



Australian Government
Australian Research Council

GRANT AGREEMENT

between the Commonwealth of Australia
as represented by the

Australian Research Council

And

{{Administering Organisation}}

for the provision of funding under

*Future Fellowships for funding
commencing in 2027*

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Part 1 Formalities

1. Establishment

- 1.1 This Agreement is made on the Agreement Commencement Date, between:
- 1.1.1 the Commonwealth of Australia, as represented by the Australian Research Council, ABN 35 201 451 156; and
 - 1.1.2 {{Administering Organisation}} (**Administering Organisation**).

2. Background

- 2.1 Pursuant to the *Australian Research Council Act 2001* (Cth), the ARC administers the payment of grants of financial assistance to organisations for research projects, in accordance with approvals given by either the ARC Board or the Minister.
- 2.2 This Agreement sets out the terms and conditions upon which one or more such grants of financial assistance will be paid to the Administering Organisation in relation to Projects:
- 2.2.1 associated with the Program identified on the title page of this Agreement; and
 - 2.2.2 for the purposes specified in Item 1 of Schedule 1.

3. Agreement Composition

- 3.1 This Agreement comprises:
- 3.1.1 this Grant Agreement;
 - 3.1.2 all Schedules to this Grant Agreement;
 - 3.1.3 each Grant Offer, upon that Grant Offer being Accepted after the Execution Date; and
 - 3.1.4 any other document incorporated by reference into this Agreement (including, in respect of a Project, the corresponding Application).

4. Interpretation

- 4.1 In this Agreement, unless the contrary intention appears:
- 4.1.1 words importing the singular include the plural and vice versa;
 - 4.1.2 if any word or phrase is given a defined meaning, any part of speech or other grammatical form of that word or phrase has a corresponding meaning;
 - 4.1.3 the words 'including', 'such as', 'particularly' and similar expressions are not used as, and are not intended to be interpreted as, words of limitation;

- 4.1.4 headings are for convenience only and do not affect the interpretation of this Agreement;
 - 4.1.5 a reference to a clause, paragraph or schedule is a reference to a clause, paragraph or schedule of this Agreement;
 - 4.1.6 a reference to an 'Item' is a reference to an Item in Schedule 1 of this Agreement;
 - 4.1.7 a reference to any legislation (including subordinate legislation) includes all amendments, consolidations or replacements of that legislation, and includes any subordinate legislation issued under it;
 - 4.1.8 a reference to any law means, subject to clause 4.1.7:
 - (a) if the act is to occur in Australia, the applicable Australian law; or
 - (b) if the act is to occur outside of Australia's jurisdiction, the laws that apply in the applicable jurisdiction;
 - 4.1.9 a reference to a document is to that document (or if appropriate, part of it) as amended, novated, substituted or supplemented at any time;
 - 4.1.10 a reference to any policy includes that policy as amended or replaced from time to time;
 - 4.1.11 a reference to any body (**Original Body**) which no longer exists or has been reconstituted, renamed, replaced or whose powers or functions have been removed or transferred to another body, is a reference to the body which most closely serves the purposes or objects of the Original Body;
 - 4.1.12 all references to dollars are to Australian dollars and this Agreement uses Australian currency; and
 - 4.1.13 a provision of this Agreement is not to be interpreted to the detriment of a Party because that Party was responsible for preparing that provision, or any part of it.
- 4.2 If there is any ambiguity or inconsistency between any parts of this Agreement, the following descending order of priority will apply, such that a part of this Agreement appearing higher in the following list will take priority to the extent of the ambiguity or inconsistency:
- 4.2.1 clause 21.2;
 - 4.2.2 a Special Condition;
 - 4.2.3 this Grant Agreement (excluding clause 21.2);
 - 4.2.4 a Schedule to this Grant Agreement;
 - 4.2.5 a Grant Offer, upon that Grant Offer being Accepted by both Parties after the Execution Date;
 - 4.2.6 the Grant Guidelines; and
 - 4.2.7 any other document incorporated by reference into this Agreement (including, in respect of a Project, the corresponding Application).
- 4.3 If any provision of this Agreement is held to be illegal, invalid, void, voidable or unenforceable, then:

- 4.3.1 if the offending provision can be read down so as to give it a valid and enforceable operation, it must be read down to the minimum extent necessary to achieve that result; and
- 4.3.2 in any other case, the offending provision must be severed from this Agreement, in which event the remaining provisions of this Agreement operate as if the severed provision had not been included.
- 4.4 The Parties acknowledge and agree that the Grant Guidelines (as amended from time to time) continue to apply with respect to this Agreement for the Agreement Term, notwithstanding that the Grant Guidelines may cease to operate as a legislative instrument during the Agreement Term.

5. Definitions

- 5.1 In this Agreement, unless the contrary intention appears, words, abbreviations and acronyms have the meanings given to them in this clause 5.1.

Aboriginal and/or Torres Strait Islander	A person of Australian Aboriginal and/or Torres Strait Islander descent who identifies as an Australian Aboriginal and/or Torres Strait Islander person and is accepted as an Australian and/or Torres Strait Islander person by the community in which they live or have lived.
Accept	The process by which a Party approves and signs a document or action in RMS, including a partial or conditional Acceptance as described in clause 21.5.
Actual Conflict of Interests	A situation in which the interests of a person actually improperly influence the professional, academic or official actions of that person.
Administering Organisation	The Eligible Organisation that is a Party to this Agreement identified in clause 1.1.2.
Agreement	This Agreement, as further described under clause 3.
Agreement Commencement Date	The date on which the last Party is recorded in RMS as having Accepted this Agreement in accordance with clause 26.5. This date can be found in the 'RO Signed Date' and 'ARC Signed Date' fields in the 'Grant Agreement History' on RMS.
Agreement End Date	The date recorded in RMS as being the date that this Agreement will expire (subject to any Variation or other change agreed by the ARC in accordance with this Agreement).
Agreement Term	The period starting on the Agreement Commencement Date and ending on the Agreement End Date.
Agreement Termination	A termination of this Agreement (for default or convenience) as further described in clauses 22.3 and 22.4.
ARC	The Australian Research Council, as established under the ARC Act.
ARC Act	The <i>Australian Research Council Act 2001</i> (Cth).

ARC Research Integrity Policy	The ARC's policy to promote and support research integrity and safeguard confidence in the value of publicly funded research, available on the ARC's website at: https://www.arc.gov.au/about-arc/program-policies/research-integrity/research-integrity-policy .
Application	The request submitted by the Administering Organisation (or another Eligible Organisation), through which Grant Funds for the Project were sought and awarded as a result.
Application Process	The grant application process conducted by the ARC, in response to which the Application was submitted, that resulted in the award of Grant Funding for the Project.
ARC Research Integrity Representative	Means the ARC Research Integrity Representative identified in clause 20.3.
Assets	Includes any personal, real or incorporeal property, but not intellectual property.
Audit Terms of Reference	The terms of reference (and related materials) published by the ARC for the conduct of audits and the provision of independent auditor statements in accordance with clause 10.
Australian Privacy Principles	Has the same meaning as in the <i>Privacy Act 1988</i> (Cth).
Authorisation	A licence, accreditation, permit, registration, regulatory approval, or other documented authority (however described), required by law and necessary for the performance of an activity in connection with a Project or this Agreement.
Award	A named Award position under the following schemes, when the Recipient's salary is funded wholly or partly by the ARC through Grant Funds: • Discovery Early Career Researcher Award (DECRA); and • Discovery Australian Aboriginal and Torres Strait Islander Award (DAATSIA).
Business Days	A day that is not a Saturday, a Sunday or a public holiday in the place where an act is to occur.
Cash Contribution	A monetary contribution from a Participating Organisation which is transferred in accordance with clause 8.2.2(b) and used for the Project.
Centre Director	A person named in the Grant Offer with primary responsibility for a Centre of Excellence and is appointed to lead a Centre, and who meets the eligibility criteria stated in the Grant Guidelines. For clarity, a Centre Director is a type of Chief Investigator.

Chief Investigator	A person named in RMS (including through a Variation) as a Chief Investigator for the Project who meets the eligibility criteria for a Chief Investigator stated in the Grant Guidelines. For clarity, examples of Chief Investigators include: • Project Leaders; • Centre Directors; • Research Hub Directors; • Training Centre Directors; and • Recipients.
Child	An individual under the age of 18 years.
Child-Related Personnel	The Personnel who, as part of their involvement in the Project, may interact with Children.
Commonwealth	The Commonwealth of Australia, including the ARC.
COI Policy	The Administering Organisation's policy relating to Conflicts of Interests referred to in clause 12.
Confidential Information	Any information which is by its nature confidential, and that: • one Party identifies to the other as being confidential; or • that a Party knows or reasonably ought to know is confidential; and • is not in the public domain otherwise than due to a breach of an obligation of confidence.
Conflict of Interests	An Actual Conflict of Interests, Perceived Conflict of Interests or Potential Conflict of Interests.
Declaring Researcher	In addition to any other type of researcher Notified to the Administering Organisation by the ARC from time to time: • in the context of Conflicts of Interests, all Chief Investigators listed on a Project; and • in the context of Nature of Employment: – all Chief Investigators listed on a Project; and – unless otherwise directed by Us, all Personnel occupying researcher positions budgeted for in the Grant Funds (including postdoctoral and research assistant positions).
Digital Object Identifier	A unique, persistent identifier for a published digital object, such as an article or a report, which is issued by the DOI Foundation.
Discovery Program	A program within the National Competitive Grants Program (or NCGP), which comprises the following schemes: • Discovery Projects; • Discovery Early Career Researcher Award (DECRA);

- Future Fellowships;
- Australian Laureate Fellowships;
- Discovery Indigenous; and
- other grant opportunities as updated from time to time.

Eligible Data Breach	Has the same meaning as in the <i>Privacy Act 1988</i> (Cth).
Eligible Organisation	An organisation listed as an Eligible Organisation in the Grant Guidelines, and any other organisation determined by the ARC from time to time to be an Eligible Organisation.
End of Year Report	The Report by that name described in clause 10.2.
Existing Material	Material developed prior to, or otherwise independently of, this Agreement and a Project, that is incorporated into or otherwise forms part of, a Project (including a Report or Project Material).
Fellow	The person who fills the named Fellowship position. For clarity, a Fellow is a Recipient.
Fellowship	A named Fellowship position under any of the following schemes, when the salary is funded wholly or partly by the ARC through Grant Funding: • Future Fellowships; • Australian Laureate Fellowships; • Early Career Industry Fellowship; • Mid-Career Industry Fellowship; and • Industry Laureate Fellowship.
Final Report	The Report by that name described in clause 10.2.
Fraud	Dishonestly obtaining a benefit, or causing a loss, by deception or other means, including: • misleading or deceptive conduct; and • alleged, attempted, suspected, or detected, fraud.
FTE	Full-time equivalent.
Funding Approval	An approval for the making of a grant of financial assistance to an organisation for a Project, under s 47(1) or s 48(1) of the ARC Act.
Funding Year	The calendar year during which allocated Grant Funds are designated by the ARC for expenditure.
Grant Funds or Grant Funding	The financial assistance, or any part of it, payable by the ARC to the Administering Organisation for a Project in one or more Funding Years, as specified in the Project Financial Details in RMS, including any: • indexation of the financial assistance, as determined by the ARC in its sole and absolute discretion; and

- interest earned on money that has been paid to the Administering Organisation as part of the financial assistance.

Grant Guidelines	The funding rules specified in Item 2 of Schedule 1.
Grant Offer	In respect of a Project, the details for the Grant Funding listed in RMS under 'Grant Offers', showing the Project details and Grant Funding amount.
GST	Has the same meaning as in the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
HDR	A higher degree by research, including: • a Masters Degree, that meets the level 9 criteria of the <i>Australian Qualifications Framework</i> (Second Edition, January 2013); and • a PhD, that meets the level 10 criteria of the <i>Australian Qualifications Frameworks</i> (Second Edition, January 2013).
Honorary Academic	A non-salaried position that receives: • full academic status, as certified by the Deputy Vice-Chancellor (Research) (or equivalent) in the Application; and • access to research support, that is comparable to employees in a salaried position.
Indemnitees	Persons claiming protection against any Liabilities, including officers, employees, agents and subcontractors of the Commonwealth.
In-Kind Contribution	A contribution from a Participating Organisation for the Project that is not a Cash Contribution. This may include goods, services, materials, and time, from an individual, business or organisation.
Intellectual Property Rights	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 <i>Copyright Act 1968</i>).
Key Industry Partner	A Partner Organisation that: - provides facilities for embedding a Recipient in an industry setting for some of the duration of a Fellowship; and - meets any other eligibility requirements for Key Industry Partners under the Grant Guidelines.
Key Performance Indicators or KPIs	A set of quantifiable measures that is used to monitor the Project and report on: • progress of Research Outputs; and • outcomes of the Research.

Liability	Any liability to pay compensation, including in relation to a claim, demand, suit, liability, cost, expense, damage or loss.
Linkage Program	A program within the National Competitive Grants Program (or NCGP), which comprises the following schemes: • ARC Centres of Excellence; • Industrial Transformation Research Hubs; • Industrial Transformation Training Centres; • Linkage Infrastructure, Equipment and Facilities (LIEF); • Linkage Learned Academies Special Projects; • Linkage Projects; • Special Research Initiatives; • Early Career Industry Fellowships; • Mid-Career Industry Fellowships; and • Industry Laureate Fellowships.
Material	Means material in which Intellectual Property Rights subsist, including material contained in documents, equipment, software (including source code and object code versions), goods, information and data stored by any means (including all copies and extracts of the information or data).
Minister	The Minister responsible for the administration of the ARC Act (including any delegate of that Minister).
National Principles for Child Safe Organisations	The National Principles for Child Safe Organisations available at: https://childsafe.humanrights.gov.au/national-principles .
Nature of Employment	Means, in respect of each and all Declaring Researchers: • total count of Declaring Researchers; • employment status; • gender; • seniority; and • any other matters Notified by the ARC to the Administering Organisation from time to time.
Notice	A notice issued by a Party under this Agreement in accordance with clause 20.
Notify or Notification	To notify or provide a notification by issuing a Notice, in accordance with clause 20.
On-Costs	In relation to salary, includes payroll tax, workers compensation, leave loading, long-service leave, non-contributory and contributory superannuation but excludes items such as extended leave and severance payment.

Other Eligible Organisation

An organisation that is:

- an Eligible Organisation;
- not the Administering Organisation;
- associated with the Project;
- recorded in RMS as making a Cash Contribution, or an In-Kind Contribution, to the Project; and
- meets any other requirements for an Other Eligible Organisation under the Grant Guidelines.

Other Industry Partner

An Other Organisation that:

- a. provides Cash or In-Kind Contributions, or both; and
- b. meets the eligibility requirements for Other Industry Partners under the Grant Guidelines.

Other Organisation

An organisation that:

- is not the Administering Organisation, a Partner Organisation, or an Other Eligible Organisation;
- is associated with the Project;
- may be making a Cash Contribution, or an In-Kind Contribution, to the Project;
- is recorded in RMS as an Other Organisation on the Project; and
- meets any other requirements for an Other Organisation under the Grant Guidelines.

For clarity, an Other Organisation includes an Other Industry Partner.

Partial Project Termination

A Project Termination that causes some, but not all, of a Project to end (including, if applicable, a reduction in the Grant Funds payable in relation to a Project), as specified in the Notice issued under clause 22.2.1 or 22.4.1, as the case may be.

Participating Organisation

Means any of the following:

- the Administering Organisation;
- an Other Eligible Organisation;
- an Other Organisation; and
- a Partner Organisation.

Participating Organisation Agreement

The agreement that the Administering Organisation must develop and implement with Participating Organisations (if any) under clause 7.1.

Partner Investigator

A person named in RMS (including through a Variation) as a Partner Investigator for the Project who meets the eligibility criteria for a Partner Investigator stated in the Grant Guidelines.

Partner Organisation

An organisation that:

- is not the Administering Organisation, an Other Eligible Organisation or an Other Organisation;

- is associated with the Project;
- is recorded in RMS as making a Cash Contribution, or an In-Kind Contribution, to the Project; and
- meets any other requirements for a Partner Organisation under the Grant Guidelines.

