With Children Checks;
 - iv. relevant legislation relating to mandatory reporting of suspected child abuse or neglect, however described; and
 - v. provide Us with an annual statement of compliance with the child safety clauses above, in such form as may be specified by Us.

24.3 With reasonable notice to You, We may conduct a review of Your compliance with this clause.

24.4 You agree to:

- (a) notify Us of any failure to comply with this clause;
- (b) co-operate with Us in any review conducted by Us of Your implementation of the National Principles for Child Safe Organisations or compliance with this; and
- (c) promptly, and at Your own cost, take such action as is necessary to rectify, to Our satisfaction, any failure to implement the National Principles for Child Safe Organisations or any other failure to comply with this clause.

25. Fraud

- 25.1 In this Agreement, Fraud means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.
- 25.2 You must ensure Your personnel and subcontractors do not engage in any Fraud in relation to the Activity.
- 25.3 If You become aware of:
- (a) any Fraud in relation to the performance of the Activity; or
 - (b) any other Fraud that has had or may have an effect on the performance of the Activity;

then You must within five business days report the matter to Us and all appropriate law enforcement and regulatory agencies. You must, at Your own cost, investigate any Fraud referred to in this clause in accordance with the Australian Government Investigations Standards available at www.ag.gov.au.

- 25.4 We may, at Our discretion, investigate any Fraud in relation to the Activity. You agree to co-operate and provide all reasonable assistance at Your own cost with any such investigation.
- 25.5 We may immediately terminate this Agreement in writing by notifying You if We reasonably consider that there is Fraud, misleading or deceptive conduct on Your part, the project or other Specified Personnel, Personnel or any other Participating Organisation in connection with any or all projects.

26. Indemnities

- 26.1 You must indemnify the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.
- 26.2 Your obligation to indemnify the Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the Commonwealth contributed to the claim, loss or damage.

27. Compliance with legislation and policies

- 27.1 You agree to comply with all legislation applicable to the performance of this Agreement.
- 27.2 You agree, in carrying out Your obligations under this Agreement, to comply with any of the Commonwealth's policies, as notified, referred, or made available by the Commonwealth to You (including by reference to an internet site).
- 27.3 You acknowledge that You may have obligations under the *Workplace Gender Equality Act 2012* and that You must comply with those obligations.
- 27.4 You must at all times comply with the requirements of the *Age Discrimination Act 2004*, *Disability Discrimination Act 1992*, *Sex Discrimination Act 1984* and the *Racial Discrimination Act 1975*.

28. Complaints and allegations relating to research integrity and research misconduct

- 28.1 You must comply with the *ARC Research Integrity Policy*, which is available on the [ARC website](#), in respect to all ARC-funded research projects. We will enforce reporting requirements and take precautionary and consequential action, when required, under this policy.
- 28.2 The *ARC Research Integrity Policy* applies to complaints about, and findings of, breaches of the *Australian Code for the Responsible Conduct of Research (2018)* that relate to:
- (a) current or past ARC-funded projects;
 - (b) current ARC-funded researchers, regardless of whether the matter relates to their current ARC-funded projects;
 - (c) current ARC grant applications;
 - (d) named applicants on proposals in current ARC selection rounds, regardless of whether the matter relates to an ARC funding proposal; and
 - (e) ARC employees and anyone engaged on ARC business such as College of Experts members, committee members, panel members, external assessors and all other contractors.

29. Australian Research Integrity Committee

- 29.1 You must provide to the Australian Research Integrity Committee (ARIC) upon request, any documentation and information concerning allegations of Your mishandling of the management or investigation of potential breaches of the *Australian Code for the Responsible Conduct of Research (2018)*.

30. Accuracy of information

- 30.1 The provision of any Grant funds for the project is conditional on all information contained in the application for that project and all reports required by this Agreement from You being complete, accurate and not misleading. We regard inaccurate and misleading information as including, but not being limited to, claiming fictitious track records, inflating funds obtained from other sources and false claims in the publication record, for example describing a paper as being 'in press' or accepted even though it has only been submitted.
- 30.2 If We consider that an application for the project or any report provided under this Agreement contains incomplete, inaccurate or misleading information, We may by notice in writing to You do any or all of the following:
- (a) not pay You any further Grant funds for that project;
 - (b) recover all or some of the Grant funds paid under this Agreement for that project, including all unspent Grant funds and any Grant funds not spent in accordance with this Agreement; and/or
 - (c) vary the amount of Grant funds approved for that project.
- 30.3 You must pay to Us the amount specified in any notice received under this clause within 30 days of the date of that notice.

