MULTI-INSTITUTIONAL AGREEMENT (MIA)

AUSTRALIAN RESEARCH COUNCIL (ARC)
LINKAGE INFRASTRUCTURE, EQUIPMENT AND FACILITIES GRANTS (LIEF)

DETAILS

<table>
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<tr>
<th>ARC Project ID:</th>
<th>LE</th>
<th>First Funding Year</th>
<th>2019</th>
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<tbody>
<tr>
<td>Approved Project Title:</td>
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<tr>
<td>Administering Organisation and its first named Chief Investigator:</td>
<td>Org: [Name and ABN]</td>
<td>CI:</td>
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<tr>
<td>Other Eligible Organisation(s), Other Organisation(s) and/or Partner Organisation(s) (collectively the Collaborating Organisation(s)) and their first named Chief Investigator(s) or Partner Investigators: (add rows as required)</td>
<td>Org: [Name and ABN]</td>
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<td>Org: [Name and ABN]</td>
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<td>Org: [Name and ABN]</td>
<td>CI/PI name: Email address:</td>
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BACKGROUND

A. ARC LIEF grants recognise the importance that equipment, infrastructure and facilities play in supporting research undertaken by individual researchers or research teams in Australian research organisations. The Administering Organisation and Collaborating Organisations have together successfully applied for an ARC LIEF grant.

B. The ARC requires that an Administering Organisation must not allow a Project to commence nor Funding to be expended, until it has entered into a written agreement in respect of the Project with each Collaborating Organisation in accordance with the Linkage Program Funding Agreement and the Funding Rules.

THE PARTIES AGREE:

1. DEFINITIONS

1.1. In this agreement, unless otherwise defined, capitalised terms have the same meaning as set out in the Linkage Program Funding Agreement or, as relevant, the Funding Rules.

1.2. In this agreement:

   **ARC Final Commencement Date** means a date no later than six months after the Funding Offer is executed by the ARC in RMS, or such other date by which this Agreement must commence as may be approved by the ARC.

   **ARC Funding Commencement Date** means 1 January 2019.

   **Background Intellectual Property** means pre-existing or independently developed Intellectual Property, owned or controlled by a Party which it determines, in its discretion, to make available for the carrying out of the Project.

   **Cash Contribution** means the cash from a Party for the Project which is transferred to and managed by the Administering Organisation.

   **Collaborating Organisation(s)** means each of the Other Eligible Organisation(s), Other Organisation(s), and Partner Organisation(s).

   **Confidential Information** means and includes any information contributed by a Party (Disclosing Party) to another Party (Receiving Party), that by its nature is confidential, is designated by a Party as confidential, or the recipient knows or ought to know is confidential but does not include information which:
(a) is or becomes public knowledge other than by breach of this agreement; or
(b) was properly in the possession of the Receiving Party otherwise than by prior confidential disclosure from the Disclosing Party; or
(c) was properly available to the Receiving Party having received it from a third party having no obligation of confidentiality to the Disclosing Party; or
(d) is demonstrated by the Receiving Party to be independently developed by an employee or agent of the Receiving Party having no knowledge of such information which is the subject of the disclosure.

**Conflict of Interest** means any conflict of interest, any risk of a conflict of interest and any apparent conflict of interest arising through a Party engaging in any activity, participating in any association, holding any membership or obtaining any interest that is likely to conflict with or restrict that Party participating in the Project. The **ARC Conflict of Interest and Confidentiality Policy** is available on the ARC website at [www.arc.gov.au](http://www.arc.gov.au).

**Funding** means the cash contributions to be made by the ARC pursuant to the Linkage Program Funding Agreement for the purposes of the Project.

**Funding Offer** means the Project Details listed online in the ARC Research Management System (RMS) under Funding Offers and attached at Annexure 1.


**In-Kind Contribution** means a contribution of goods, services, materials or time to the Project from a Party. Values are to be calculated based on the most likely actual cost, for example current market, preferred provider or internal provider rates/valuations/rentals/charges (that is in the financial year of the date of the Proposal’s submission) of the costs of labour, work spaces, equipment and databases. The calculations covering time and costs are to be documented by the Administering Organisation. The ARC may require these calculations to be audited.