Part-time	Less than 1.0 FTE.
Party	Either the ARC or the Administering Organisation (as applicable).
Perceived Conflict of Interest	A situation in which a reasonable third party might perceive that a person's interests might improperly influence the professional, academic or official actions of that person.
Personal Information	Has the same meaning as in the <i>Privacy Act 1988</i> (Cth).
Personnel	Those persons (other than the ARC and its personnel) involved in the Project, regardless of whether they are employees of a Participating Organisation.
Postdoctoral Research Associate or PDRA	A postdoctoral research associate funded by the ARC through the Administering Organisation, who will be employed on the Project.
Postgraduate Researcher or PGR	A postgraduate research student funded by the ARC through the Administering Organisation, who will undertake a HDR through the Project.
Potential Conflict of Interest	A situation in which an Actual Conflict of Interest, or a Perceived Conflict of Interest, is not present, but might arise in the future.
Privacy Commissioner	The person occupying the position of Privacy Commissioner pursuant to the <i>Privacy Act 1988</i> (Cth).
Project	A project approved to receive Grant Funds, and in respect of which both Parties have Accepted a Grant Offer under this Agreement. For clarity: • references to 'Project' include the entire Project, and any part of, or an activity within, the Project; and • Fellowships and Awards are types of Projects.
Project End Date	In respect of a Project, and subject to clause 6, the earliest of when: • the ARC agrees that the Project will end, as recorded in RMS (subject to any extensions, Variations or other changes to that date agreed by the ARC during the Project Period); and • all Grant Funds are spent.
Project Financial Details	The financial details for the Project listed in RMS, found in the 'Financials' tab.

Project Leader	The first-named Chief Investigator for a Project.
Project Material	Means: • Material created or developed by a Project Participant in the course of performing the Project, or otherwise complying with this Agreement, including Material in Reports and Research Outputs; and • any Existing Material that is incorporated in or supplied with Project Material.
Project Participant	Means, in respect of a Project, any: • Participating Organisation, or • Personnel.
Project Period	The period that commences on the Project Start Date and ends on the Project End Date.
Project Start Date	The date that a Project commences, as provided by clauses 6.4 to 6.6.
Project Termination	A termination of a Project under this Agreement, and includes a Partial Project Termination. For clarity, a Project Termination operates as a variation to this Agreement to remove some or all of a Project from the scope of this Agreement, and does not operate to terminate this Agreement itself.
Project Commencement Deadline	The date specified as being the Project Commencement Deadline in Item 3 of Schedule 1.
Recipient	The individual named in RMS as being the recipient of a Fellowship or an Award. For clarity, a Recipient is a type of Chief Investigator.
Relinquish	When a Project ends before the Project End Date at the Administering Organisation's request in accordance with clause 21.11.
Removal Notice	A Notice from the ARC to the Administering Organisation requiring that one or more Project Participants be permanently removed from involvement in the Project, as further described in clause 13.4.
Report	A report that must be provided by the Administering Organisation in accordance with clause 10.
Research Integrity Event	Means any: • event that the ARC <i>Research Integrity Policy</i> states that an Administering Organisation must report to the ARC; • adverse comments or findings made by a court, commission, tribunal, or other statutory, professional or academic body, regarding the conduct or performance of a Project Participant that impacts, or could reasonably be perceived to impact, on the: - proper conduct of a Project in accordance with this Agreement;

- Project Participant's capability, fitness, or reputation, in connection with a Project; or
- ethical and appropriate conduct of research in connection with a Project; or
- other significant matter, including the commencement of legal, regulatory or disciplinary action involving a Project Participant that might adversely impact on:
 - compliance with this Agreement, Commonwealth policy, or applicable laws;
 - the Commonwealth's reputation; or
 - the public interest or confidence in a Project, any associated research, or the ARC's funding or support of a Project or any associated research.

Research Office

A business unit within the Administering Organisation that is responsible for administrative contact with the ARC regarding Applications and Projects.

Research Output

All products of a Project that involve:

- the creation of new knowledge;
- the use of existing knowledge in a new and creative way to generate new concepts, methodologies, inventions or understandings; or
- both,

including synthesis and analysis of previous research, to the extent that it is new and creative.

Responsible Research Code

The *Australian Code for the Responsible Conduct of Research*.

RMS

The ARC's online Research Management System.

Significant Change

Includes:

- in relation to the Project budget:
 - any proposed reallocation of Grant Funds from one budget category to another, unless otherwise instructed by the ARC; or
 - any proposed use of Grant Funds for a purpose or use that was not specified in the budget submitted as part of the Application; and
- in relation to the Project scope, a change that:
 - would result in a substantial deviation or divergence from the Project scope as it was immediately prior to the change;
 - a reasonable person would consider might bring any of the Project, the Administering Organisation, the Commonwealth, the Minister, or any combination, into disrepute;
 - a reasonable person would consider could have an adverse effect on the public interest;

- a reasonable person would consider could have an adverse effect on public confidence in the Project; or
- a reasonable person would consider might attract substantial media or other stakeholder attention or concern; and
- any other change that the ARC Notifies the Administering Organisation from time to time constitutes a Significant Change.

Significant Problem

A matter that could have a substantial adverse impact on the conduct of the Project, including:

- the inability to purchase or procure equipment necessary for the conduct of the Project;
- actual or suspected misuse or misapplication of Grant Funds;
- actual or suspected fraud;
- an actual or suspected breach of the Responsible Research Code, or the *ARC Conflict of Interest and Confidentiality Policy*;
- an actual or suspected default by a Participating Organisation in meeting a contribution obligation or requirement under this Agreement, or a Participating Organisation Agreement;
- a circumstance in which a Participating Organisation has caused or contributed, or is suspected of having caused or contributed, to a breach of this Agreement;
- an unforeseen event that inhibits or prevents the completion of a substantial portion of the Project, including:
 - acts of God;
 - flood, fire, earthquake or explosion;
 - war, invasion, hostilities, terrorist threats or acts, riot or other civil unrest;
 - government order, law or action;
 - national or regional emergency;
 - strikes, labour stoppages, slowdowns or other industrial disturbances;
 - epidemic, pandemic, or similar influenza or bacterial infection;
 - state of emergency; and
 - other similar events beyond Your reasonable control; and
- a serious matter concerning a Specified Personnel, including:
 - significant illness, injury, death or disappearance;

- cessation of the individual's employment as a researcher;
- the individual being rendered incapable of performing research in connection with the Project;
- actual or suspected fraud, bribery, or impropriety on the part of the individual; and
- any adverse comments or findings made against or in relation to the individual by a court, commission, tribunal, or other statutory, professional, or academic body, regarding the individual's conduct that could be reasonably perceived to impact on the individual's capacity, fitness or reputation.

For clarity, 'Significant Problem' does not include routine employment or 'human resources' issues relating to individuals that are not serious matters of the nature indicated above.

Special Condition	A condition included in the Grant Offer by the ARC that is identified as being a special condition, or is otherwise reasonably apparent that it is intended to be a special condition.
Specified Personnel	The Chief Investigators and Partner Investigators named in RMS (including through a Variation) for the Project.
Suspension Notice	A Notice from the ARC to the Administering Organisation requiring that one or more Project Participants be suspended from participating in a Project, as further described in clauses 13.3.1 to 13.3.3.
Total Grant Amount	The total amount of Grant Funds approved under the ARC Act in respect of a Project across all Funding Years, subject to any indexation and any other variables specified in the relevant approval instrument.
Unspent Grant Funds	Grant Funds that have been paid by the ARC to the Administering Organisation, that the Administering Organisation has not spent in relation to the Project at the: • Project End Date; or • effective date of a Project Termination or Agreement Termination.
Variation	A variation to this Agreement in accordance with clause 21.
Variation Request	Means: • in respect of a request to carry over Grant Funds in accordance with clause 8.4, the Administering Organisation's request in its End of Year Report in accordance with clause 8.4.1; and • in all other cases, a written request sent by the Administering Organisation to the ARC, including via RMS, requesting or proposing a variation to this Agreement, which if Accepted by the ARC, will cause a Variation to occur in accordance with clause 21.
Working With Children Checks	The process in place pursuant to relevant legislation to screen an individual for fitness to work with Children.

Part 2 Grant Management

6. Commencement and Term of this Agreement and Projects

- 6.1 Subject to clauses 22.3 and 22.4, this Agreement commences on the Agreement Commencement Date and expires on the Agreement End Date.
- 6.2 A Project will be created when, following an Application Process, the ARC issues a Grant Offer to the Administering Organisation in relation to the Project, and the Grant Offer is Accepted by the Administering Organisation and the ARC. For clarity, if any subsequent Grant Offer is issued in relation to the same Project (for example, in relation to a Variation), it will not cause a new Project to be created.
- 6.3 Subject to this clause 6, and clauses 21 and 22, each Project commences on the Project Start Date and ends on the Project End Date.
- 6.4 When a Project is created pursuant to clause 6.2, the ARC will assign a Project Start Date. This date will be the Project Start Date until Varied in accordance with clause 6.5, or a Project Termination occurs (including in accordance with either of clauses 22.2.1(b) or 22.2.1(c)).
- 6.5 Following the creation of each Project, the Administering Organisation must:
- 6.5.1 if performance of the Project commenced by the Project Commencement Deadline, submit a Variation Request to the ARC requesting that the Project Start Date be amended to be the date that work on the Project commenced; or
 - 6.5.2 if performance of the Project will not commence by the Project Commencement Deadline, submit a Variation Request to the ARC by the Project Commencement Deadline to defer the Project Start Date to a later date.
- 6.6 A Variation Request submitted pursuant to clause 6.5.2 must contain an explanation as to why performance of the Project will not commence by the Project Commencement Deadline, and reasons why the ARC should consider deferring the Project Start Date by the amount of time proposed in the Variation Request. The Variation Request will then be considered by the ARC in accordance with clause 21.
- 6.7 If a Variation Request submitted under clause 6.5 is Accepted by the ARC, the Project End Date will be adjusted so that, subject to this Agreement, the Project Period will be of an equal duration to what it was when the ARC assigned the Project Start Date under clause 6.4.

7. Grant Administration

7.1 Project Documentation

- 7.1.1 The Administering Organisation must develop and implement the documentation specified in Column 1 of Table 1 in accordance with:
- (a) the timeframes specified in Column 2 of Table 1;
 - (b) the requirements specified in Column 3 of Table 1; and

- (c) any other requirements Notified by the ARC from time to time.

Table 1

Column 1 – Documentation	Column 2 – Timeframe	Column 3 – Requirements
Ethics Plan	Prior to the Project Start Date	Must describe the plan (including approach and timeline) for receiving the appropriate ethical clearances prior to commencing activities that require ethical clearances: a. from the relevant committees and/or authorities referred to in i. clauses 7.3 and 9.4; and ii. any Notice issued by the ARC from time to time; and b. prescribed by the Administering Organisation's applicable rules governing the kinds of research and other activities falling within the Project.
Data Management Plan	Prior to the Project Start Date	Must be: a. consistent with the relevant requirements contained in the Responsible Research Code (including the accompanying <i>Management of Data and Information in Research Guide</i>); b. compatible with discipline-specific practices and standards; and c. describe how Project Participants will manage the long-term preservation of data arising from the Project, including storage, access, and reuse arrangements when possible.
Risk Management Plan	Prior to the Project Start Date	Must detail: a. risks taken into consideration for the Project; and b. how the risks will be addressed.
For Projects that are awarded less funding than originally requested in an Application, a revised budget	Prior to the Project Start Date	Must: a. be agreed between the Administering Organisation and the Project Leader; and b. meet the eligibility requirements regarding the contributions to be made by the Administering Organisation and Participating Organisations, as per the Grant Guidelines.
For Projects involving Participating Organisations in addition to the Administering Organisation, Participating Organisation Agreements	Unless otherwise agreed by the ARC, by the Project Start Date	Must: a. be a written and signed agreement between the Administering Organisation and each Participating Organisation;

		b. contain a level of detail commensurate with the level of contribution from each Participating Organisation; c. outline the roles, responsibilities, contributions, and research that must be undertaken by the Administering Organisation and the relevant Participating Organisations; d. describe the arrangements that apply in respect of all Intellectual Property Rights used in, or brought into existence as a result of, the Project so as to provide: i. for the continued operation of the Project and teaching, research and development of new and unencumbered Intellectual Property Rights by the Administering Organisation; ii. assurance that upon any sale, closing down, dissolution or liquidation of any Participating Organisation during the Agreement Term, the Intellectual Property Rights will be owned by, or ownership will otherwise be renegotiated with, the Administering Organisation; and iii. assurance that upon any transfer of the ownership of Intellectual Property Rights, the Administering Organisation has a reasonable opportunity to retain the proposed benefits to Australia on which the Grant Funding was awarded; e. comply with, and require Participating Organisations' compliance with, this Agreement; and f. not impede or prevent the Administering Organisation from complying with any of its obligations under this Agreement.
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7.2 Delivery

7.2.1 Without limiting any other provision in this Agreement, in administering and delivering Projects under this Agreement, the Administering Organisation must:

- (a) ensure that each Project is implemented in accordance with:
 - (i) this Agreement, including:
 - A. applicable restrictions and conditions specified in clause 7.3; and
 - B. any other requirements in Schedule 1;
 - (ii) any Special Conditions specified in the Grant Offer;

- (iii) the 'Application Summary' specified in the Grant Offer;
 - (iv) the 'Aims and Objectives' specified in the Application;
 - (v) any milestones, stages or Key Performance Indicators specified or provided for in Item 4;
 - (vi) the intent of the scheme, including the description of the grant opportunity and any objectives, responsibilities and outcomes specified in the Grant Guidelines;
 - (vii) the grant amount, period and eligible uses (including activities specifically prohibited) specified in the Grant Guidelines; and
 - (viii) any other scheme-specific requirements specified in the Grant Guidelines, relevant to the administration, performance or delivery of a Project;
- (b) ensure that each Project is implemented consistently with the proposed 'Project Cost' contained in the Application, subject to any revised budget submitted in accordance with clause 7.1.1;
 - (c) unless otherwise specified in the Grant Guidelines, continue to meet all eligibility criteria, requirements and limits during the Agreement Term (including for the Administering Organisation and other Project Participants);
 - (d) do all things incidental or reasonably necessary to give effect to this Agreement;
 - (e) comply with any other requirements or conditions (including timeframes) imposed by the ARC by Notice in connection with any Grant Funds covered by this Agreement;
 - (f) without limiting or otherwise affecting the Administering Organisation's obligations under clause 13, Notify the ARC if a Significant Problem occurs in respect of a Project within 90 days after the Administering Organisation becomes aware of the Significant Problem;
 - (g) continue to meet, at all times during the Agreement Term, the requirements for being an Eligible Organisation;
 - (h) obtain and maintain in full force all necessary or required Authorisations; and
 - (i) ensure that the Project is conducted in accordance with all applicable laws and Authorisations.

7.3 Restrictions and Conditions

7.3.1 Without limiting any other provision in this Agreement, in administering and delivering Projects under this Agreement, the Administering Organisation must not undertake activities or use Grant Funds for:

- (a) purposes specifically prohibited or excluded by:
 - (i) the Grant Guidelines;
 - (ii) this Agreement;

- (iii) law; or
 - (iv) a Special Condition; or
 - (b) any research or other activities for which other financial assistance from the Commonwealth has been, is being, or is intended to be, provided (**Other Financial Assistance**).
- 7.3.2 The Administering Organisation must promptly Notify the ARC on becoming aware of any Other Financial Assistance during a Project Period. Following the Administering Organisation's Notification, if the ARC considers that the Other Financial Assistance will result in an overlap or duplication of funding for a Project or any part of a Project, the ARC may implement a Project Termination in accordance with clause 22.2.1(f)(iv).
- 7.3.3 The Administering Organisation must ensure that any research activity specified in Column 1 of Table 2, that is undertaken in relation to a Project, is conducted in accordance with:
- (a) the conditions specified in Column 2 of Table 2; and
 - (b) any other requirements Notified by the ARC to the Administering Organisation from time to time.
- 7.3.4 The Administering Organisation must, following a request by the ARC, provide evidence and otherwise substantiate its compliance with clause 7.3.3 to the ARC's reasonable satisfaction.