31. Privacy

- 31.1 When dealing with Personal Information in carrying out the Activity, You agree:
- (a) to comply with the requirements of the *Privacy Act 1988* (Cth);
 - (b) not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle;
 - (c) to ensure that any of Your subcontractors or personnel who deal with Personal Information for the purposes of this Agreement are aware of the requirements of the *Privacy Act 1988* (Cth) and the Your obligations under this clause; and
 - (d) to immediately notify Us if You become aware of an actual or possible breach of this clause by You or any of the Your subcontractors or personnel.
- 31.2 In carrying out the Activity, You agree not to send any Personal Information outside of Australia without the Commonwealth's prior written approval. The Commonwealth may impose any conditions it considers appropriate when giving its approval.

32. Confidentiality

- 32.1 You agree not to disclose Our confidential information without prior written consent unless required or authorised by law or Parliament to disclose.
- 32.2 We agree not to disclose Your confidential information without prior written consent unless required or authorised by law or Parliament to disclose.
- 32.3 We may disclose Your confidential information where;
- (a) the Commonwealth is providing information about the Activity or Grant in accordance with Commonwealth accountability and reporting requirements;
 - (b) the Commonwealth is disclosing the information to a Minister of the Australian Government, a House or Committee of the Commonwealth Parliament;
 - (c) the Commonwealth is disclosing the information to its personnel or another Commonwealth agency where this serves the Commonwealth's legitimate interests;
 - (d) officers, employees, ARC assessors, or other third parties are required to enable effective assessment, evaluation, management or auditing of the Linkage Program schemes or any Grant Agreement;
 - (e) the Commonwealth disclosing the information is in accordance with any other provision of the Grant Guidelines or this Agreement; or
 - (f) it is in the public domain other than due to a breach of this clause; or to comply with obligations, or to exercise rights, under the *ARC Research Integrity Policy*) available on the [ARC website](#).
- 32.4 We acknowledge that the Final Report for the project and information which is contained in any reports related to the project may contain material that is Commercial in Confidence and/or highly sensitive material.
- 32.5 We agree to hold the Final Report and any information contained in any reports relating to the project as confidential, excluding information specifically provided for public release.
- 32.6 We warrant that, for a period of 3 years from the date of submission of the Final Report for the project, We will consult with You before the Final Report and any information which is contained in any reports related to the project is disclosed to any person other than an officer, employee, agent or member of the ARC or the Minister.

33. Insurance

33.1 You agree to maintain adequate insurance for as long as any obligations remain in connection with this Agreement and provide proof of insurance to Us upon request.

34. Dispute resolution

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

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

34.3 The Parties may agree to suspend performance of this Agreement pending resolution of the dispute.

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

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

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

35. Reduction, suspension and termination

35.1 Reduction in scope of agreement for fault

35.1.1 If You do not comply with an obligation under this Agreement and We believe that the non-compliance is incapable of remedy, or if You have failed to comply with a notice to remedy, We may by written notice reduce the scope of this Agreement.

35.1.2 You agree, on receipt of the notice of reduction, to:

- (a) stop or reduce the performance of Your obligations as specified in the notice;
- (b) take all available steps to minimise loss resulting from the reduction;
- (c) continue performing any part of the Activity or this Agreement not affected by the notice if requested to do so by the Commonwealth; and
- (d) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

35.1.3 In the event of reduction under this clause, the amount of the Grant will be reduced in proportion to the reduction in the scope of this Agreement.

35.2 Suspension

35.2.1 If:

- (a) You do not comply with an obligation under this Agreement and We believe that the non-compliance is capable of remedy;
- (b) We believe that You are unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
- (c) We believe that there is a serious concern relating to You or this Agreement that requires investigation;

- 35.2.2 We may by written notice:
- (a) immediately suspend You from further performance of the Activity (including expenditure of the Grant); and/or
 - (b) require that the non-compliance or inability be remedied, or the investigation be completed, within the time specified in the notice.
- 35.2.3 If You:
- (a) remedy the non-compliance or inability specified in the notice to Our satisfaction, or We conclude that the concern is unsubstantiated, We may direct You to recommence performing the Activity; or
 - (b) fail to remedy the non-compliance or inability within the time specified, or We conclude that the concern is likely to be substantiated, We may reduce the scope of this Agreement in accordance with clause 35.1 or terminate this Agreement immediately by giving a second notice in accordance with clause 35.3.