**Intellectual Property** means all copyright and neighbouring rights, all rights in relation to inventions (including patent rights), patents, plant varieties, registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know-how and circuit layouts), and all other rights resulting from intellectual activity (other than moral rights under the Copyright Act 1968).

**Linkage Program Funding Agreement** means the funding agreement between the Commonwealth (as represented by the ARC) and the Administering Organisation regarding funding for LIEF Projects to commence in the First Funding year.

**Party** means a party to this agreement and **Parties** means all the parties to this agreement.

**Project** means the project named in the Details regarding the Research Infrastructure and more specifically detailed in the Proposal.

**Project Intellectual Property** means any Intellectual Property that has been developed, created or adapted by a Party in relation to the technical improvement of the Research Infrastructure.

**Proposal** means the application submitted by the Administering Organisation to the ARC which describes the Project and attached in Annexure 2.

**Research Infrastructure** means assets, facilities, services, and coordinated access to major national and/or international research facilities or consortia which directly support research in higher education organisations more broadly and which maintain the capacity of researchers to undertake excellent research and deliver innovative outcomes.

**Specified Personnel** means the Chief Investigator(s) and Partner Investigator(s) named in the Funding Offer to perform the Project or as otherwise approved by the ARC.
2. CONDUCT OF THE PROJECT

2.1. The Parties agree:

(a) that the conduct and management of the Project and the Funding must at all times be in accordance with the Linkage Program Funding Agreement and Funding Rules;

(b) that they have each received a copy of the Proposal and agree that the roles, contributions and program of research of each of the Parties in relation to the Project are set out accurately in the Proposal and this agreement;

(c) to each carry out their roles and provide their Cash Contributions and In-Kind Contributions as set out in the Proposal and this agreement;

(d) that the Project must conform to the principles outlined in the following and their successor documents (where applicable):

i. NHMRC/ARC/UA Australian Code for the Responsible Conduct of Research (2007), as amended from time to time;

ii. as applicable, the NHMRC/ARC/UA National Statement on Ethical Conduct in Human Research (2007, updated 2015);

iii. NHMRC Values and Ethics – Guidelines for Ethical conduct in Aboriginal and Torres Strait Islander Health Research (2003);

iv. Australian Institute of Aboriginal and Torres Strait Islander Studies (AIATSIS) Guidelines for Ethical Research in Australian Indigenous Studies (2012);

v. Australia Council for the Arts Indigenous Cultural Protocols for producing Indigenous Music; Writing; Visual Arts; Media Arts; and Performing Arts (2007);

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

2.2. If there is any conflict between a successor document and its predecessor, then the successor document prevails to the extent of any inconsistency.

2.3. All Parties shall at all times comply with the requirements of all applicable laws including the Disability Discrimination Act 1992 and the Racial Discrimination Act 1975 and shall not treat any person or group of people less favourably than another on the grounds of race, colour, religion, ethnicity, sex, age, disability, nationality, marital status or sexual orientation.

2.4. Each Collaborating Organisation warrants and represents that the Collaborating Organisation’s relationship with the Administering Organisation complies with the requirements of the Funding Rules as required under clause 11.2(k)(ii) and (iii) of the Linkage Program Funding Agreement (regardless of the funding schemes stated in those clauses).

2.5. The Administering Organisation and each Other Eligible Organisation acknowledge and agree that they are each responsible for notification of research integrity matters in accordance with the ARC Research Integrity and Research Misconduct Policy, and investigation and management of breaches of the NHMRC/ARC/UA Australian Code for the Responsible Conduct of Research (2007) (the “Code”) (as amended from time to time) in accordance with the Code.

2.6. The Collaborating Organisations agree not to do or omit to do anything that may cause the Administering Organisation to be in breach of the Administering Organisation’s obligations under the Linkage Program Funding Agreement and Funding Rules.