Table 2

Column 1 – Research Activity	Column 2 – Conditions
Importation of experimental organisms	Before experimental organisms are imported into Australia for the purposes of the Project, the Administering Organisation must obtain all required Authorisations.
Research involving humans or other animals	a. The Administering Organisation must comply with the codes adopted by the National Health and Medical Research Council for research on or involving humans or other animals (as amended or replaced from time to time). b. The research must not commence without: i. clearance from the Administering Organisation's biosafety or ethics committee (or equivalent); ii. clearance from any other relevant authority or other third party body; and iii. all required Authorisations being obtained and held.
Deposition of biological materials	Any biological material accumulated during the Project 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 the Administering Organisation must manage or dispose of the material in accordance with all applicable laws, and subject to those laws, the Administering Organisation's own procedures and safeguards.

Genetically Modified Organisms	For Projects involving the use of gene technology (as defined in the <i>Gene Technology Act 2000</i> (Cth)), the Administering Organisation must, prior to commencing use of any gene technology: - obtain all necessary Authorisations; and - ensure that the research has been approved in writing by the Administering Organisation's relevant biosafety or ethics committees (or equivalent).
Ionising radiation	The Administering Organisation must ensure that any Project Participant performing procedures involving ionising radiation are appropriately trained and hold all necessary Authorisations.
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 or another equivalent repository for secondary use by other investigators. This must be done within two (2) years after the conclusion of any fieldwork relating to the research, unless the Administering Organisation Notifies the ARC that it does not intend to, and provides reasons for this in the Final Report.

8. Grant Funds

8.1 The Total Grant Amount for each Project (including as Varied from time to time) is specified in the Project Financial Details in RMS, and is GST exclusive.

8.2 Grant Funds

8.2.1 In respect of administering and delivering each Project, the Administering Organisation must use Grant Funds:

- subject to this Agreement, for the purposes of conducting the Project as described in the Application;
- for eligible expenditure items only, as described in the Grant Guidelines; and
- otherwise in accordance with this Agreement, including clause 6 of this Agreement.

8.2.2 For Projects involving Participating Organisations:

- if the Grant Funds approved for the Project varies from the amount sought by the Administering Organisation in the Application, pro rata adjustments may be made to the contributions made by the Administering Organisation and the Participating Organisations; and
- all Cash Contributions must be transferred to the Administering Organisation, unless otherwise approved by the ARC.

8.3 Payment

8.3.1 Subject to the Administering Organisation's compliance with this Agreement, the ARC will pay the Grant Funds to the Administering Organisation in:

- (a) accordance with this Agreement; and
- (b) progressive monthly instalments, or in such other instalments determined by the ARC in its sole and absolute discretion.

8.3.2 The ARC will not pay any Grant Funds to the Administering Organisation in excess of the Total Grant Amount. Any costs incurred by the Administering Organisation in excess of the Total Grant Amount must be met by the Administering Organisation, and the ARC will have no liability to the Administering Organisation in respect of those costs.

8.4 **Carry Over**

8.4.1 If the Administering Organisation has not spent all Grant Funds allocated to a Funding Year within that Funding Year, and wishes to carry over those Grant Funds to another year, the Administering Organisation must submit a Variation Request to the ARC:

- (a) in its End of Year Report in accordance with clause 10; and
- (b) subject to clause 8.4.2, the ARC may Accept or reject the Variation Request in accordance with clause 21.

8.4.2 Grant Funds may only be carried over from the end of the original Funding Year for those Grant Funds for the maximum period specified in Item 5, unless the ARC has:

- (a) Accepted a Variation Request to defer the Project Start Date in accordance with clause 6.7; or
- (b) suspended a Project in accordance with this Agreement, in which case the ARC may agree (at its discretion) to extend the maximum period by which Grant Funds may be carried over by an amount of time that is commensurate with the deferral or suspension (as applicable).

8.4.3 Grant Funds that are carried over to a subsequent year must be spent before any other Grant Funds (including those allocated to the Funding Year that Grant Funds are being carried over into under clause 8.4.1) are spent.

8.5 **Taxes, Duties and Government Charges**

8.5.1 The Administering Organisation must 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.

8.5.2 If one Party (the supplier) makes a taxable supply to the other Party (the recipient) under this Agreement, subject to clause 8.5.3, on receipt of a tax invoice from the supplier, the recipient must pay to the supplier an additional amount equal to the GST payable on the supply.

8.5.3 If the Administering Organisation makes a taxable supply to the ARC in the performance of the Administering Organisation's obligations under this Agreement, the ARC may issue a recipient-created tax invoice (RCTI) to the Administering Organisation in respect of those supplies, and then pay any GST payable on the supply in accordance with that recipient-created tax invoice and this Agreement.

8.5.4 If an Administering Organisation:

- (a) is not registered for GST at the commencement of this Agreement; and

- (b) during the Agreement Term, becomes, or is required to become, registered for GST,

the Administering Organisation must Notify the ARC within seven (7) days after becoming registered for GST.

9. Personnel

9.1 Specified Personnel

- 9.1.1 In administering the Projects under this Agreement, the Administering Organisation must:
 - (a) provide all Specified Personnel with a copy of this Agreement before the Project Start Date; and
 - (b) subject to clause 9.1.2, for any Specified Personnel who are not employed by the Administering Organisation, have the approval of the Specified Personnel's employing organisations to participate in the Project before the Specified Personnel commences on the Project.
- 9.1.2 For Projects involving overseas-based Partner Investigators who are not employed by the Administering Organisation, the Administering Organisation is not required to have the agreement of the employing organisation of the overseas-based Partner Investigator to participate in the Project.
- 9.1.3 Throughout the Project Period, at least one original Specified Personnel from the Application must remain active on the Project as a Chief Investigator.

9.2 Chief Investigators

- 9.2.1 Chief Investigators must reside for more than 50% of the Project Period in Australia, unless prior approval has been granted by the ARC through a Variation.
- 9.2.2 Unless Notified otherwise by the ARC, the Administering Organisation must ensure that all Chief Investigators:
 - (a) assess up to 20 new applications for ARC funding per Project per annum for the Project Period in accordance with instructions provided by the ARC; and
 - (b) input, update and maintain data in their RMS profile, including Field of Research (FoR) codes and expertise text in sufficient detail to enable matching of their expertise to ARC applications for the purposes of assignment and assessment.
- 9.2.3 If the Chief Investigator is a Project Leader, in addition to the requirements in clauses 9.2.1 and 9.2.2:
 - (a) subject to clause 9.2.3(b), the Project Leader must be employed by the Administering Organisation for at least 0.2 FTE for the Project Period; and
 - (b) if the Project Leader is an Honorary Academic:
 - (i) the Administering Organisation must have appropriate administrative controls in place to manage any and all risks that might arise from the Project Leader being an Honorary Academic; and

- (ii) the Project Leader must comply with any other requirements under the Grant Guidelines.

9.3 Partner Investigators

- 9.3.1 Unless Notified otherwise by the ARC, the Administering Organisation must ensure that all Partner Investigators regularly input, update and maintain data in their RMS profile.

9.4 Qualifications, Skills and Authorisations

- 9.4.1 The Administering Organisation must ensure that Personnel performing work in relation to the Project:
 - (a) are appropriately qualified and skilled to perform the work;
 - (b) have obtained the required Authorisations to perform the work, including as required by the Special Conditions; and
 - (c) maintain all necessary qualifications, skills and Authorisations for the duration of their involvement with the Project.

9.5 HDR Stipends Recipients

- 9.5.1 The Administering Organisation may pay for stipends using Grant Funds if Item 6 provides for the payment of such stipends.
- 9.5.2 For Projects in which one or more Higher Degree by Research (HDR) student stipends are to be paid using Grant Funds, the:
 - (a) recipient must be enrolled as an HDR student at an Eligible Organisation for the duration of the stipend;
 - (b) stipend must be paid in accordance with any other conditions specified in Item 6; and
 - (c) Administering Organisation (or Eligible Organisation as appropriate) retains responsibility for:
 - (i) managing the HDR student's candidature (including selection, appointment, periods of leave, and suspension of candidature); and
 - (ii) other costs of the HDR student's candidature (including costs of relocation, periods of leave and thesis production).

9.6 Other Personnel Requirements

- 9.6.1 Without limiting this clause 9, the Administering Organisation must comply with any other requirements relating to Personnel set out in Item 6.3.

10. Reporting

- 10.1 Without limiting any other provision in this Agreement, in administering and delivering Projects under this Agreement, the Administering Organisation:
 - 10.1.1 must meet all reporting requirements set out in this clause 10, and in Item 8; and
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- 10.1.2 acknowledges that giving false or misleading information to the Commonwealth is a serious offence under the *Criminal Code Act 1995* (Cth).
- 10.2 Throughout the Agreement Term, the Administering Organisation must submit the Reports specified in Column 1 of Table 3, in respect of each Project, in accordance with:
- 10.2.1 the timeframes specified in Column 2 of Table 3;
- 10.2.2 the format specified in Column 3 of Table 3;
- 10.2.3 the content requirements specified in Column 4 of Table 3; and
- 10.2.4 any other requirements Notified by the ARC to the Administering Organisation in writing from time to time.

Table 3

Column 1 – Report	Column 2 – Timeframe	Column 3 – Format	Column 4 – Content
End of Year Report	Unless otherwise agreed by the ARC, by 31 March each year during the Project Period.	Via RMS, in accordance with the applicable format and other instructions specified on the ARC website at https://www.arc.gov.au/manage-your-grant .	a. The Administering Organisation's receipt and expenditure of all Grant Funds attributable to the Funding Year; b. the amount of all Grant Funds (including any Grant Funds that the Administering Organisation has distributed in whole or in part to another Participating Organisation) that have not been spent; c. the amount of any Grant Funds that have not been spent, that the Administering Organisation is requesting to have carried over into the next Funding Year; d. the Administering Organisation's request to carry over the Grant Funds referred to in paragraph c. to the next year; e. if the request is to carry over 75 percent or more of the Grant Funds

			allocated for the Funding Year, or the request would have the effect of carrying Grant Funds over for more than 12 months, the Administering Organisation's reasons for requesting the ARC's approval to carry over the Grant Funds into the next year; and f. any other information requested by the ARC.
Nature of Employment Report	Within three (3) months after the Project End Date, unless otherwise agreed by the ARC.	Via RMS, in accordance with the format and instructions specified on the ARC website at https://www.arc.gov.au/manage-your-grant .	A summary of the Nature of Employment of Declaring Researchers employed at any point for the purposes of the Project.
Final Report	Within twelve (12) months after the Project End Date, unless otherwise agreed by the ARC.	Via RMS, in accordance with the applicable format and other instructions specified on the ARC website at https://www.arc.gov.au/manage-your-grant .	a. how data arising from the Project has been made publicly accessible, when appropriate; b. why any Research Outputs from the Project have not been made openly accessible within 12 months after the date that the Research Output was published (if applicable); and c. any other information requested by the ARC.
Independent Auditor Statement	Within six (6) months after receiving a request and Audit Terms of Reference from the ARC.	As set out in the ARC's Audit Terms of Reference and in accordance with any applicable format or other instructions specified on the ARC website at https://www.arc.gov.au/manage-your-grant .	As set out in the Audit Terms of Reference. This includes independent audit statements for the Administering Organisation's compliance with all of the terms and conditions of this Agreement, unless

			otherwise directed by the ARC.
Annual Assurance Questionnaire (Compliance Report)	Within the timeframes specified in the ARC's Notice to the DVCR.	Via RMS, in accordance with the applicable format and any other instructions specified in the ARC's Notice to the DVCR.	As set out in the applicable format in RMS, and in accordance with the ARC's Notice to the DVCR.
For Projects involving Participating Organisation contributions, Participating Organisation Agreed Contribution Report (POACR)	Within three (3) months after the ARC has Accepted a Variation Request that affects Participating Organisations' contributions to a Project.	Via RMS, in accordance with the applicable format and other instructions specified on the ARC website at: https://www.arc.gov.au/manage-your-grant .	As set out in the applicable format and other instructions for this report specified on the ARC's website at: https://www.arc.gov.au/manage-your-grant .
Post-Project Report	As requested by the ARC. The ARC may make such a request within five (5) years after submission of the Final Report.	As set out in the ARC's request for the Administering Organisation to provide the Post-Project Report.	As set out in the ARC's request for the Administering Organisation to provide the Post-Project Report. This may include additional information about subsequent Research Outputs and outcomes.
Additional Reports	As requested by the ARC from time to time during the Project Period.	As set out in the ARC's request for the Administering Organisation to provide the Additional Report.	As set out in the ARC's request for the Administering Organisation to provide the Additional Report.

10.3 For Projects involving Participating Organisations, the Administering Organisation must:

- 10.3.1 provide each Participating Organisation with timely notice of progress made on the Project; and
- 10.3.2 ensure that Participating Organisations provide timely input to enable and support the Administering Organisation's reporting to the ARC in accordance with this Agreement.

10.4 Upon receipt of a Report under this clause 10, the ARC may:

- 10.4.1 Accept the Report;
- 10.4.2 require the Administering Organisation to provide additional information to clarify, or in support of, the Report;
- 10.4.3 require the Administering Organisation to make revisions to the Report and resubmit the Report to the ARC for Acceptance;
- 10.4.4 vary the Grant Funds in accordance with the matters identified or set out in the Report;
- 10.4.5 exercise any of its other rights under this Agreement; or

- 10.4.6 do any combination of the activities identified in clauses 10.4.1 to 10.4.5.
- 10.5 Without limiting this clause 10, the ARC may contact the Administering Organisation up to five (5) years after the submission of the Final Report for information to assist with the evaluation of a grant opportunity, and the Administering Organisation must provide such information as reasonably requested by the ARC.

11. Progress and Performance

- 11.1 The Administering Organisation will not be relieved of any of its obligations or responsibilities under this Agreement because of:
- 11.1.1 the giving or withholding of any approval, or Acceptance, or the exercise or non-exercise of any right, by the ARC; or
 - 11.1.2 any payment to, or withholding of any payment from, the Administering Organisation under this Agreement.
- 11.2 Without limiting how the ARC may consider a Project's progress, outcomes and Research Outputs, the ARC may review the progress, outcomes and Research Outputs detailed in the Final Report for a Project against the Project's objectives detailed in the Application, any other part of this Agreement, and any Variation.
- 11.3 If:
- 11.3.1 the ARC is not satisfied with the:
 - (a) completeness or accuracy of the information supplied by the Administering Organisation under this Agreement;
 - (b) progress of a Project; or
 - (c) outcomes or Research Outputs of a Project; or
 - 11.3.2 the Administering Organisation fails to provide information as and when required under this Agreement,
- the ARC may:
- 11.3.3 require the Administering Organisation to submit additional, or more detailed, complete and accurate, information within the timeframes and in the formats specified by the ARC; and
 - 11.3.4 exercise any of the ARC's other rights under this Agreement.
- 11.4 The Administering Organisation acknowledges and agrees that, in accordance with applicable approved funding rules, the ARC may also consider:
- 11.4.1 a Project's progress, reporting, outcomes, and Research Outputs; and
 - 11.4.2 the performance and conduct of Project Participants,
- in connection with the assessment of other applications for grants of financial assistance from the ARC:
- 11.4.3 submitted by the Administering Organisation; or

- 11.4.4 otherwise involving or relating to a Project Participant (regardless of whether the Project Participant is still with the Administering Organisation at that time, or the Administering Organisation is involved in the application).