35.3 Termination of the Grant for the project

35.3.1 We may immediately terminate a Grant for the project by notifying You, if:

- (a) You commit any breach of this Agreement which We consider is not capable of remedy;
- (b) We are of the opinion that progress on the project is not satisfactory;
- (c) We believe that one or more of the conditions, as set out in this Agreement, have not been satisfied in relation to that project;
- (d) We receive notice that the project's activities will cease, or have ceased;
- (e) We believe that We have received inaccurate, incomplete or misleading information in relation to the project, including in the application or in any report provided under this Agreement;
- (f) We believe there is fraud, misleading or deceptive conduct on the part of You, the project, Specified Personnel, Personnel or any other Participating Organisation in connection with the project;
- (g) You fail to comply with any additional ARC requirement or condition;
- (h) You are unable to continue Your role for any reason;
- (i) the Commonwealth terminates its commitment in the event of a change of government policy or other related government requirements; or
- (j) We consider that the integrity of its Grant selection processes, funding recommendations and/or funded projects have been compromised as a result of the outcome of the investigation of research integrity and research misconduct complaints and allegations.

35.3.2 If We terminate the Grant for the project under this clause:

- (a) You must immediately take all available and reasonable steps to stop any further expenditure of Grant funds on the project;
- (b) You must provide the reports required by this Agreement within the timeframes specified in this Agreement, unless otherwise notified by Us; and
- (c) We may recover any or all Grant funds for the project.

- 35.3.3 Any amount notified to You as payable under this clause is a debt due to Us (without further proof of the debt being necessary), payable within 30 days of the date of the notice.
36. [Cancellation or reduction for convenience](#)
- 36.1 The Commonwealth may cancel or reduce the scope of this Agreement by notice, due to:
- (a) a change in government policy; or
 - (b) a change in Your circumstances which the Commonwealth reasonably believes will negatively affect Your ability to comply with this Agreement.
- 36.2 On receipt of a notice of reduction or cancellation under this clause, You agree to:
- (a) stop or reduce the performance of Your obligations as specified in the notice;
 - (b) take all available steps to minimise loss resulting from that reduction or cancellation;
 - (c) continue performing any part of the Activity or this Agreement not affected by the notice if requested to do so by the Commonwealth; and
 - (d) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.
- 36.3 In the event of reduction or cancellation under this clause, the Commonwealth will be liable only to:
- (a) pay any part of the Grant due and owing to You under this Agreement at the date of the notice; and
 - (b) reimburse any reasonable and substantiated expenses You unavoidably incur that relate directly and entirely to the reduction in scope or cancellation of this Agreement.
- 36.4 In the event of reduction, the amount of the Grant will be reduced in proportion to the reduction in the scope of this Agreement.
- 36.5 The Commonwealth's liability to pay any amount under this clause is:
- (a) subject to Your compliance with this Agreement; and
 - (b) limited to an amount that when added to all other amounts already paid under this Agreement will not exceed the total amount of the Grant.
- 36.6 You will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on You but for the cancellation or reduction in scope of this Agreement due to a change in government policy or change in Your circumstances which the Commonwealth believes will negatively affect Your ability to comply with this Agreement.
- 36.7 The Commonwealth will act reasonably in exercising its rights under this clause.

37. Termination of Agreement

37.1 If We terminate this Agreement:

- (a) You must immediately take all available and reasonable steps to stop any further expenditure of Grant funds on all projects;
- (b) You must provide the reports required by this Agreement, within the timeframes specified in this Agreement, unless otherwise notified by Us; and
- (c) We will immediately stop payment of all Grant funds allocated under this Agreement and may recover any unspent Grant funds from all Grants allocated under this Agreement as at the date of termination from You and any Grant funds not spent as set out in this Agreement.

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

38. Survival Clauses

38.1 The following clauses survive termination, cancellation or expiry of this Agreement:

- (a) clause A5 (Linkage Program Reporting)
- (b) clause 7 (Acknowledgements);
- (c) clause 13 (Spending the Grant);
- (d) clause 14 (Recovery of unspent Grant funds or overpayment);
- (e) clause 15 (Record keeping);
- (f) clause 16 (Reporting);
- (g) clause 17 (Intellectual property);
- (h) clause 26 (Indemnities);
- (i) clause 31 (Privacy);
- (j) clause 32 (Confidentiality);
- (k) clause 33 (Insurance);
- (l) clause 35 (Reduction, suspension and termination);
- (m) clause 38 (Survival);
- (n) Definitions; and
- (o) any other clause identified within this Agreement or which expressly or by implication from its nature is meant to survive.