2.7. The Collaborating Organisations agree to abide by the terms and conditions of the Linkage Program Funding Agreement and Funding Rules, to the extent that such terms and conditions are applicable to the Collaborating Organisation’s involvement in the Project, and to do all things reasonably required to enable the Administering Organisation to meet its obligations under the Linkage Program Funding Agreement and the Funding Rules, including, without limitation,

(a) reporting and financial management of the Funding, Cash Contributions and In-kind Contributions;

(b) compliance with the ARC Open Access Policy to satisfy the requirements of clause 22.4 and clause 22.5 of the Linkage Program Funding Agreement;

(c) compliance with the ARC Research Integrity and Research Misconduct Policy to satisfy the requirements of clause 34.1 and 34.2 of the Linkage Program Funding Agreement;

(d) compliance with the “Research Special Conditions” set out in clause 21 of the Funding Agreement; and

(e) compliance with clause 27 of the Funding Agreement with respect to the protection of personal information (as defined in the Privacy Act 1988 (Cth))
3. PROJECT GRANT

3.1 The Parties agree that, unless amended as recorded in Schedule 2 by agreement of the Parties and, if applicable, with the prior approval of the ARC, all expenditure of the Funding and Cash Contributions must be in accordance with the Proposal and within the broad structure of the proposed project cost detailed in the Proposal.

3.2 The Administering Organisation and each Collaborating Organisation must make contributions to the Project as detailed in the table at Schedule 2. The Cash Contributions in the table at Schedule 2 must be paid to the Administering Organisation no later than 30 October of the Funding Year, but preferably by 31 March of the Funding Year.

3.3 Subject to the ARC providing the Funding to the Administering Organisation, the Administering Organisation must transfer portions of the Funding to the Collaborating Organisations in the amounts set out in Schedule 2.

3.4 Where the Administering Organisation is transferring portions of the Funding to eligible Collaborating Organisation(s), each Collaborating Organisation must, in respect of itself only:

(a) provide an annual financial acquittal to the Administering Organisation by 28 February (or such other date as may be reasonably requested by the Administering Organisation) of each year for the Funding transferred to it in the previous calendar year; and

(b) when a researcher named on the Proposal leaves the employment of his/her Collaborating Organisation through his/her transfer to another university or otherwise, and the involvement of the host Collaborating Organisation in the Project also ceases, that host Collaborating Organisation will inform the Administering Organisation as soon as reasonably practicable and must provide a financial acquittal to the Administering Organisation within 30 days of request, if requested to do so by the Administering Organisation.

3.5 The contact details for invoices at the Administering Organisation and invoices and acquittals for any relevant Collaborating Organisation(s) are provided at Schedule 1.

3.6 All amounts referred to in this agreement are expressed exclusive of GST unless otherwise stated. For the purpose of this agreement “GST” means a goods and services tax imposed on the supply of goods and services (including intellectual property) under A New Tax System (Goods and Services Tax) Act 1999 (Cth). The Administering Organisation must, on issue of a complying tax invoice, pay the relevant Collaborating Organisation(s) an amount equal to the GST liability payable by that Collaborating Organisation(s).

3.7 The Administering Organisation must invoice, where applicable, the Collaborating Organisation(s) in respect of their Cash Contributions set out in the table at Schedule 2.

4. OWNERSHIP, ACCESS, LOCATION & MANAGEMENT OF RESEARCH INFRASTRUCTURE

4.1 The Parties agree that the ownership, location, terms and conditions of access and arrangements, and costs of managing the Research Infrastructure which form part of the Project must be in accordance with the arrangements outlined in the Proposal unless otherwise agreed, as further detailed in Schedules 2 and 3.

5. INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION

5.1 The Parties agree that the ownership of Background Intellectual Property is not affected by this agreement and that all Background Intellectual Property remains the property of the Party that makes it available for the purpose of carrying out the Project.

5.2 Each Party grants to each other Party a royalty-free, non-exclusive, non-transferable licence to use its Background Intellectual Property to the extent necessary to carry out the Project but for no other purpose.

5.3 No representations or warranties are made or given in relation to Background Intellectual Property, however each Party making available Background Intellectual Property acknowledges that to the best of its knowledge, without the need to make additional enquiries, conduct searches or seek a legal opinion, such Background Intellectual Property when used in accordance with this agreement will not infringe any third party Intellectual Property rights.