12. Conflicts of Interests

- 12.1 The Administering Organisation warrants that, to the best of its knowledge after making reasonable enquiries, either:
- 12.1.1 no Actual, Potential or Perceived Conflicts of Interests exist in relation to the Administering Organisation's or any other Project Participant's performance of this Agreement; or
 - 12.1.2 if any Actual, Potential or Perceived Conflict of Interests exists, the Administering Organisation has taken the necessary steps to resolve or otherwise manage and deal with the Actual, Potential or Perceived Conflict of Interests, including in accordance with this Agreement.
- 12.2 Throughout the Agreement Term, the Administering Organisation must maintain, implement, and comply with a COI Policy for:
- 12.2.1 documenting and managing Declaring Researchers' Actual, Potential and Perceived Conflicts of Interests; and
 - 12.2.2 Notifying the ARC of the existence of Declaring Researchers' Actual, Potential and Perceived Conflicts of Interests.
- 12.3 Without limiting clause 12.2, the COI Policy must, at a minimum:
- 12.3.1 detail the responsibilities and obligations of Declaring Researchers in relation to Actual, Potential and Perceived Conflicts of Interests (including to submit to the Administering Organisation updated Conflict of Interests declarations as circumstances change);
 - 12.3.2 detail the process that the Administering Organisation will follow when an Actual, Potential or Perceived Conflict of Interests is disclosed, or when the Administering Organisation otherwise becomes aware of one (including how the Administering Organisation will properly identify, assess and manage the Conflict of Interests);
 - 12.3.3 detail who will be responsible for administering and implementing the COI Policy;
 - 12.3.4 be consistent with:
 - (a) the ARC *Conflict of Interest and Confidentiality Policy*;
 - (b) the ARC *Research Integrity Policy*;
 - (c) the Responsible Research Code; and
 - (d) any other relevant policies as Notified by the ARC from time to time;
 - 12.3.5 be made available by the Administering Organisation to all Personnel (including Declaring Researchers); and
 - 12.3.6 subject to clause 12.4, be provided to the ARC's Due Diligence Team at ARC-DueDiligence@arc.gov.au:
 - (a) at the Agreement Commencement Date;
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- (b) when amended or replaced by the Administering Organisation; and
- (c) promptly following a request by the ARC.

12.4 If the Administering Organisation:

- 12.4.1 has previously provided the ARC a copy of the COI Policy as is required under clause 12.3.6 (either under this Agreement, or another agreement); and
- 12.4.2 complying with clause 12.3.6 would result in the Administering Organisation providing the ARC the same version of the COI Policy that was previously provided to the ARC,

then, provided that the Administering Organisation:

- 12.4.3 clearly describes to the ARC when and how the COI Policy was previously provided to the ARC; and
- 12.4.4 confirms that that version of the COI Policy remains current,

the Administering Organisation will be deemed to have complied with its obligation under clause 12.3.6.

12.5 Without limiting clause 12.2, and subject to any policy or similar document published by the ARC that establishes processes for declaring Conflicts of Interests to the ARC in accordance with the ARC Act, the Administering Organisation must:

12.5.1 prior to the Project Start Date:

- (a) Notify the ARC in writing and make full disclosure of all relevant information relating to any Actual, Potential or Perceived Conflict of Interests declared by Declaring Researchers in relation to the Project; and
- (b) provide an assurance by declaration that:
 - (i) the Administering Organisation has the appropriate mechanisms in place, including a COI Policy, to manage all Actual, Potential and Perceived Conflicts of Interests; and
 - (ii) all Actual, Potential and Perceived Conflicts of Interests are being managed in accordance with those mechanisms; and

12.5.2 during the Agreement Term:

- (a) ensure that Declaring Researchers declare all Actual, Potential and Perceived Conflicts of Interests (including any material change to a previously declared Actual, Potential or Perceived Conflict of Interests) in accordance with the Administering Organisation's COI Policy;
- (b) collect and respond to Actual, Potential and Perceived Conflict of Interests declarations from Declaring Researchers in accordance with the COI Policy;
- (c) respond to any other Actual, Potential or Perceived Conflicts of Interests of Declaring Researchers that the Administering Organisation becomes aware of, in accordance with the Administering Organisation's COI Policy;
- (d) Notify the ARC promptly of:

- (i) any material change relating to a Conflict of Interests disclosure that the Administering Organisation has disclosed to the ARC under clause 12.5.112.5.1(a);
 - (ii) a breach or a potential or suspected breach of the Responsible Research Code; or
 - (iii) the Administering Organisation's inability to manage an Actual, Potential or Perceived Conflict of Interests in accordance with the Administering Organisation's COI Policy or otherwise;
 - (e) promptly provide any information requested or required by the ARC in relation to any Actual, Potential or Perceived Conflict of Interests, the COI Policy, or how the Administering Organisation is monitoring and managing one or more Conflicts of Interests; and
 - (f) take any other steps that the ARC requires in relation to any Actual, Potential or Perceived Conflict of Interests, or Conflicts of Interests more generally (including the COI Policy).
- 12.6 For the purposes of clause 12.5, a 'material change' includes:
- 12.6.1 changes to Declaring Researchers;
 - 12.6.2 changes to previously declared or existing Actual, Potential or Perceived Conflicts of Interests; and
 - 12.6.3 new Actual, Potential or Perceived Conflicts of Interests arising for existing Declaring Researchers.
- 12.7 If:
- 12.7.1 a Declaring Researcher knowingly fails or omits to declare an Actual, Potential or Perceived Conflict of Interests; or
 - 12.7.2 the Administering Organisation (including due to any Declaring Researcher) otherwise breaches any of its obligations under this clause 12,
- the ARC may exercise any of its rights under this Agreement.
- 12.8 In complying with this clause 12, the Administering Organisation must comply with the following documents, as amended or updated from time to time:
- 12.8.1 the ARC *Conflict of Interest and Confidentiality Policy*;
 - 12.8.2 the Responsible Research Code; and
 - 12.8.3 the ARC *Research Integrity Policy*.
- 12.9 Without limiting or otherwise affecting this clause 12, the Administering Organisation must ensure that all Specified Personnel, and other Personnel that have access to RMS, keep their RMS profile up-to-date at all times throughout the Agreement Term, including with respect to:
- 12.9.1 their Conflicts of Interests;
 - 12.9.2 their affiliations with foreign entities, bodies and other organisations; and

- 12.9.3 any other matters Notified by the ARC to the Administering Organisation from time to time.

13. Research Integrity

13.1 Research Integrity Events

- 13.1.1 The Administering Organisation acknowledges that the ARC *Research Integrity Policy*:
- (a) sets out the research integrity requirements for all ARC-funded research projects; and
 - (b) among other things, applies to complaints about, and findings of, breaches of the Responsible Research Code that relate to:
 - (i) current or past ARC-funded projects;
 - (ii) current ARC-funded researchers, regardless of whether the matter relates to their current ARC-funded projects;
 - (iii) current grant applications submitted to the ARC;
 - (iv) named applicants on proposals in current ARC application processes, regardless of whether the matter relates to an ARC funding proposal; and
 - (v) ARC employees and anyone engaged on ARC business (for example, College of Expert members, committee members, panel members, external assessors, and all other contractors).
- 13.1.2 The Administering Organisation must comply with, and ensure that all Project Participants comply with, all applicable requirements of the ARC *Research Integrity Policy* and the Responsible Research Code in connection with each Project and this Agreement.
- 13.1.3 The Administering Organisation must Notify the ARC in writing of a Research Integrity Event:
- (a) within the timeframe specified in the ARC *Research Integrity Policy* for Notifying the ARC of that kind of Research Integrity Event; or
 - (b) if no timeframe is specified in the ARC *Research Integrity Policy* for that kind of Research Integrity Event, immediately after the Administering Organisation becomes aware of the Research Integrity Event.
- 13.1.4 In addition to any requirements specified in the ARC *Research Integrity Policy*, the Notice provided under clause 13.1.3 must include:
- (a) a summary of the Research Integrity Event;
 - (b) the date that the Research Integrity Event occurred; and
 - (c) details of who was involved in the Research Integrity Event, including the Project Participants.
- 13.1.5 The ARC may Notify the Administering Organisation of an event that is to be treated as a Research Integrity Event for the purposes of this clause 13.1. If this
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occurs, then the Administering Organisation must issue a Notice under clause 13.1.3 in relation to the event within ten (10) days (or such longer timeframe as agreed by the ARC) after the ARC's Notice to the Administering Organisation under this clause 13.1.5

- 13.1.6 If requested by the ARC, the Administering Organisation must provide to the ARC any additional information regarding a Research Integrity Event within ten (10) days after the request (or such longer timeframe as agreed by the ARC).
- 13.1.7 Without limiting any other right or obligation under this Agreement or at law, in response to a Research Integrity Event, the ARC may:
- (a) undertake any actions, and exercise any rights, expressed as being able to be undertaken or exercised by the ARC under the *Research Integrity Policy* (including precautionary and consequential actions), which for clarity, shall also be deemed to be the undertaking of actions, and exercise of rights, under this Agreement; and
 - (b) exercise any of the ARC's other rights under this Agreement.
- 13.1.8 The Administering Organisation acknowledges and agrees that the ARC's ability to exercise rights in response to Research Integrity Events as contemplated by clauses 13.1.1 to 13.1.7 is necessary, appropriate and proportionate, having regard to the objects of the ARC Act, and the ARC's functions and obligations (including to ensure the proper use of Commonwealth resources).

13.2 Provision of Information

- 13.2.1 The Administering Organisation must, on request, provide documentation and information to the ARC, or the Australian Research Integrity Committee (**ARIC**), or both, concerning:
- (a) breaches or potential breaches of the Responsible Research Code; and
 - (b) the processes and steps relied upon and undertaken by the Administering Organisation to investigate and manage such breaches or potential breaches.
- 13.2.2 The Administering Organisation must, on request, provide written assurance within the timeframe specified in the request, confirming that the Administering Organisation and all of its Personnel have observed appropriate conduct standards in connection with a Project, including compliance with:
- (a) the ARC *Research Integrity Policy*;
 - (b) the Responsible Research Code; and
 - (c) all applicable laws.
- 13.2.3 If specified in a request, or the Administering Organisation is subsequently instructed, the written assurance provided under clause 13.2.2 must identify and describe any risk mitigation measures that the Administering Organisation will implement, or is currently implementing, to ensure the ongoing observance of appropriate conduct standards in connection with a Project.
- 13.2.4 A written assurance under clause 13.2.2 must be provided by:
- (a) a representative of the Administering Organisation nominated in the request; or

- (b) if no representative is nominated in the request, one of the Administering Organisation's Deputy Vice Chancellors (or equivalent).

13.2.5 The ARC, ARIC, or both, may:

- (a) make requests to the Administering Organisation;
- (b) issue instructions to the Administering Organisation; and
- (c) receive documentation, information, and assurances, pursuant to clauses 13.2.1 to 13.2.4, and for clarity, when ARIC does any of those things, it does so with the full authority of, and entitlement to all rights and privileges granted to, the ARC under this Agreement.

13.2.6 If the Administering Organisation fails to comply with any of clauses 13.2.1 to 13.2.4, the ARC may:

- (a) exercise any of its applicable rights under this Agreement; and
- (b) take any other actions that the ARC considers reasonably necessary to ensure that a Project is being undertaken in accordance with appropriate conduct standards.

13.3 **Suspension of Project Participants**

13.3.1 During the Project Period, the ARC may issue a Suspension Notice in accordance with clause 13.3.2.

13.3.2 The ARC may issue a Suspension Notice under clause 13.3.1 if the ARC is of the reasonable opinion that the Project Participant:

- (a) is temporarily unable or unfit to properly perform their responsibilities in connection with the Project;
- (b) is engaging, or has engaged, in inappropriate conduct in connection with the Project, including by failing to act in accordance with the Responsible Research Code, or any other requirement under this Agreement; or
- (c) is the subject of, or involved in, a Research Integrity Event.

13.3.3 If the ARC issues a Suspension Notice, for the period specified in the Suspension Notice, the Administering Organisation must ensure that the Project Participant that is the subject of the Suspension Notice does not perform any part of the Project, or other activity in connection with this Agreement or the ARC, that falls within the scope of the Suspension Notice.

13.4 **Removal of Project Participants**

13.4.1 During the Project Period, the ARC may issue a Removal Notice in accordance with clause 13.4.2.

13.4.2 The ARC may issue a Removal Notice under clause 13.4.1 if the ARC is of the reasonable opinion that the Project Participant:

- (a) is unable or unfit to properly perform their responsibilities in connection with the Project;

- (b) is engaging, or has engaged, in inappropriate conduct in connection with the Project, including by failing to act in accordance with the Responsible Research Code, or any other requirement under this Agreement; or
- (c) is the subject of, or involved in, a Research Integrity Event.

13.4.3 If the ARC issues a Removal Notice, the Administering Organisation must immediately remove the Project Participant that is the subject of the Removal Notice from the Project, and not allow them to have any further involvement in the Project, or access to Grant Funds.

13.4.4 Subject to clause 13.5, following the removal of the Project Participant in accordance with clauses 13.4.1 to 13.4.3, the Administering Organisation may (by submitting a Variation Request) propose replacement Project Participants with suitable skills and qualifications to perform the tasks and activities associated with the Project previously performed by the Project Participant that is the subject of the Removal Notice.

13.5 **No effect on rights or obligations**

13.5.1 Nothing in clauses 13.2, 13.3 or 13.4 limits or otherwise affects the:

- (a) Administering Organisation's obligations to conduct the Project in accordance with this Agreement; or
- (b) ARC's ability to exercise any of its other rights in respect of this or any other Project Participant, either under this Agreement or otherwise.

13.5.2 Clause 13.4.4 does not apply if:

- (a) the removed Project Participant is the sole Chief Investigator for a Project; or
- (b) replacing the Project Participant would result in an eligibility requirement or similar condition under the Grant Guidelines, which the Application needed to meet to be eligible to receive the Grant Funds, no longer being met.

Part 3 General Matters

14. Acknowledgments

- 14.1.1 Subject to clause 14.1.2, the Administering Organisation must ensure that the outcomes of Projects are communicated to the research community and to the community at large.
- 14.1.2 Clause 14.1.1 does not require the Administering Organisation to communicate Project outcomes to the extent that to do so would result in, or be likely to result in a:
- (a) breach of an obligation of confidence that the Administering Organisation or another Project Participant owes to a third party; or
 - (b) loss, or a potential loss, of Intellectual Property Rights.
- 14.1.3 The Administering Organisation must acknowledge the ARC's contribution and support in a prominent place, and in accordance with applicable format requirements specified on the ARC website, in all Material, publications and promotional and advertising materials published in connection with this Agreement or a Project.
- 14.1.4 In addition to the requirements of clause 14.1.3, if the Research Output is a publication:
- (a) the relevant ARC Project ID must be included in a prominent place in the publication; and
 - (b) metadata for the Research Output must:
 - (i) include the ARC Project ID;
 - (ii) list the ARC as a grant source; and
 - (iii) contain a permanent Digital Object Identifier for the Research Output, or if a Digital Object Identifier is not available, then a permanent Uniform Resource Locator (**URL**) link.
- 14.1.5 For Projects involving Participating Organisations required to announce their involvement in a Project to the Australian Securities Exchange, to the extent permitted by law, this must only be done once the Participating Organisation Agreements have been executed as required by clause 7.1.

15. Record Keeping, Material and Intellectual Property
15.1 Record Keeping

- 15.1.1 Project Participants must collect and maintain research data in accordance with the Responsible Research Code.

- 15.1.2 Without limiting clause 15.1.1, the Administering Organisation must keep detailed and accurate records regarding the conduct and management of each Project and Grants Funds, including:
- (a) financial accounts for the use and management of Grant Funds provided for a Project;
 - (b) the Project documentation required under clause 7.1;
 - (c) evidence of the relevant qualifications, skills and Authorisations required under clause 9.4;
 - (d) records of selection and recruitment processes related to the Project;
 - (e) such information as is necessary to ensure the completion, or any future transfer of, the Project; and
 - (f) records as otherwise required to verify the Administering Organisation's compliance with this Agreement or as Notified by the ARC.
- 15.1.3 Without limiting any other obligation in this Agreement, and unless otherwise approved by the ARC, the Administering Organisation must deposit data arising from a Project in an appropriate publicly accessible discipline or institutional repository.
- 15.1.4 With respect to the records that the Administering Organisation is required to hold under this clause 15.1, the Administering Organisation must:
- (a) keep those records for not less than seven (7) years after the Agreement End Date; and
 - (b) provide copies of the records to the ARC upon the ARC's request, in the timeframes specified by the ARC.