39. Applicable Law

39.1 This Agreement is governed by the laws of the Commonwealth of Australia.

Definitions

In this Agreement, unless the contrary appears:

- **ABN** has the meaning as given in section 41 of the *A New Tax System (Australian Business Number) Act 1999*.
- **Activity** means the activity described in the Grant Details and includes the provisions of the Reporting Material.
- **Activity Material** means any Material, other than Reporting Material, created or developed by You as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.
- **Administering Organisation** means an Eligible Organisation which submits an application for Grant funds and is responsible for the administration of Grant funds under this Agreement.
- **Agreement** means the Grant Details, Execution Clauses and any other document referenced or incorporated in the Grant Details.
- **Application** means a request for Grant funds submitted through RMS by an Administering Organisation seeking Grant funds under an ARC grant program. It includes the specifics of a proposed grant activity as well as the administrative information required to determine the eligibility of the application.
- **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 www.arc.gov.au.
- **Asset** includes personal, real or incorporeal property, but not Intellectual Property.
- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.
- **Cash Contribution** means the cash from an organisation for the project which is transferred to and managed by You.
- **Chief Executive Officer** or **CEO** means the occupant of the position of the Chief Executive Officer of the ARC, or the delegate, as established under the ARC Act.
- **Chief Investigator (CI)** means a person or persons named as a CI and who meets the eligibility criteria stated in the Grant Guidelines.
- **Child** means an individual(s) under the age of 18 years and **Children** has a similar meaning.
- **Child-Related Personnel** means Your officers, employees, contractors (including subcontractors), agents and volunteers involved with the Activity who as part of that involvement may interact with Children.
- **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in this Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Commonwealth Entity** has the meaning given in Section 10 of the *Public Governance, Performance and Accountability Act 2013*.
- **Commonwealth Standard Grant Conditions** means this document.

- **Commonwealth Purposes** includes the following:
 - the Commonwealth verifying and assessing grant proposals, including a grant application;
 - the Commonwealth administering, monitoring, reporting on, auditing, publicising and evaluating a grant program or exercising its rights under this Agreement;
 - the Commonwealth preparing, managing, reporting on, auditing and evaluating agreements, including this Agreement; and
 - the Commonwealth developing and publishing policies, programs, guidelines and reports, including Commonwealth annual reports;
 but in all cases:
 - excludes the commercialisation (being for-profit use) of the Material by the Commonwealth.
- **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 (2020)* is available on the [ARC website](#).
- **Digital Object Identifier (DOI)** means a unique persistent identifier for a published digital object, such as an article or a report, which is issued by the DOI Foundation.
- **Eligible Organisation** means an organisation listed in clause 4.6 of the Grant Guidelines.
- **End of Year Financial Report** means the report described in clause A5.2.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Activity Material.
- **Final Report** means the report described in clause A5.4.
- **FTE** means Full Time Equivalent.
- **Grant** or **Grant Funds** means the money, or any part of it, payable by the Commonwealth to You for the Activity as specified in the Grant Details and includes any interest earned by You on that money once the Grant has been paid to You.
- **Grant Agreement** or **Agreement** means this document.
- **Grantee** means the legal entity other than the Commonwealth specified in this Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Grant Details** means the document titled Grant Details that forms part of this Agreement.
- **Grant Guidelines** means *Linkage Program Grant Guidelines : Linkage Projects (2022 edition)*.
- **Grant Offer** means the details listed in the ARC's RMS under 'Grant Offers' showing the project details and grant amount.
- **GST** has the meaning as given in section 195-1 of the *A New Tax System (Goods and Services Tax) Act 1999*.
- **Honorary academic** appointment for eligibility purposes means a position that gives full academic status to the researcher, as certified by the Deputy Vice-Chancellor (Research) (or equivalent) in the application. The researcher must have access to research support comparable to employees e.g., an emeritus appointment. The researcher is not eligible to be a Chief Investigator using their honorary academic appointment if they are employed by an organisation other than an Eligible Organisation for more than 0.2 FTE.