5.4 The Parties agree that all rights, title and interest in the Project Intellectual Property is owned solely by the Party, or jointly by the Parties that created it or contributed to its development or creation and, in the case of jointly owned Project Intellectual Property, the relevant Parties own the Project Intellectual Property as tenants in common in shares proportionate to their respective intellectual contributions to the development or creation of that Intellectual Property. Subject to clause 5.6, such
Project Intellectual Property must be dealt with in accordance with the Intellectual Property policies, regulations and procedures of the owning Parties.

5.5. Each Party who owns Project Intellectual Property grants to each other Party a non-exclusive, irrevocable, perpetual, royalty free licence to use the Project Intellectual Property for the purpose of the Project.

5.6. Having regard to any requirements to protect potentially commercially valuable Project Intellectual Property and subject to any restrictions advised by the owners of such Project Intellectual Property, each Party grants to each other Party a non-exclusive, irrevocable, perpetual, royalty free licence to use the Project Intellectual Property they own for:
(a) research, teaching, education and training purposes; and
(b) publication purposes,
but not for commercialisation.

5.7. The administration and management of the Project Intellectual Property must comply with the National Principles of Intellectual Property Management for Publicly Funded Research and/or any successor document. All Collaborating Organisations acknowledge and agree that they are familiar with the current intellectual property landscape for the Proposal.

5.8. All Parties are committed to appropriate recognition of contributions to invention and exploitation of Intellectual Property for the benefit of the Australian community.

5.9. The Parties each agree to ensure that their respective staff working on the Project promptly provide to the Administering Organisation written notice (within a reasonable time) of any Project Intellectual Property that may have potential commercial value if and when such staff become aware of such Project Intellectual Property. The Parties who own Project Intellectual Property (as determined in accordance with clause 5.4) may decide jointly what, if any, measures should be taken to protect the identified Project Intellectual Property.

5.10. In relation to the commercialisation of Project Intellectual Property, the Parties who own Project Intellectual Property (as determined in accordance with clause 5.4) must negotiate in good faith and using all best endeavours to agree the terms of any program of commercialisation so as to fairly share in any commercial return associated with the Project and the Project Intellectual Property. The relevant Parties must enter into an agreement prior to the exploitation of the Project Intellectual Property that includes an agreed share of any net commercialisation (such share to be negotiated in good faith).

5.11. Each Collaborating Organisation acknowledges and agrees that to the extent required for the Administering Organisation to comply with clause 25.7 of the Linkage Program Funding Agreement only, each Collaborating Organisation grants to the Administering Organisation a permanent, irrevocable, royalty free, non-exclusive licence to allow the Commonwealth to use and reproduce that Collaborating Organisation’s information contained in a Proposal or a report and to publish it on a non-profit basis for any purpose as described in clauses 25.7(a) – (f).

5.12. Each Party acknowledges that all Confidential Information disclosed by one Party to the other, whether existing prior to the commencement of the Project or created in the course of the Project, is confidential and shall be kept confidential and shall not be disclosed to any third party without the prior written consent of the Disclosing Party, except where disclosure is required by law, such consent not to be unreasonably withheld or delayed.

5.13. Notwithstanding clause 5.12, the Administering Organisation may disclose Confidential Information to the ARC, including the terms of this agreement, if required by the ARC under the terms of the Linkage Program Funding Agreement and each Collaborating Organisation acknowledges and agrees that the ARC may use and disclose the Confidential Information in accordance with clause 28.2 of the Linkage Program Funding Agreement.

6. PUBLICATIONS

6.1. Subject to clause 5.12 each Collaborating Organisation agrees to provide the Administering Organisation with any publications resulting from the Project.

6.2. Each Party agrees that all publications must be in accordance with the requirements of clause 29 of the Linkage Program Funding Agreement.

7. CONFLICT OF INTEREST

7.1. All Parties involved in or associated with a Project are required to disclose to each other any actual or potential Conflict of Interest which has the potential to influence, or appear to influence, the research and activities, publications and media reports, or requests for funding related to the Project.
7.2. If a Conflict of Interest exists or arises, the Administering Organisation must have documented processes in place for managing the Conflict of Interest for the duration of the Project. Such processes must comply with the NHMRC/ARC/UA Australian Code for the Responsible Conduct of Research (2007), the ARC Conflict of Interest and Confidentiality Policy and any relevant successor document.