15.2 Project Material

- 15.2.1 The Administering Organisation must establish and comply with its own policies, procedures and arrangements for the ownership and management of all Project Material and Existing Material.
- 15.2.2 For all Project Material, the Administering Organisation 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 Project;
 - (b) make arrangements acceptable to the ARC 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 Final Report and as required by any other report for the Project specified in Item 8.
- 15.2.3 In administering and delivering a Project, the Administering Organisation must ensure that it and the Project:
- (a) comply with the *ARC Open Access Policy* on the dissemination of research findings; and

- (b) incorporate appropriate processes in their governance for the management of Project Material and Existing Material.

15.3 Accuracy of Information

15.3.1 The Administering Organisation:

- (a) must ensure that all information provided to the ARC in relation to the Project and this Agreement is complete, accurate and not misleading; and
- (b) acknowledges that the ARC provides Grant Funds to the Administering Organisation in reliance of the Application, and all other information provided in relation to the Project and this Agreement, being complete, accurate and not misleading.

15.3.2 For the purposes of clause 15.3.1, inaccurate and misleading information includes:

- (a) claiming fictitious track records;
- (b) over or under-representing funds obtained from other sources; and
- (c) false claims in the publication record (for example, describing a paper as being 'in press' or accepted even though it has only been submitted).

15.4 Intellectual Property

15.4.1 The Administering Organisation must:

- (a) maintain and adhere to an Intellectual Property Rights policy which:
 - (i) has as one of its aims the maximisation of benefits to Australia arising from publicly-funded research; and
 - (ii) unless otherwise approved by the ARC, complies with the *National Principles of Intellectual Property Management for Publicly Funded Research*; and
- (b) ensure that all Project Participants are familiar with:
 - (i) the Intellectual Property Rights applicable to Existing Material; and
 - (ii) Intellectual Property Rights frameworks, including for the identification, protection and use of Intellectual Property Rights, relevant to the research areas that form part of the Project.

15.4.2 The ARC makes no claim on the ownership in respect of:

- (a) Intellectual Property Rights brought into being as a result of this Agreement or a Project (including Project Material); or
- (b) Existing Material.

15.5 Copyright in applications and reports

- 15.5.1 Copyright in any Application and all reports provided under this Agreement vests in the Administering Organisation at the time of creation.

15.6 Licence

15.6.1 Subject to clause 15.6.2, the Administering Organisation grants to (or must procure for) the ARC a permanent, irrevocable, royalty-free, worldwide, non-exclusive licence (including a right to sublicense) to use and reproduce information contained in an Application, Reports, Project Material, and Existing Material, and to publish it on a non-profit basis for any purpose related to:

- (a) the exercise of rights, or performance of obligations under, this Agreement;
- (b) the evaluation and assessment of applications for grants of financial assistance from the ARC;
- (c) verifying the accuracy, consistency and adequacy of information contained in an application, or otherwise provided to the ARC;
- (d) the preparation, administration and management of any agreement, including this Agreement;
- (e) the administration, auditing, management or evaluation of the National Competitive Grants Program or any other funding scheme administered by the ARC;
- (f) the sharing of information by the ARC within the ARC's organisation, with another Commonwealth entity, with a Commonwealth Minister or a House or Committee of the Parliament of Australia, or with anyone else if this serves the Commonwealth's legitimate interests; and
- (g) a use, reproduction or publication as authorised or required by law.

15.6.2 The ARC's licence under clause 15.6.1 does not include a right to commercialise information contained in an Application, Reports, Project Material, and Existing Material.

15.7 Confidentiality

15.7.1 Subject to this clause 15.7, a Party must ensure that:

- (a) any Confidential Information received in connection with this Agreement, a Project or Grant Funds is protected so as to maintain the confidential nature of the information; and
- (b) there is a written approval from the other Party prior to disclosing the other Party's Confidential Information.

15.7.2 Despite clause 15.7.1:

- (a) a Party may disclose the other Party's Confidential Information as:
 - (i) required by law; or
 - (ii) authorised by Parliament; and
- (b) the ARC may disclose the Administering Organisation's Confidential Information if the ARC is:
 - (i) providing information about the Project or Grant Funds in accordance with Commonwealth accountability and reporting requirements;

- (ii) disclosing the information to:
 - A. a Minister of the Australian Government, or a House or a Committee of the Commonwealth Parliament;
 - B. the ARC's personnel (including contracted personnel) or another Commonwealth entity where this serves the Commonwealth's legitimate interests;
 - C. officers, employees, ARC assessors, or other third parties, when required to enable effective assessment, evaluation, management or auditing of schemes or programs funded by the ARC, or any agreement; or
 - D. comply with obligations, or to exercise rights, under the ARC *Research Integrity Policy*;
- (iii) disclosing the information in accordance with any other provision of this Agreement or the Grant Guidelines; or
- (iv) disclosing the information after it is already in the public domain other than due to a breach of this clause 15.7.

15.7.3 The ARC acknowledges that the Final Report for the Project and information which is contained in any Reports related to the Project (**Reporting Information**) may contain material that is commercial-in-confidence or highly sensitive.

15.7.4 Subject to this clause 15.7, the ARC agrees to:

- (a) hold Reporting Information as confidential, excluding information specifically provided for public release; and
- (b) consult with the Administering Organisation for three (3) years after the date of submission of the Final Report for the Project, before disclosing the Reporting Information.

15.7.5 If a Party is compelled by law to disclose the other Party's Confidential Information, to the extent permitted by law, the compelled Party must inform the other Party about the disclosure, including to enable the other Party to seek protective or other orders if necessary.

15.8 Dealing with Project Material

15.8.1 Subject to, and without limiting any other provision of, this Agreement, and to the extent not inconsistent with the ARC's functions or any other power or requirement under law, the ARC will use reasonable endeavours to ensure that its use, handling and storage of Project Material will not prevent or inhibit a Project Participant from:

- (a) registering, or applying to register, Project Material (or part of it) under a law to protect Intellectual Property Rights in or related to the Project Material; or
- (b) to the extent permitted by this Agreement, commercialising Project Material.

15.8.2 The ARC will not be liable to the Administering Organisation for any act or omission that has one or more effects referred to in clause 15.8.1, regardless of whether any claim that might otherwise be available is based on breach of contract, in tort (including negligence), in equity, or in any other legal theory.

- 15.8.3 Nothing in this clause 15.8 operates to limit or otherwise affect the ARC's ability to exercise any right under this Agreement in response to any breach of, or failure to comply with, this Agreement by the Administering Organisation (including through a Project Participant).

16. Resource Management

16.1 Access

- 16.1.1 The Administering Organisation must give the ARC, and anyone authorised in writing by the ARC, when required by a Notice from the ARC, unhindered access to:
- (a) premises where the Project is being performed, or where Material relating to the Project is kept; and
 - (b) inspect and take copies of any Material relevant to the Project.
- 16.1.2 The Administering Organisation must give the ARC and any persons authorised in writing by the ARC reasonable assistance to locate and inspect Material relevant to any Project, and the Administering Organisation's compliance with this Agreement.

16.2 Monitoring

- 16.2.1 The Administering Organisation is responsible for:
- (a) monitoring the expenditure of Grant Funds; and
 - (b) certifying and substantiating to the ARC that Grant Funds have been used and dispersed in accordance with this Agreement, including in the End of Year Report.
- 16.2.2 If at any time, in the opinion of the Administering Organisation's Vice-Chancellor or other corporate head (including any delegate or nominee of that person), Grant Funds are not being, or have not been, expended or used in accordance with this Agreement, the Administering Organisation must:
- (a) immediately Notify the ARC, providing details of the expenditure, and how the expenditure was inconsistent with this Agreement; and
 - (b) take all action necessary to prevent or minimise further expenditure in relation to the Project, until instructed otherwise in writing by the ARC.
- 16.2.3 Upon receipt of Notice from the ARC, or any person authorised in writing by the ARC, the Administering Organisation must:
- (a) provide any information required by the ARC for monitoring and evaluation purposes;
 - (b) comply with all reasonable requests, directions, and monitoring requirements received from the ARC; and
 - (c) cooperate with and assist the ARC in any review or other evaluation that the ARC undertakes.
- 16.2.4 Nothing in this clause 16.2 affects the obligation of each Party to continue to perform its respective obligations under this Agreement.
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16.3 Equipment and Assets

- 16.3.1 Unless otherwise approved by the ARC, Grant Funds may only be used to purchase an Asset if the Asset would advance the achievement of one or more Project objectives.
- 16.3.2 Once an Asset is purchased in accordance with clause 16.3.1, the Administering Organisation and Other Eligible Organisations must:
- (a) establish and comply with procedures and arrangements for installing, recording, maintaining and insuring the Asset;
 - (b) ensure that at all times, Project Participants have priority in the use and operation of the Asset for the Project;
 - (c) ensure that any use or operation of the Asset by a person who is not a Project Participant:
 - (i) does not inhibit or obstruct Project Participants' use and operation of the Asset;
 - (ii) is consistent with the function or purpose for which the Asset was designed or intended; and
 - (iii) is for the purposes of producing or contributing to Research Outputs; and
 - (d) so far as is practicable, permit other persons authorised by the ARC to have priority access to use or operate those Assets in preference to other persons.
- 16.3.3 Unless otherwise approved by the ARC, and subject to this clause 16.3:
- (a) the ownership of any Asset purchased wholly or partly with the Grant must vest in the Administering Organisation or one of the Other Eligible Organisations involved in the Project;
 - (b) be located on the Administering Organisation's or Other Eligible Organisation's campus; and
 - (c) be listed in the Administering Organisation's or Other Eligible Organisation's assets register unless:
 - (i) otherwise specified in the Application or a Special Condition; or
 - (ii) the Project is transferred to another Eligible Organisation, and the ARC agrees in writing that ownership and possession of the Asset may also be transferred to the recipient Eligible Organisation.
- 16.3.4 If the Project is Relinquished, or the ARC implements a Project Termination or Agreement Termination for default, the ARC may, at its election by Notice:
- (a) require the transfer of ownership and possession of any Asset purchased using Grant Funds to the ARC;
 - (b) require repayment of a sum of money equivalent to the purchase price paid for the Asset as part of the repayment of Grant Funds under clause 22.5.1(c)(i); or

- (c) offer any Asset purchased using Grant Funds to the Administering Organisation or a Partner Organisation for purchase.
- 16.3.5 After the expiration of this Agreement, or if the ARC implements an Agreement Termination or Project Termination for convenience, the Administering Organisation or Other Eligible Organisations will retain ownership of all Assets purchased using the Grant Funds.

17. Liability

17.1 Liability

- 17.1.1 The Administering Organisation acknowledges and agrees that:
- (a) while Project Participants may be involved in conducting Projects, this Agreement is between and binds the Administering Organisation and the ARC;
 - (b) if any provision of this Agreement requires that Project Participants perform or engage in, or refrain from performing or engaging in, an act, that provision includes an obligation on the Administering Organisation to ensure that the Project Participant performs or engages in, or refrains from performing or engaging in, that act; and
 - (c) the Administering Organisation is:
 - (i) responsible for the performance of this Agreement, and will not be relieved of that responsibility because of the involvement of any Project Participant; and
 - (ii) liable for any breach of this Agreement, notwithstanding that one or more Project Participants might have caused or contributed to the breach.
- 17.1.2 Each Party must use their reasonable endeavours to mitigate any loss or damage that they might suffer in relation to this Agreement, or any matter arising out of it, if the other Party is liable (or likely to be liable) for the loss or damage (whether because of breach of this Agreement or otherwise).
- 17.1.3 The Liability of a Party to the other Party in relation to this Agreement will be reduced proportionately to the extent the other Party incurring the loss or suffering the damage has caused or contributed to the Liability.

17.2 Indemnities

- 17.2.1 The Administering Organisation must indemnify the ARC, and the ARC's Indemnitees, against all Liabilities arising out of or in connection with the Project, and the Administering Organisation's performance of this Agreement.
- 17.2.2 The Administering Organisation's obligation to indemnify under clause 17.2.1 will reduce proportionally to the extent any act or omission involving fault on the part of the ARC or the ARC's Indemnitees caused or contributed to the Liability.

17.3 Intellectual Property Indemnity

- 17.3.1 The Administering Organisation must indemnify the ARC and the ARC's Indemnitees, against all Liabilities arising out of or in connection with any actual or

alleged infringement of a third party's Intellectual Property Rights in connection with this Agreement, the Project or Grant Funds.

- 17.3.2 The Administering Organisation's obligation to indemnify under clause 17.3.1 will reduce proportionally to the extent any act or omission involving fault on the part of the ARC or the ARC's Indemnitees contributed to the Liability.

17.4 Insurance

17.4.1 The Administering Organisation must:

- (a) maintain insurance of such kinds, and at such levels, as a reasonable person in the position of the Administering Organisation would maintain, having regard to the rights and obligations of the Administering Organisation under this Agreement, for as long as any obligations remain in connection with this Agreement; and
- (b) provide evidence of the terms and currency of the insurance to the ARC promptly following a request by the ARC.

18. Compliance

18.1 Compliance with legislation and policies

18.1.1 In carrying out and performing its obligations under this Agreement, the Administering Organisation must, and must ensure that all Project Participants comply with:

- (a) all laws applicable to the performance of this Agreement and each Project; and
- (b) any Commonwealth (including ARC) policies, as Notified, referred, or made available by the Commonwealth to the Administering Organisation (including by reference to an internet site).

18.1.2 Without limiting clause 18.1.1(a), the Administering Organisation must at all times comply with the requirements of the:

- (a) *Age Discrimination Act 2004* (Cth);
- (b) *Disability Discrimination Act 1992* (Cth);
- (c) *Sex Discrimination Act 1984* (Cth);
- (d) *Racial Discrimination Act 1975* (Cth); and
- (e) to the extent that any obligations apply, the *Workplace Gender Equality Act 2012* (Cth).

18.1.3 Without limiting clause 18.1.1(b), and unless otherwise approved by the ARC in writing, the Project and Project Participants must conform to the principles outlined in the following and their successor documents:

- (a) the Responsible Research Code; and
 - (b) as applicable:
 - (i) the *National Statement on Ethical Conduct in Human Research*;
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- (ii) the National Health and Medical Research Council's (NHMRC) *Ethical conduct in research with Aboriginal and Torres Strait Islander Peoples and communities: Guidelines for researchers and stakeholders*;
- (iii) *AIATSIS Code of Ethics for Aboriginal and Torres Strait Islander Research*;
- (iv) *Creative Australia Protocols for using First Nations Cultural and Intellectual Property in the Arts*; and
- (v) the *Australian Code for the care and use of animals for scientific purposes*.

18.2 **Fraud**

18.2.1 The Administering Organisation:

- (a) must take all reasonable measures to prevent, detect and investigate any Fraud that may occur, is occurring or has occurred under or in connection with this Agreement or any Project; and
- (b) acknowledges and agrees that the obligation under clause 18.2.1(a) extends to any Fraud which has or may be committed by any Project Participants.

18.2.2 If the Administering Organisation becomes aware of any:

- (a) Fraud in relation to the performance of the Project; or
- (b) other Fraud that has had or may influence or impact the performance of the Project,

then the Administering Organisation must:

- (c) within five (5) Business Days Notify the ARC of the matter, and report the matter to all appropriate law enforcement and regulatory agencies; and
- (d) investigate any Fraud referred to in this clause 18.2 in accordance with the Australian Government Investigations Standards available at www.ag.gov.au.

18.2.3 The ARC may, at its discretion, investigate any Fraud in relation to the Project. The Administering Organisation must co-operate and provide all reasonable assistance required by the ARC in relation to such an investigation at the Administering Organisation's own cost (and for clarity, the Administering Organisation may not use Grant Funds to provide any co-operation or assistance in accordance with this clause 18.2.3).

18.2.4 If the investigation finds that the Administering Organisation or any other Project Participants have committed Fraud, or that the Administering Organisation failed to take reasonable steps to prevent Fraud occurring, the ARC may undertake any actions or exercise any rights provided under this Agreement.