- **Indemnitees** refers to persons claiming protection against any claim or damages and includes (but is not limited to) officers, employees, agents and subcontractors of the Commonwealth.
- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).
- **Legislation** means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory, or local authority.
- **Linkage Program** refers to the schemes funded under the Linkage Program of the NCGP which includes the *Linkage Projects* scheme, and other schemes.
- **LP** means the Linkage Projects scheme
- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- **Minister** means the Minister responsible for the administration of the ARC Act, or the Minister's delegate.
- **National Principles for Child Safe Organisations** means the National Principles for Child Safe Organisations, which have been endorsed in draft form by the Commonwealth Government (available at: <https://www.humanrights.gov.au/national-principles-child-safe-organisations>) and subsequently, from the time of their endorsement by the Council of Australian Governments, the final National Principles for Child Safe Organisations as published by the Department of Social Services.
- **NCGP** means the ARC's National Competitive Grants Program.
- **NHMRC** means the National Health and Medical Research Council.
- **Other Eligible Organisation** means an organisation listed in section 4.6 of the Grant Guidelines which is not You on an application.
- **Other Organisation** means an organisation that is not You or an Other Eligible Organisation that contributes to the research project.
- **Participating Organisation** means Other Eligible Organisations, Other Organisations and Partner Organisations associated with the project.
- **Partner Investigator (PI)** means a person or persons named as a PI and who meets the eligibility criteria stated in the Grant Guidelines.
- **Partner Organisation** means an organisation which is not an Eligible Organisation, but is named as a contributor to the project.
- **Party** means You or the Commonwealth.
- **Personal Information** has the same meaning as in the *Privacy Act 1988*.
- **Personnel** means those persons involved in the conduct of the project.
- **PhD** is a qualification that meets the level 10 criteria of the *Australian Qualifications Framework Second Edition January 2013*.
- **Privacy Commissioner** means the person occupying the position of Privacy Commissioner pursuant to the *Privacy Act 1988*.
- **Progress Report** is a report that must be prepared in accordance with instructions on the [ARC website](#).
- **Project** means any project as described in the Grant Offer or as otherwise approved by the Minister for Grant funds under this Agreement.

- **Project Activity Period** means the period during which the project is receiving Grant funds according to the original Grant Offer, or has any carryover Grant funds approved by Us, or an approved variation to the Project End Date.
- **Project End Date** means when the ARC-funded project activity is completed and the Grant funds are spent.
- **Project Leader** means the named participant from Your Organisation who is the first-named Chief Investigator on an application or such other person otherwise approved by the Minister and includes any replacement person approved by Us in accordance with this Agreement. The Project Leader must be an employee for at least 0.2 FTE at Your Organisation as at the grant commencement date and for the project activity period, or You must have administrative controls in place to manage all governance risks if the Project Leader is an honorary academic.
- **Project Start Date** means the date on which the project commences research and Grant expenditure.
- **Records** includes documents, information and data stored by any means and all copies and extracts of the same.
- **Reporting Material** means all Material which You are required to provide to the Commonwealth for reporting purposes as specified in the Grant Details and includes any Existing Material that is incorporated in or supplied with the Reporting Material.
- **Research** is defined, for the purposes of this Agreement, as the creation of new knowledge and/or the use of existing knowledge in a new and creative way so as to generate new concepts, methodologies, inventions and understandings. This could include synthesis and analysis of previous research to the extent that it is new and creative.

This definition of research is consistent with a broad notion of research and experimental development comprising “creative and systematic work undertaken in order to increase the stock of knowledge – including knowledge of humankind, culture and society – and to devise new applications of available knowledge”

OECD (2015), Frascati Manual 2015: *Guidelines for Collecting and Reporting Data on Research and Experimental Development* (p.378).

- **Research Office** means a business unit within an Eligible Organisation that is responsible for administrative contact with Us regarding applications and projects.
- **Research Output** means all products of a research project that meet the ARC definition of Research.
- **Responsible Officer** means the Vice-Chancellor or other corporate head of the Administering Organisation or an officer nominated by that person.
- **RMS** means the ARC’s online Research Management System.
- **Special Condition** means a special condition specified in the Grant Offer which governs the use of the Grant provided by Us.
- **Specified Personnel** means the Project Leader, Chief Investigator(s) and Partner Investigator(s) named in the Grant Offer to perform the project by Us.
- **Variation of Grant Agreement (variation)** means a request submitted to Us in RMS to agree to a change in the Grant Agreement.
- **We** means the Australian Research Council (ARC). ‘Us’, ‘Our’ and ‘Commonwealth’ are also used in this context.
- **Working With Children Checks or WWWC** means the process in place pursuant to relevant legislation to screen an individual for fitness to work with Children.

- **You** means the Administering Organisation.