8. TERM AND TERMINATION OF AGREEMENT

8.1. This agreement commences on the later of the ARC Funding Commencement Date or the date that this agreement is fully executed, which must be on or before the ARC Final Commencement Date, and will end on the date on which all obligations under the Linkage Program Funding Agreement have been fulfilled unless otherwise terminated in accordance with this agreement.

8.2. The Administering Organisation may (subject at all times to any statutory bar), terminate this agreement or a Collaborating Organisation’s involvement in the agreement if:

(a) the ARC ceases to provide Funding for the Project pursuant to clause 39 of the Linkage Program Funding Agreement or the Linkage Program Funding Agreement is terminated for any reason, pursuant to clause 40 of the Linkage Program Funding Agreement, in which case the Administering Organisation will promptly notify the Collaborating Organisations;

(b) a Collaborating Organisation breaches a material term of this agreement and such breach is not rectified within 30 days of receiving notice of the breach by the Administering Organisation to the Collaborating Organisation;

(c) there is any change in the direct or indirect beneficial ownership or control of the Collaborating Organisation;

(d) the Collaborating Organisation disposes of the whole or any part of its assets, operations of business other than in the ordinary course of business;

(e) the Collaborating Organisation ceases to carry on business;

(f) the Collaborating Organisation ceases to be able to pay its debts as they become due;

(g) proceedings are initiated with a view to obtaining an order for the winding up of the Collaborating Organisation, or any person convenes a meeting for the purpose of considering or passing any resolution for the winding up of the Collaborating Organisation;

(h) the Collaborating Organisation applies to come under, the Collaborating Organisation receives a notice requiring it to show cause why it should not come under, an order has been made for the purpose of placing the Collaborating Organisation under, or the Collaborating Organisation otherwise comes under one of the forms of external administration referred to in Chapter 5 of the Corporations Act 2001 (Cth) or Chapter 11 of the Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth) or equivalent provisions in State or Territory legislation in relation to incorporated associations;

(i) where the Collaborating Organisation is a partnership, any step is taken to dissolve that partnership; or

(j) anything analogous to an event referred to in clause 8.2(d)–(i) occurs in relation to the Collaborating Organisation occurs with respect to a Party.

8.3. If the Administering Organisation receives notice that a Collaborating Organisation wishes to withdraw its involvement in the Project or the Administering Organisation wishes to terminate a Collaborating Organisation’s involvement in the Project, the Administering Organisation will seek, in accordance with the Linkage Program Funding Agreement, the remaining Parties consent to

(a) terminate this agreement;

(b) continue the Project with the remaining Collaborating Organisations; or

(c) add further Collaborating Organisation(s) to the Project, subject to any approvals required under the Linkage Program Funding Agreement.

Where the Parties elect to proceed with the Project under clause 8.3(b) or 8.3(c) they will do all things necessary to amend this agreement to reflect the new arrangements.

8.4. Upon termination of this agreement, the Parties must immediately take all available and reasonable steps to stop any further expenditure of Funding or Cash Contributions on the Project, provide the reports required by this agreement, within the timeframes specified in this agreement, and each Collaborating Organisation will reasonably assist the Administering Organisation to comply with a request from the ARC to recover any unspent Funds as at the date of termination from the Administering Organisation payable within 30 days of the date of the notice or at any time when unspent Funds are to be repaid to the Commonwealth under clause 36.1 of the Linkage Program Funding Agreement.
8.5. The Parties may immediately terminate this agreement by mutual consent in writing, subject to any
approvals required under the Linkage Program Funding Agreement.

8.6. In the event that a Collaborating Organisation withdraws or their participation in the agreement is
terminated in accordance with this agreement, the Collaborating Organisation:
(a) grants to the Administering Organisation the ability to grant to any future party to this
agreement, a licence that meets the description of clauses 5.2, 5.5 and 5.6; and
(b) continues to grant to the other Parties a licence that meets the description of clause 5.2.