18.3 **Child Safety**

18.3.1 The Administering Organisation must:

- (a) comply with all relevant legislation relating to the employment or engagement of Child-Related Personnel in relation to this Agreement, Projects and Grant Funds, including all necessary Working With Children Checks; and
- (b) ensure that Working With Children Checks obtained in accordance with this clause 18.3.1 remain current and that all Child-Related Personnel continue to comply with all relevant legislation for the duration of their involvement in the Project.

18.3.2 The Administering Organisation must, in relation to each Project:

- (a) implement and comply with the National Principles for Child Safe Organisations;
- (b) ensure that all Child-Related Personnel implement and comply with the National Principles for Child Safe Organisations; and
- (c) provide any other evidence required by the ARC by Notice from time to time to confirm the Administering Organisation's compliance with this clause 18.3.2.

18.3.3 Without limiting clause 18.3.2, the Administering Organisation must, in respect of each Project:

- (a) complete and update, at least annually, a risk assessment to identify the level of:
 - (i) responsibility for Children; and
 - (ii) risk of harm or abuse to Children;
- (b) develop, implement and update, at least annually, a risk management strategy to manage risks identified under clause 18.3.3(a); and
- (c) 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) the Administering Organisation's risk management strategy required by this clause 18.3; and
 - (iii) relevant legislation relating to:
 - A. requirements for working with Children, including Working With Children Checks; and
 - B. mandatory reporting of suspected child abuse or neglect, however described.

18.3.4 Upon Notice to the Administering Organisation, the ARC may conduct a review of the Administering Organisation's compliance with this clause 18.3.

18.3.5 The Administering Organisation must, in relation to this Agreement, Projects and Grant Funds:

- (a) Notify the ARC of any failure to comply with this clause 18.3;

- (b) co-operate with the ARC in any review conducted by the ARC of the Administering Organisation's implementation of or compliance with the National Principles for Child Safe Organisations or this clause 18.3; and
- (c) promptly, and at the Administering Organisation's own cost, take such action as is necessary to rectify, to the ARC's satisfaction, any failure to implement the National Principles for Child Safe Organisations or any other failure to comply with this clause 18.3.

18.4 Privacy

- 18.4.1 When dealing with Personal Information in connection with this Agreement, a Project or Grant Funds, the Administering Organisation must:
- (a) use or disclose that Personal Information only for the purposes of this Agreement, Project or administering Grant Funds, subject to any exceptions in the *Privacy Act 1988* (Cth);
 - (b) comply with the requirements of the *Privacy Act 1988* (Cth), including in respect of sending any Personal Information outside of Australia; and
 - (c) not do any act or engage in any practice which, if done or engaged in by the ARC, would breach one or more of the Australian Privacy Principles.
- 18.4.2 The Administering Organisation must Notify the ARC as soon as possible if:
- (a) the Administering Organisation becomes aware of a breach or possible breach of any of the obligations contained, or referred to, in this clause 18.4 (including by any Project Participant); or
 - (b) in relation to Personal Information obtained in connection with this Agreement, a Project or administering Grant Funds, the Administering Organisation:
 - (i) becomes aware that a disclosure of such Personal Information may be required by law; or
 - (ii) is approached by the Privacy Commissioner.
- 18.4.3 The Administering Organisation must comply with any directions given by the ARC in response to a Notification under clause 18.4.2 that the ARC considers necessary to ensure compliance with the *Privacy Act 1988* (Cth).
- 18.4.4 The Administering Organisation must ensure that any Project Participant that deals with Personal Information for the purposes of this Agreement, a Project or administering Grant Funds is aware of and complies with the:
- (a) requirements of the *Privacy Act 1988* (Cth) (or any equivalent applicable law); and
 - (b) Administering Organisation's obligations under this clause 18.4.

18.5 Eligible Data Breaches

- 18.5.1 Without limiting clause 18.4, if the Administering Organisation becomes aware that there are reasonable grounds to suspect that there may have been an Eligible Data Breach in relation to any Personal Information held by any Project Participant in connection with this Agreement or the Project, the Administering Organisation must:

- (a) Notify the ARC as soon as possible, and in any case, within three (3) days of an actual or suspected Eligible Data Breach arising; and
 - (b) unless otherwise directed by the ARC, carry out an assessment in accordance with the requirements of the *Privacy Act 1988* (Cth).
- 18.5.2 If the Administering Organisation is aware that there are reasonable grounds to believe that there has been, or if the ARC Notifies the Administering Organisation that there has been, an Eligible Data Breach in relation to any Personal Information held by any Project Participant in connection with this Agreement or the Project, the Administering Organisation must:
- (a) take all reasonable actions to mitigate the risk of the Eligible Data Breach causing serious harm to any of the individuals to whom the Eligible Data Breach relates;
 - (b) take all other action necessary to comply with the requirements of the *Privacy Act 1988* (Cth); and
 - (c) take any other action as reasonably directed by the ARC.
- 18.5.3 The Administering Organisation must ensure that all agreements with Project Participants (including Participating Organisation Agreements) impose on the Project Participant the same obligations regarding privacy and Eligible Data Breaches that the Administering Organisation has under this Agreement.
- 18.5.4 The Administering Organisation must Notify the ARC as soon as possible if the Administering Organisation becomes aware of any breach, or possible breach, of this clause 18.5.

19. Assignments and Waivers

- 19.1 Subject to clause 19.219.2.2 the Administering Organisation cannot assign any of its rights under this Agreement without the prior written consent of the ARC, and any purported assignment by the Administering Organisation in contravention of this clause 19.119.1 is void.
- 19.2 Clause 19.119.1 does not operate to prevent the Administering Organisation transferring:
- 19.2.1 Intellectual Property Rights to Project Participants in accordance with this Agreement; or
 - 19.2.2 Assets to other Eligible Organisations in accordance with clause 16.3.3.
- 19.3 Without limiting clause 19.119.1, the Administering Organisation must consult the ARC before entering into negotiations with any other person for the purposes of entering into arrangements that will require a novation of, or involve any assignment of rights under, this Agreement.
- 19.4 An election or waiver by a Party under this Agreement is only effective:
- 19.4.1 if it is given in a Notice; and
 - 19.4.2 signed by the Party giving the Notice, and only to the extent specified in that notice.

- 19.5 Any:
- 19.5.1 delay by a Party in exercising any of its rights under this Agreement does not operate as an election or waiver in respect of those rights; or
- 19.5.2 partial exercise by a Party of any of its rights under this Agreement does not prevent the Party from subsequently exercising the remainder of those rights.

20. Communications and Notices

- 20.1 Project Participants must direct all queries regarding Grant Funds and Projects to the Research Office in the first instance.
- 20.2 Without limiting clause 21, any Notice, request or other communication to be given or served under this Agreement must be in writing and addressed to the other Party's representative at the address or email as set out in clauses 20.3 and 20.4, or such other address or location as a Party may Notify the other from time to time in accordance with this clause 20.
- 20.3 The ARC's representative is specified in Table 4.

Table 4

For Research Integrity-related matters (including all Notices under clause 13) — ARC Research Integrity Representative	
<i>ARC Research Integrity Representative</i>	ARC Research Integrity
<i>Postal Address</i>	Australian Research Council GPO Box 2702 CANBERRA ACT 2601
<i>Courier Address</i>	Level 4, 47 Bowes Street PHILLIP ACT 2606
<i>Business Hours Telephone</i>	02 6287 6600
<i>Email</i>	ResearchIntegrity@arc.gov.au
For all other matters — ARC Key Representative	
<i>ARC Key Representative</i>	ARC Post Award
<i>Postal Address</i>	Australian Research Council GPO Box 2702 CANBERRA ACT 2601
<i>Courier Address</i>	Level 4, 47 Bowes Street PHILLIP ACT 2606
<i>Business Hours Telephone</i>	02 6287 6600
<i>Email</i>	ARC-Postaward@arc.gov.au

- 20.4 The Administering Organisation's address for communications and Notices is the address recorded within RMS (found in the 'Address for Notices' field under 'Manage Organisation', accessible from the 'Action Centre'). The Administering Organisation must ensure that this address remains current and accurate throughout the Agreement Term.
- 20.5 A Notice, request or other communication under this Agreement is deemed to be received:
- 20.5.1 if delivered by hand, upon delivery;
- 20.5.2 if sent by pre-paid post:

- (a) two (2) Business Days after being sent if both Parties are located in Australia; and
 - (b) five (5) Business Days after being sent by air mail from one country to another; and
- 20.5.3 if sent by email, when the email enters the recipient's information system unless the:
 - (a) sender's information system receives a message within one Business Day that the email has not been delivered to the recipient; or
 - (b) receipt or entry into the recipient's information system is not on a Business Day or is after 5.00pm (recipient's local time) on a Business Day, in which case the Notice is deemed to be delivered at 9.00am (recipient's local time) on the next Business Day.
- 20.6 Each Party must promptly Notify the other Party of anything likely to adversely affect the undertaking of the Project or performance of this Agreement.

21. Variations

- 21.1 This Agreement (including each Project) may only be varied in writing that is:
 - 21.1.1 undertaken pursuant to clause 21.2;
 - 21.1.2 signed in physical or electronic form by both Parties; or
 - 21.1.3 Accepted by both Parties.
- 21.2 The ARC may, at any time during the Agreement Term, Vary this Agreement by Notice to the Administering Organisation to:
 - 21.2.1 the extent necessary, to ensure that this Agreement remains consistent with, and operates in accordance with:
 - (a) the ARC Act;
 - (b) other applicable Commonwealth laws; and
 - (c) applicable Commonwealth policies; or
 - 21.2.2 make minor administrative changes that do not materially change or increase the Administering Organisation's obligations under this Agreement.
- 21.3 Variations made pursuant to clause 21.2 will take effect from the date specified in the Notice, and do not require any further action or instrument to be effective.
- 21.4 Subject to this clause 21, and any additional requirements specified in Item 9, unless otherwise agreed by the ARC, the Administering Organisation:
 - 21.4.1 must submit a Variation Request to the ARC for any change that the Administering Organisation proposes to this Agreement, a Project, or the Grant; and
 - 21.4.2 at the point of submitting the Variation Request, will be deemed to have Accepted the Variation Request for the purposes of clause 21.1.3.

- 21.5 The ARC may, in its sole and absolute discretion, Accept, reject, partially Accept, or conditionally Accept, any Variation Request. If the ARC:
- 21.5.1 Accepts a Variation Request, a Variation will be effected on the terms of the Variation Request;
 - 21.5.2 rejects a Variation Request, this Agreement, the Project, and the Grant Funds will remain unchanged;
 - 21.5.3 partially Accepts a Variation Request, a Variation will be effected only on the terms of the parts of the Variation Request that were Accepted by the ARC; and
 - 21.5.4 conditionally Accepts a Variation Request, a Variation will be effected subject to the conditions set by the ARC.
- 21.6 Without limiting clause 21.4, the Administering Organisation must submit a Variation Request to the ARC in accordance with this clause 21 and any additional requirements specified in Item 9, in respect of any:
- 21.6.1 Significant Change;
 - 21.6.2 Specified Personnel change;
 - 21.6.3 change to the nature or degree of support for the Project by a Participating Organisation (including as a result of a proposed transfer of a Project to another Eligible Organisation);
 - 21.6.4 change to the residential period that will apply to Specified Personnel;
 - 21.6.5 additional academic, professional or corporate appointments of Recipients; or
 - 21.6.6 proposed change to the Project Period.
- 21.7 For clarity, and subject to this clause 21 and any additional requirements specified in Item 9, the Administering Organisation acknowledges and agrees that with respect to a Variation Request to:
- 21.7.1 transfer a Project to a new Administering Organisation the:
 - (a) ARC will not pay any relocation expenses associated with the transfer; and
 - (b) Administering Organisation must not transfer the Project or any equipment purchased with the Grant Funds or contributions from Participating Organisations until the Variation Request has been Accepted by the ARC;
 - 21.7.2 change a Key Industry Partner, the Administering Organisation must justify how contributions from the new Key Industry Partner will remain equivalent to, or greater than, those assessed as part of the Application; and
 - 21.7.3 replace a Participating Organisation:
 - (a) the Participating Organisations' contributions must continue to satisfy the requirements of this Agreement, unless otherwise Notified by the ARC; and
 - (b) if the Variation affects Participating Organisations' contributions to the Project, the Administering Organisation must complete a Participating Organisation Agreed Contribution Report in accordance with clause 10.2 of this Agreement.

- 21.8 For clarity, the Administering Organisation must not transfer Fellowships and Awards to another person. If a Recipient is no longer able to continue their Project, the Administering Organisation must request a Relinquishment in accordance with clause 21.11.
- 21.9 The Administering Organisation acknowledges and agrees that considering and Accepting or rejecting Variation Requests:
- 21.9.1 may require the exercise of various powers under law, including the ARC Act; and
 - 21.9.2 create a need for various processes to be conducted, procedures to be followed, and stakeholders to be engaged,
- and that as a result, the ARC:
- 21.9.3 provides no representation or undertaking to the Administering Organisation regarding how long it may take for a Variation Request to be considered, and a decision on whether to Accept or reject it to be made; and
 - 21.9.4 will not be liable to the Administering Organisation in respect of any timeframe or delay associated with the consideration of, and making of a decision in relation to, a Variation Request.
- 21.10 If the ARC Accepts, partially Accepts, or conditionally Accepts, a Variation Request that causes a change to, or affects, a Participating Organisation, the Administering Organisation must revise each existing Participating Organisation Agreement or enter into a new agreement with the new or replacement Participating Organisation as necessary to accommodate that change.
- 21.11 **Relinquishment and Suspension by Administering Organisation**
- 21.11.1 Subject to this clause 21.11, the Administering Organisation may Relinquish or suspend a Project. To do so:
 - (a) the Administering Organisation must submit a Variation Request requesting the Relinquishment or suspension; and
 - (b) subject to clause 21.11.2, prior to a Variation Request for a Relinquishment being submitted, the Administering Organisation, Participating Organisations and all Specified Personnel, must all agree to the Relinquishment.
 - 21.11.2 In extraordinary circumstances, the Administering Organisation's Deputy Vice Chancellor – Research (or equivalent) may submit a Variation Request for a Relinquishment under clause 21.11.1 without all of the agreements required under that clause. In such a case, the Variation Request must include an explanation of why the:
 - (a) circumstances are extraordinary and all agreements required under clause 21.11.1 were not obtained; and
 - (b) Administering Organisation considers that the ARC should Accept the Variation Request despite the agreements not being obtained.
 - 21.11.3 The Administering Organisation acknowledges that:
 - (a) the Application Process that resulted in the award of the Grant Funds to the Administering Organisation was competitive and involved many applicants seeking grants of financial assistance from a limited pool of available funds,

such that many applicants were unsuccessful in receiving grants of financial assistance;

- (b) as a result, the ARC will only consider a Variation Request for Relinquishment or suspension if the circumstances are exceptional; and
- (c) suspensions under this clause 21.11 cannot exceed 12 months in aggregate across the Project Period

21.11.4 If the ARC Accepts a Variation Request for Relinquishment submitted under clause 21.11.1:

- (a) a Project Termination will occur at the date of the ARC's Approval of the Variation Request, unless the ARC Notifies the Administering Organisation that the Project Termination will be effective as at another date;
- (b) subject to clause 23.2.2, the Administering Organisation must immediately (or at such later time agreed by the ARC) repay to the ARC all Unspent Grant Funds; and
- (c) the Administering Organisation must submit:
 - (i) the End of Year Report for Projects Relinquished in that reporting year; and
 - (ii) a Final Report, if one or more of the following apply:
 - A. a Relinquished Project was active for more than one year;
 - B. more than one year of Grant Funds have been expended; or
 - C. Research Outputs were produced as a result of a Relinquished Project.