8.7. Obligations contained in clauses 2.5, 2.7, 5, 6, 8.4, 8.6, 8.6(a), 8.6(b), 8.7, 9, 10.2, 10.4, 10.6 and 10.8,
and any other provisions intended by the parties to survive termination or expiration, will survive
termination or expiration of this agreement.

9. INDEMNITY AND INSURANCE

9.1. Each Collaborating Organisation indemnifies the Administering Organisation from and against any
liability, loss, damage, costs and reasonable legal expenses incurred by the Administering Organisation
arising from any claim, suit, demand, action or proceeding;
(a) by the ARC against the Administering Organisation under clauses 25.9, or 26 of the Linkage
Program Funding Agreement; or
(b) in connection with any breach of the Linkage Program Funding Agreement caused by the
Administering Organisation’s reliance on the accuracy of the warranty contemplated by clause
2.4;
to the extent that such liability, loss, damage, cost or expense was caused by a wilful, unlawful or
negligent act or omission of that Collaborating Organisation, its employees, agents or subcontractors.

9.2. The Collaborating Organisations’ liability to indemnify the Administering Organisation under this
clause 9 shall be reduced proportionately to the extent that any act or omission of the Administering
Organisation’s personnel contributed to the loss or liability.

9.3. The Collaborating Organisations agree to hold and maintain the equivalent insurance or similar
protection required of the Administering Organisation to cover any liability arising as a result of their
participation in this Project under clause 37 of the Linkage Program Funding Agreement and to provide
proof of insurance to the Administering Organisation on request.

10. GENERAL

10.1. If the Administering Organisation receives a notice that a Collaborating Organisation wishes to
withdraw its support for a Project or reasonably believes that a Collaborating Organisation is in
default of its obligations under this agreement the Administering Organisation will immediately notify
the ARC.

10.2. If any dispute or difference arises in connection with this agreement, then the Parties shall negotiate
in good faith using their best endeavours to resolve the dispute or difference. If the dispute or
difference cannot be resolved in the first instance, the Parties agree to refer the dispute to, as
applicable, the Deputy Vice-Chancellors (Research) or Chief Executive Officers, or equivalent, or their
nominees. Despite the existence of a dispute, the Collaborating Organisations must continue to
perform their obligations under this agreement (unless requested by the Administering Organisation
not to do so).

10.3. This agreement may be signed in any number of counterparts which together will constitute one
agreement. If this agreement is signed in counterparts, the date of this agreement is the date on
which it is signed by the last Party.

10.4. If any clause or part thereof is held by a court to be invalid or unenforceable such clause or part
thereof shall be deemed deleted from this agreement and this agreement shall otherwise remain in
full force and effect.

10.5. Each Party may communicate its acceptance of this agreement by successfully transmitting a signed
copy of this agreement by email to each other Party.

10.6. No addition to or modification of any provision of this agreement shall be binding upon the Parties
unless by written instruction signed by each of the Parties.

10.7. Any failure by a Party to compel performance by the other Party of any of the terms and conditions of
this agreement will not constitute a waiver of those terms or conditions or diminish the rights arising
from their breach.

10.8. This agreement shall be governed by and construed in accordance with the laws for the time being in
force in the Australian State or Territory of the Administering Organisation and the Parties agree to
submit to the jurisdiction of the courts of that State or Territory.
10.9. If a right, duty or an obligation or liability under this agreement applies to more than one Party then each such Party is entitled to the right or liability severally and not jointly, nor jointly and severally in respect of that right, duty, obligation or liability.

10.10. This agreement does not create a partnership, agency, fiduciary or other relationship between the Parties and no Party is liable for the acts or omissions of any other Party except as set out in this agreement.

10.11. If any applicable legislation prohibits the limitation or exclusion of liability by a Party in the manner contemplated by this agreement with respect to particular loss or damage, then:
   (a) the relevant limitation or exclusion does not apply to that loss or damage; and
   (b) that Party’s liability is only limited or excluded with respect to that loss or damage in the manner permitted under that legislation (if any).

10.12. Any notice or other communication under this agreement shall be given in writing and delivered by hand, sent by pre-paid post or transmitted electronically to the authorised signatory of a Party.