21.11.5 If the ARC Accepts a Variation Request for suspension submitted under clause 21.11.1:

- (a) the Project will be suspended for the duration, and otherwise in accordance with the terms, specified in the Variation;
- (b) subject to this clause 21.11.5, unless otherwise expressly agreed in writing by the ARC, Project Participants must not undertake any part of the Project, or engage in any activity relating to the Project, that falls within the scope of the suspension for the duration of the suspension;
- (c) the ARC will continue to pay Grant Funds to the Administering Organisation in respect of the Project for the duration of the suspension, unless otherwise expressly agreed in writing by the ARC, or otherwise provided in the Variation;
- (d) the ARC will not supplement or increase the Grant Funds to cover any additional costs incurred as a result of a suspension or delay in the finalisation of the Project; and
- (e) the Administering Organisation must continue to:
 - (i) comply with its obligations under this Agreement in respect of other Projects, and parts of the Project that do not fall within the scope of the suspension; and

- (ii) perform its obligations under this Agreement that do not amount to performance of the Project (for example, reporting to the ARC, and providing information as requested by the ARC).

22. Suspension and Termination

22.1 Suspension

22.1.1 If the:

- (a) Administering Organisation does not comply with an obligation under this Agreement and the ARC believes that the non-compliance is capable of remedy;
- (b) ARC believes that the Administering Organisation is unlikely to be able to perform the Project or manage the Grant Funds in accordance with this Agreement; or
- (c) ARC believes that there is a serious concern relating to the Administering Organisation, a Project Participant, the Project, or this Agreement, that requires investigation,

without limiting any of the ARC's other rights under this Agreement, the ARC may by Notice do either or both of the following:

- (d) immediately suspend some or all of the Project (including expenditure of the Grant Funds); and
- (e) require that the non-compliance or inability be remedied, or an investigation be completed by the Administering Organisation or the ARC, within the time specified by the ARC in the Notice.

22.1.2 Any suspension implemented by the ARC will be in accordance with the terms specified in the Notice issued by the ARC under clause 22.1.1.

22.1.3 If the Administering Organisation:

- (a) remedies the non-compliance or inability specified in the Notice to the ARC's satisfaction, or the ARC concludes that the concern is unsubstantiated, the ARC may direct that the Project (or part of it) is to recommence (in which case, the suspension will end with respect to the Project, or that part of the Project, as the case may be); or
- (b) fails to remedy the non-compliance or inability within the time specified, or the ARC concludes that the concern is substantiated, the ARC may exercise any of its other rights under this Agreement.

22.1.4 For clarity, the ARC may issue Notices under clause 22.1.1:

- (a) in respect of any number of Projects under this Agreement; and
- (b) any number of times in respect of the same Project.

22.2 Project Termination for Default

22.2.1 The ARC may, by Notice to the Administering Organisation, implement a Project Termination if:

- (a) the Administering Organisation (including through an act or omission of a Project Participant):
 - (i) commits a breach of this Agreement in relation to the Project that the ARC considers is not capable of remedy;
 - (ii) commits a breach of this Agreement in relation to the Project that the ARC considers is capable of remedy, and the Administering Organisation fails to remedy the breach within the timeframe specified by the ARC in a Notice to the Administering Organisation requiring that the breach be remedied;
 - (iii) without reasonable excuse, fails to comply with a direction, request, or other requirement, issued or made by the ARC to the Administering Organisation in accordance with this Agreement in relation to the Project; or
 - (iv) is unable to continue performing its role as the Administering Organisation in respect of the Project for any reason;
- (b) performance of the Project does not commence by the Project Commencement Deadline, and a Variation Request is not submitted in accordance with clause 6.5.2;
- (c) the ARC rejects a Variation Request submitted under clause 6.5.2;
- (d) a Project Participant is the subject of, or otherwise involved in, a Research Integrity Event, and the ARC considers that the Research Integrity Event:
 - (i) cannot be appropriately resolved or managed;
 - (ii) is of such a nature that the Project can no longer be completed in accordance with this Agreement (including the Project description contained in the Application); or
 - (iii) means that it would no longer be appropriate for the ARC to fund the Project;
- (e) the ARC Board, or the Minister, terminates the Funding Approval through which the grant for the Project is funded, under section 50(4) or section 50(5) of the ARC Act (or any successor provisions); or
- (f) the ARC:
 - (i) considers that the Administering Organisation's involvement in the Project has ended without an appropriate Variation (for example, to transfer the Project to another Eligible Organisation) being effected;
 - (ii) considers that the Project has changed such that it is no longer consistent with the Application or this Agreement;
 - (iii) considers that the Project Leader is no longer leading the Project, and an appropriate Variation (for example, to replace the Project Leader) has not been effected;
 - (iv) considers that Other Financial Assistance (as referred to in clause 7.3.1) would result in an overlap or duplication of funding for a Project or part of a Project;

- (v) is of the opinion that progress on the Project is not satisfactory, having regard to any:
 - A. milestones, stages or Key Performance Indicators specified or provided for in Item 4; and
 - B. other timeframes, schedules, workplans, or other performance indicators, set out in either the Application, or any other document or information provided to the ARC in connection with the Project;
- (vi) considers that one or more Special Conditions or conditions in clause 7.3 have not been satisfied in relation to the Project;
- (vii) becomes aware that the Project's activities will cease, or have ceased;
- (viii) believes that it has received inaccurate, incomplete, or misleading information in relation to the Project, including in the Application or in any Report;
- (ix) believes that there is Fraud on the part of any Project Participant in connection with the Project;
- (x) considers that the integrity of the Application Process, funding recommendations, or funding decisions, in relation to the Project have been compromised due to issues relating to research integrity, research misconduct, or other complaints and allegations, involving actual or reasonably apprehended fault on the part of a Project Participant, as concluded by an investigation; or
- (xi) terminates another agreement, or project (including a project under another agreement, or a Project under this Agreement), with the Administering Organisation in respect of which the ARC pays, or has paid, grants of financial assistance, in circumstances involving fault on the part of the Administering Organisation (including fault on the part of any Project Participant, or person or entity who, if it were this Agreement, would be a Project Participant); or
- (g) a Project Participant is removed from the Project pursuant to clause 13.4, and:
 - (i) that Project Participant is the only Chief Investigator for the Project; or
 - (ii) the Project Participant's removal results in an eligibility requirement or similar condition under the Grant Guidelines, which the Application needed to meet to be eligible to receive grant funding, no longer being met.

22.3 Agreement Termination for default

22.3.1 The ARC may, by Notice to the Administering Organisation, implement an Agreement Termination if the:

- (a) Administering Organisation (including through an act or omission of a Project Participant):
 - (i) commits a breach of this Agreement that the ARC considers is not capable of remedy;

- (ii) commits a breach of this Agreement that the ARC considers is capable of remedy, and the Administering Organisation fails to remedy the breach within the timeframe specified by the ARC in a Notice to the Administering Organisation requiring that the breach be remedied;
 - (iii) without reasonable excuse, fails to comply with a direction, request, or other requirement, issued or made by the ARC in accordance with this Agreement; or
 - (iv) is unable to continue performing its role as the Administering Organisation under this Agreement for any reason; or
- (b) ARC:
- (i) implements any Project Termination under clause 22.2;
 - (ii) terminates another agreement with the Administering Organisation under which the ARC pays, or has paid, grants of financial assistance, in circumstances involving fault on the part of the Administering Organisation (including fault on the part of any person or entity who, if it were this Agreement, would be a Project Participant);
 - (iii) believes that it has received inaccurate, incomplete, or misleading information under this Agreement; or
 - (iv) believes that there is Fraud on the part of any Project Participant in connection with this Agreement.

22.3.2 The Parties acknowledge that section 50(6) and (7) (and potentially other applicable provisions) of the ARC Act will inform and influence the manner in which the ARC exercises its rights under this clause 22.3.

22.4 Termination for convenience

- 22.4.1 In addition to and without limiting any other right under this Agreement, the ARC may at any time by Notice, in its sole and absolute discretion, implement either a Project Termination, or an Agreement Termination, for convenience, including if:
- (a) there is a change in government policy or other related government requirements affecting or relating to a Project or this Agreement;
 - (b) the Minister terminates a Funding Approval through which the grant for the Project is paid, under section 52(1) of the ARC Act (or any successor provisions);
 - (c) there is a change in the Administering Organisation's circumstances which the ARC believes will negatively affect the Administering Organisation's ability to comply with this Agreement;
 - (d) the ARC considers that the integrity of the Application Process, funding recommendations, or funding decisions, relating to this Agreement or a Project have been compromised for reasons not involving fault on the part of one or more Project Participants, as concluded by an investigation;
 - (e) this Agreement or a Project ceases to be supported by an appropriate or sufficient Funding Approval, in circumstances not involving fault or a breach of this Agreement on the part of a Project Participant; or

- (f) the ARC determines that continuing to fund one or more Projects under this Agreement:
 - (i) is no longer in the public interest;
 - (ii) is inconsistent with the objects of the ARC Act; or
 - (iii) presents a risk of bringing the ARC, the Minister, the Commonwealth, or any combination of those, into disrepute.

22.4.2 To the extent permitted by law, if the ARC purports to implement a Project Termination or an Agreement Termination under either of clauses 22.2 or 22.3 in circumstances in which the ARC was not entitled to exercise such a right, the purported termination will be deemed:

- (a) not to be a breach or repudiation of this Agreement by the ARC; and
- (b) to instead be a Project Termination or Agreement Termination (as the case may be) under clause 22.4.1.

22.5 Arrangements Upon Termination

22.5.1 If the ARC implements:

- (a) a Project Termination (for default or convenience):
 - (i) the Administering Organisation must:
 - A. immediately cease performing all parts of the Project that fall within the scope of the Project Termination;
 - B. immediately cease expenditure of Grant Funds that fall within the scope of the Project Termination;
 - C. take all available steps to minimise any losses that might result from the Project Termination;
 - D. provide the reports required under this Agreement in respect of the Project within the timeframes provided in this Agreement, unless otherwise Notified by the ARC; and
 - E. otherwise comply with any directions of the ARC in relation to the Project Termination;
 - (ii) subject to this Agreement, the ARC will only be liable to pay Grant Funds in relation to the Project that are due and payable in accordance with this Agreement up to the effective date of the Project Termination (and if the Project Termination is a Partial Project Termination, payment of Grant Funds relating to the portion of the Project that the Partial Project Termination does not apply to); and
 - (iii) this Agreement will be deemed to be varied as necessary to give effect to the Project Termination (including to reduce the quantum of Grant Funds payable to the Administering Organisation in respect of the Project, in the case of a Partial Project Termination);
- (b) an Agreement Termination (for default or convenience):
 - (i) the Administering Organisation must:

- A. immediately cease performing all Projects under this Agreement;
 - B. immediately cease expenditure of all Grant Funds;
 - C. take all available steps to minimise any losses that might result from the Agreement Termination;
 - D. provide all reports required under this Agreement in accordance with this Agreement, unless otherwise Notified by the ARC; and
 - E. otherwise comply with any directions given to the Administering Organisation by the ARC;
- (ii) subject to this Agreement, the ARC will only be liable to pay Grant Funds that are due and payable in accordance with this Agreement up to the effective date of the Agreement Termination; and
 - (iii) for clarity, all Projects will come to an end;
- (c) a Project Termination or Agreement Termination for default:
 - (i) the ARC may issue a Notice to the Administering Organisation requiring repayment of any or all Grant Funds (in the case of a Project Termination, related to the Project) within a timeframe of not less than 28 days after the date of the Notice;
 - (ii) the Administering Organisation must repay Grant Funds in accordance with a Notice issued under clause 22.5.1(c)(i); and
 - (iii) if the Administering Organisation does not repay Grant Funds as required under clause 22.5.1(c)(ii), the unpaid amount will become a debt due and payable to the Commonwealth; and
 - (d) a Project Termination or Agreement Termination for convenience:
 - (i) subject to clause 22.5.1(d)(ii), the ARC will reimburse the Administering Organisation for reasonable and substantiated expenses that the Administering Organisation incurs as a direct and entire result of the Project Termination or Agreement Termination;
 - (ii) the ARC's liability under clause 22.5.1(d)(i) is:
 - A. subject to the Administering Organisation's compliance with this Agreement; and
 - B. limited to an amount that, when added to all other amounts paid under this Agreement (or in the case of a Project Termination, paid in respect of the Project), will not exceed the total amount of the Grant Funds that would have otherwise been payable under this Agreement (in the case of a Project Termination, in respect of the Project) but for the Project Termination or Agreement Termination (as the case may be); and
 - (iii) the Administering Organisation will not be entitled to any quantum or form of compensation for loss of prospective profits or benefits, or any other kind of benefit that the Administering Organisation might have

obtained or had conferred, but for the Project Termination or Agreement Termination (as the case may be).

22.5.2 For clarity, in the event of:

- (a) a Project Termination for default, clause 22.5.1(a) and (c) will apply;
- (b) a Project Termination for convenience, clause 22.5.1(a) and (d) will apply;
- (c) an Agreement Termination for default, clause 22.5.1(b) and (c) will apply; and
- (d) an Agreement Termination for convenience, clause 22.5.1(b) and (d) will apply.

23. Withholding and Recovery of Grant Funds

23.1 Withholding Grant Funds

23.1.1 Without limiting, and in addition to, any other right of the ARC under this Agreement, the ARC may by Notice:

- (a) withhold payment of any amount of the Grant Funds; and
 - (b) take any other action provided for in this Agreement,
- if:
- (c) the Funding Approval for Grant Funding is terminated or expires; or
 - (d) the ARC:
 - (i) believes that the Administering Organisation has not complied with this Agreement;
 - (ii) believes that the Administering Organisation is unlikely to be able to perform the Project or manage the Grant Funds in accordance with this Agreement;
 - (iii) considers that the Administering Organisation's involvement in the Project has ended without an appropriate Variation (for example, to transfer the Project to another Eligible Organisation) previously being effected;
 - (iv) considers that the Project has changed such that it is no longer consistent with the Application or this Agreement;
 - (v) considers that the Project Leader is no longer leading the Project, and an appropriate Variation (for example, to replace the Project Leader) has not been effected; or
 - (vi) believes that there is a serious concern relating to one or more Project Participants that requires investigation.

23.1.2 A Notice issued pursuant to clause 23.1.1 will contain the reasons for any action taken and, when relevant, the steps that the Administering Organisation must take to address those reasons.

23.2 Recovery of Grant Funds

23.2.1 The ARC will be entitled to recover from the Administering Organisation all:

- (a) Unspent Grant Funds;
- (b) amounts paid by the ARC to the Administering Organisation that exceeds the amount of financial assistance that is correctly payable to the Administering Organisation under this Agreement, or a Funding Approval; and
- (c) other amounts that are due and payable by the Administering Organisation to the ARC under this Agreement, including pursuant to clause 22.5.1(c).

23.2.2 Unless otherwise required under the ARC Act or by law, the ARC may, in its sole and absolute discretion, elect to recover any amount referred to in clause 23.2.1 from the Administering Organisation:

- (a) by offsetting the amount against any other amount payable by the ARC to the Administering Organisation (including under this Agreement, and any other agreement, and including against any other grant of financial assistance that is, or might become in the future, payable by the ARC under the ARC Act);
- (b) as a debt due and payable to the Commonwealth; or
- (c) by such other means available at law.

24. Dispute Resolution

24.1 This clause 24 applies in respect of any dispute that arises between the Parties in relation to this Agreement, or any matter arising under it.

24.2 When a dispute arises, the Party claiming that there is a dispute (**Notifying Party**) must issue a Notice (**Dispute Notice**) to the other Party (**Responding Party**), advising the Responding Party of the dispute.

24.3 Within fifteen (15) Business Days after the Responding Party receives the Dispute Notice, representatives of the Parties with authority to represent and bind each Party must meet, with a view to resolving the dispute by negotiation.

24.4 If, within fifteen (15) Business Days after meeting under clause 24.3, the Parties have not resolved the dispute by negotiation, the Parties must escalate the matter to their Chancellor (or equivalent, in the case of the Administering Organisation) and CEO (in the case of the ARC) or their delegates, with a view to resolving the dispute by negotiation between those individuals or their delegates.

24.5 If, within fifteen (15) Business Days after an escalation under clause 24.4, the Chancellor and CEO (or their delegates) have been unable to resolve the dispute by negotiation, the Parties must refer the matter to an independent third party (**Expert**) to make a final, binding determination in respect of the dispute (**Determination**).

24.6 The Expert:

- 24.6.1 must have skills, experience and expertise relevant to the subject matter of the dispute and the dispute's resolution sufficient to make a Determination (and for clarity, the Expert does not necessarily need to be a researcher, or an academic, in a particular field of research);

- 24.6.2 will be selected, and appointed on terms, agreed by the Parties (and if agreement cannot be reached, the Expert will be selected and appointed on terms determined by the President of the Law Society of the Australian Capital Territory, or their nominee);
- 24.6.3 subject to clause **Error! Reference source not found.**, will be free to consider and make a Determination based on such rules and processes as the Expert thinks fit; and
- 24.6.4 may only consider information put forward by the Parties in making a Determination.
- 24.7 A Determination made by the Expert in accordance with this clause 24 will be conclusive and binding on the Parties with respect to the dispute.
- 24.8 To the extent permitted by law, the Parties must comply with, and do all things necessary to give effect to, a Determination made by the Expert in accordance with this clause 24.
- 24.9 Unless otherwise agreed by the ARC, the Administering Organisation must continue to perform its obligations under this Agreement while any dispute is being managed in accordance with this clause 24.
- 24.10 The Parties must bear their own costs in complying with the requirements of this clause 24, and the Parties will share equally the cost of any Expert engaged in accordance with this clause 24.
- 24.11 Subject to clauses 24.12 and 24.13, a Party must not commence legal action in relation to a dispute without first complying with this clause 24 in its entirety.
- 24.12 This clause 24 does not apply in relation to any:
 - 24.12.1 application for, or other legal action seeking, urgent interlocutory relief; or
 - 24.12.2 Project Termination, or Agreement Termination.
- 24.13 A Party will not be required to comply with this clause 24 if the other Party does not comply with it.

25. Survival

- 25.1 The following provisions survive the expiry or earlier termination of this Agreement:
 - 25.1.1 clause 7.3.4 (Restrictions and Conditions);
 - 25.1.2 clause 8.5 (Taxes, Duties and Government Charges);
 - 25.1.3 clause 10 (Reporting);
 - 25.1.4 clause 11.4 (Progress and Performance);
 - 25.1.5 clause 12 (Conflicts of Interests);
 - 25.1.6 clause 13 (Research Integrity);
 - 25.1.7 clause 14 (Acknowledgements);
 - 25.1.8 clause 15 (Record Keeping, Material and Intellectual Property);

- 25.1.9 clause 16.1 (Access);
- 25.1.10 clause 16.3 (Equipment and Assets);
- 25.1.11 clause 17 (Liability);
- 25.1.12 clause 18.2 (Fraud);
- 25.1.13 clause 18.5 (Eligible Data Breaches);
- 25.1.14 clause 21.11 (Relinquishment and Suspension by Administering Organisation);
- 25.1.15 clause 22.5 (Arrangements Upon Termination);
- 25.1.16 clause 23.2 (Recovery of Grant Funds); and
- 25.1.17 any other provision which by its nature is intended to survive.

26. Miscellaneous

26.1 Nature of Obligation

- 26.1.1 Any clause of this Agreement which binds more than one person binds all of those persons jointly and severally.
- 26.1.2 Each obligation imposed on a Party by this Agreement in favour of another Party is a separate obligation.

26.2 No adverse construction

- 26.2.1 This Agreement is not to be construed to the disadvantage of the ARC because the ARC was responsible for its preparation.

26.3 Further assurances

- 26.3.1 A Party, at its own cost and within a reasonable time of being requested by the other Party to do so, must do all things and execute all documents that are reasonably necessary to give full effect to this Agreement.

26.4 Successors and assigns

- 26.4.1 The Agreement binds and benefits the Parties and their respective successors and permitted assigns.

26.5 Execution

- 26.5.1 The Parties intend and agree that:
 - (a) this Agreement, Grant Offers, and Variation Requests, can be Accepted or otherwise approved electronically by the Parties using RMS;
 - (b) an Acceptance or approval as contemplated by clause 26.5.1(a) will be legally binding on the Party that Accepted or gave the approval; and
 - (c) in respect of any Acceptance or electronic approval given using RMS, the record of a Party's Acceptance or approval in RMS will be deemed to be, and serve as conclusive evidence of, the Party's execution and delivery of

this Agreement, the Grant Offer, or the Variation Request (as the case may be).

26.6 Counterparts

26.6.1 This Agreement may be executed in counterparts by the Parties.

26.6.2 All of such counterparts taken together shall be deemed to constitute one and the same document.

26.7 Entire Agreement and No Reliance

26.7.1 This Agreement (including, for clarity, each Grant Offer upon Acceptance):

- (a) constitutes the entire agreement between the Parties; and
- (b) supersedes all prior and subsequent communications, representations, negotiations, arrangements, and agreements, whether oral or written, between the Parties with respect to the subject matter of this Agreement.

26.8 Relationship between Parties

26.8.1 The Parties acknowledge and agree that:

- (a) neither the Administering Organisation, nor any other Participating Organisation, will, by virtue of this Agreement, be employees, partners, or agents, of the Commonwealth;
- (b) throughout the Project Period, all Personnel of the Administering Organisation and any Participating Organisations shall remain employees or contractors of the Administering Organisation or the Participating Organisation (as the case may be) on the terms of engagement established between the Personnel and the Administering Organisation or Participating Organisation (as the case may be); and
- (c) throughout the Project Period, all Project Participants (including Partner Investigators) who are not employees or otherwise engaged by the Administering Organisation or any Participating Organisation will:
 - (i) not be employees, partners, or agents, of the Commonwealth; and
 - (ii) remain subject to whatever terms of employment or engagement with any third party that the Project Participant would otherwise be subject to if they were not involved in the Project, without change by virtue of this Agreement or the Project.

26.8.2 The Administering Organisation must not represent itself, and must ensure that other Project Participants do not represent themselves, as being employees, partners, or agents, of the Commonwealth.

26.9 Applicable Law and Jurisdiction

26.9.1 This Agreement is governed by the laws of the Australian Capital Territory, and the Parties submit to the non-exclusive jurisdiction of the courts of that Territory in relation to any matter arising out of this Agreement.

Schedule 1 Scheme Specific Terms and Conditions

1. Purpose of the Grant

- 1.1 The Grant Funds under this Agreement are being provided as part of the Discovery Program, which aims to deliver outcomes of benefit to Australia and build Australia's research capacity through support for:
- 1.1.1 excellent, internationally-competitive research by individuals and teams;
 - 1.1.2 research training and career opportunities for the best Australian and international researchers;
 - 1.1.3 international collaboration; and
 - 1.1.4 research in Australian Government priority areas.
- 1.2 The intended outcome of the Discovery Program is to contribute to the growth of Australia's research and innovation capacity. Increasing Australia's research and innovation capacity generates new knowledge and results in the development of new technologies, products and ideas, the creation of jobs, economic growth and an enhanced quality of life in Australia.
- 1.3 The Future Fellowships scheme reflects the Australian Government's commitment to excellence in research by supporting excellent mid-career researchers to undertake high quality research in areas of national and international benefit.

2. Grant Guidelines

- 2.1 *Discovery Program: Discovery Fellowships Grant Opportunity Guidelines (2026 edition): Future Fellowships.*

3. Project Commencement Deadline

- 3.1 30 June 2028.

4. KPIs and Milestones

- 4.1 For the purposes of clause 7.2.1(a), no milestones, stages or Key Performance Indicators are specified or provided for.

5. Maximum Carry Over Period

- 5.1 Three (3) years from the end of the original Funding Year.

6. Grant Funds

- 6.1 Subject to clause 9.5 and this Item 6, this Agreement allows for the payment of:
- 6.1.1 the Recipient's salary, using the salary component of the Grant Funds; and
 - 6.1.2 salaries and stipends for others working under the Recipient, using the non-salary component of the Grant Funds.
- 6.2 Salary funding for the Recipient:
- 6.2.1 is provided at one of the three (3) salary levels for four (4) consecutive years on a full-time basis;

- 6.2.2 is based on the rates for each year specified on the 'Salaries and Stipends' page of the ARC website available at: <https://www.arc.gov.au/funding-research/apply-funding/grant-application/salaries-and-stipends>; and
- 6.2.3 includes a 30% loading to cover salary-related On-Costs.
- 6.3 Stipends for 1.0 Full Time Equivalent (FTE) covered under this Agreement:
 - 6.3.1 may be divided amongst more than one person, for example two (2) students at 0.5 FTE each; and
 - 6.3.2 the ARC-funded salary contribution must be at the level indicated for each year on the 'Salaries and Stipends' page of the ARC website available at: <https://www.arc.gov.au/funding-research/apply-funding/grant-application/salaries-and-stipends>.
- 6.4 For clarity the Administering Organisation is responsible, and must not use Grant Funds, for:
 - 6.4.1 On-Costs that exceed 30%; and
 - 6.4.2 other costs (such as costs associated with or incurred as a result of extended leave and severance pay).
- 6.5 The Administering Organisation may supplement salaries and stipends from other sources, but must not use Grant Funds for these purposes.

7. Personnel

- 7.1 In administering and delivering the Projects under this Agreement, and in addition to the requirements under clause 9, the Administering Organisation must:
 - 7.1.1 ensure that the Recipient is an employee of the Administering Organisation at the Project Start Date and for the entire Project Period, unless otherwise approved by the ARC;
 - 7.1.2 recognise the Recipient as academic staff and incorporate them fully into the activities and academic life of the Administering Organisation;
 - 7.1.3 allow the Recipient to undertake their Fellowship on a part-time basis for consecutive years not exceeding the lesser of:
 - (a) twice the duration of the Fellowship period originally applied for; and
 - (b) eight (8) years;
 - 7.1.4 confirm that the Recipient has completed or relinquished any other current ARC or Commonwealth-supported fellowships prior to the Project Start Date; and
 - 7.1.5 ensure that the Recipient has access to the following leave, in accordance with the Administering Organisation's normal practice:
 - (a) paid parental leave, subject to the provisions of the Administering Organisation's enterprise agreement;
 - (b) leave of absence for recreation:
 - (c) at the rate of four (4) weeks per annum; and

- (d) by arrangement between the Recipient and the Administering Organisation; and
 - (e) additional leave of up to twelve (12) months in total using leave accrued prior to the Project Period or leave without pay.
- 7.2 The Administering Organisation may submit a Variation Request for additional Grant Funds from the ARC, to fund up to fourteen (14) weeks of paid parental leave for a Recipient.
- 7.3 With respect to leaves of absence under Item 7.1.5(b):
 - 7.3.1 a Recipient must take their leave of absence during the Project Period if it is funded from the Grant Funds; and
 - 7.3.2 the ARC will not provide additional Grant Funds to cover:
 - (a) the leave of absence for recreation, as this is included in the Grant Funds for the Recipient's salary; or
 - (b) accrued leave of absence for recreation proposed to be taken after the Project Period.
- 7.4 In addition to the requirements of clause 9.2, the Recipient must also:
 - 7.4.1 work a minimum of 80% of their time on research activities related to the Fellowship;
 - 7.4.2 not spend more than 20% of their time on activities not related to the Fellowship, such as teaching. The Fellowship will not be extended to cover periods of teaching;
 - 7.4.3 not hold more than one Fellowship or Award concurrently;
 - 7.4.4 not concurrently hold a fellowship or award, or receive a salary from another Commonwealth or State Government funding agency;
 - 7.4.5 not engage in other professional employment during the Project Period without the ARC's prior approval;
 - 7.4.6 comply with the research security policies listed on the ARC's website at <https://www.arc.gov.au/funding-research/research-security>, including but not limited to the ARC Research Security Framework (<https://www.arc.gov.au/news-and-publications/publications/research-security-framework>);
 - 7.4.7 maintain an up-to-date RMS profile that includes declarations relating to foreign affiliations, relationships and financial interests as outlined in the ARC Research Security Framework (<https://www.arc.gov.au/news-and-publications/publications/research-security-framework>) for the duration of the Project Period; and
 - 7.4.8 notify the ARC of any events or activity that could pose a risk under the ARC Research Security Framework (<https://www.arc.gov.au/news-and-publications/publications/research-security-framework>), via email to arc-duediligence@arc.gov.au.
- 7.5 A Recipient may undertake research supervision or significant academic duties in addition to performing the Fellowship but only where it enhances, rather than detracts from, the Project.

8. Additional Reporting Requirements

8.1 For the purpose of clause 10.1.1, there are no other Reports specified.

9. Variations

9.1 In addition to the requirements specified in clause 21 (and in particular, clause 21.6.5), the Administering Organisation:

9.1.1 acknowledges that Recipients must commit their time to research activities, and as such, the:

- (a) Administering Organisation must submit a Variation Request when a Recipient is to act as a Centre Director of an ARC Centre of Excellence or a Special Research Initiative project;
- (b) Recipient's administrative duties in the ARC Centre of Excellence or Special Research Initiative project must not consume a substantial amount of their time; and
- (c) Variation Request must include details of:
 - (i) the arrangements to be put in place to ensure that the Recipient's administrative duties do not consume a substantial amount of their time; and
 - (ii) those persons who will be responsible for the administrative functions of the ARC Centre of Excellence or Special Research Initiative project;

9.1.2 must submit a Variation Request if the Recipient wishes to undertake an additional remunerated appointment that would significantly enhance the Fellowship. The Variation Request must include the details of remuneration and may be Accepted with a pro rata reduction in the Grant Funds applied to paying their salary;

9.1.3 must submit a Variation Request to change the Recipient's minimum residential period to allow the Recipient to undertake additional research outside of Australia. The Variation Request must clearly demonstrate that this is in the best interests of the Project and its outcomes, and of national benefit to Australia; and

9.1.4 must submit a Variation Request for a Project suspension if the Recipient takes any leave provided for under Item 7.1.5(a) and 7.1.5(e).

10. Research Security

10.1 The Administering Organisation must:

10.1.1 comply with the research security policies listed on the ARC's website at <https://www.arc.gov.au/funding-research/research-security>, including but not limited to the *ARC Research Security Framework* (<https://www.arc.gov.au/news-and-publications/publications/research-security-framework>); and

10.1.2 notify the ARC of any events or activity that could pose a risk under the ARC Research Security Framework (<https://www.arc.gov.au/news-and-publications/publications/research-security-framework>), via email to arc-duediligence@arc.gov.au.

11. Assurance and Compliance At Award

- 11.1 Prior to accepting the Grant Offer, the Administering Organisation must ensure that all requirements for acceptance, as set out in clauses 10.5 to 10.7 and 12.7 to 12.14 of the Grant Guidelines, have been completed in RMS and are accurate and up to date.
- 11.2 Without limiting Item 11.1, the Administering Organisation must confirm that:
- 11.2.1 all Project information, including the Project Start and Project End dates, is complete and accurate;
 - 11.2.2 Specified Personnel have up-to-date information recorded in their RMS profile, including a persistent digital identifier (such as ORCID) and that any actual, potential or perceived conflicts of interest have been declared;
 - 11.2.3 appropriate governance arrangements are in place and the Project complies with all applicable ARC policies and requirements; and
 - 11.2.4 arrangements are in place to meet any additional requirements specified in the Grant Offer or any Special Conditions, including requirements to be satisfied prior to acceptance or prior to the Project Start Date, as applicable.
- 11.3 By accepting the Grant Offer, the Administering Organisation warrants that, at the time of acceptance, it has complied with clauses 10.5 to 10.7 and 12.7 to 12.14 of the Grant Guidelines, including that arrangements are in place in accordance with Item 11.2.4.
- 11.4 The Administering Organisation must, within 60 days of announcement, and prior to accepting the Grant Offer in RMS, complete all requirements necessary for acceptance and have arrangements in place to meet any additional requirements to be satisfied after acceptance, including those required prior to the Project Start Date or as otherwise specified.

12. Additional Requirements

- 12.1 For the purpose of clause 7.2.1(a)(i)B, there are no additional requirements specified except those covered by Item 1 to Item 11 of this Schedule.