10.13. Except as expressly permitted under this agreement, a Party must not assign or otherwise transfer, create any charge, trust or other interest in or otherwise deal in any other way with any of its rights under this agreement without the prior written consent of the other parties, such consent not to be unreasonably withheld or delayed.

11. SPECIAL CONDITIONS
Any special conditions relating to the Project are set out in the Funding Offer.
Agreed to by the following Parties:

<table>
<thead>
<tr>
<th>Organisation</th>
<th>Name of Investigator on the Proposal</th>
<th>Name and Signature of Authorised Signatory (DVC(Research) or authorised delegate of the Organisation)</th>
<th>Date of signing by Authorised Signatory</th>
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<tr>
<td>Administering Organisation</td>
<td>Names of CIs here for The Administering Organisation</td>
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<tr>
<td>Other Eligible Organisation(s), Other Organisation(s), or Partner Organisation(s) – include name of organisation</td>
<td>Name of CIs or PIs from each other organisation</td>
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<td>Add further rows/details if there are additional Collaborating Organisations</td>
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SCHEDULE 1: CONTACT DETAILS FOR FINANCIAL ACQUITTALS

A. Contact details at Administering Organisation:

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<th>Notice details</th>
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<tbody>
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<td>Notice contact name</td>
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<td>Position</td>
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<td>Invoicing contact name</td>
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<tr>
<th>Acquittals details (person/unit)</th>
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<tr>
<td>Acquittals contact name</td>
</tr>
<tr>
<td>Position</td>
</tr>
<tr>
<td>Address</td>
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B. Contact details at each Collaborating Organisation

(Notice details should be completed in all instances. Acquittals details should be provided where the Collaborating Organisation is in receipt of ARC funding as set out in Schedule 2):

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<thead>
<tr>
<th>[Name of Collaborating Organisation]</th>
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<tr>
<td>Notice details</td>
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<td>Notice contact name</td>
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### Acquittal details (person/unit)

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### Notice details

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<tr>
<td><strong>Postal address</strong></td>
<td>&lt;Insert Address&gt;</td>
</tr>
<tr>
<td><strong>Email</strong></td>
<td>&lt;Insert email&gt;</td>
</tr>
</tbody>
</table>

### [Name of Collaborating Organisation]

#### Notice details

<table>
<thead>
<tr>
<th><strong>Notice contact name</strong></th>
<th>&lt;Insert Name&gt;</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Position</strong></td>
<td>&lt;Insert Title&gt;</td>
</tr>
<tr>
<td><strong>Physical address</strong></td>
<td>&lt;Insert Address&gt;</td>
</tr>
<tr>
<td><strong>Postal address</strong></td>
<td>&lt;Insert Address&gt;</td>
</tr>
<tr>
<td><strong>Email</strong></td>
<td>&lt;Insert email&gt;</td>
</tr>
</tbody>
</table>

#### Acquittal details (person/unit)

<table>
<thead>
<tr>
<th><strong>Contact name</strong></th>
<th>&lt;Insert Name&gt;</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Position</strong></td>
<td>&lt;Insert Title&gt;</td>
</tr>
<tr>
<td><strong>Address</strong></td>
<td>&lt;Insert Address&gt;</td>
</tr>
<tr>
<td><strong>Email</strong></td>
<td>&lt;Insert email&gt;</td>
</tr>
</tbody>
</table>
Schedule 2 (Clause 4) Table detailing contributions by all Parties, Ownership and Location of Research Infrastructure

<table>
<thead>
<tr>
<th>Column A</th>
<th>Column B</th>
<th>Column C</th>
<th>Column D</th>
<th>Column E</th>
<th>Column F</th>
<th>Column G</th>
<th>Column H</th>
<th>Column I</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organisation Name</td>
<td>ARC funding to be distributed:</td>
<td>Total Non-ARC Cash contributed by each Org</td>
<td>Non-ARC Cash paid to Admin Org by Collaborating Org</td>
<td>Non ARC-cash distributed to Collaborating Org</td>
<td>Final distribution of non-ARC cash</td>
<td>Named organisation In-Kind Contribution</td>
<td>Equipment to be owned and located at named organisation (list items below)</td>
<td>Capital cost of equipment (= ARC funding to org (B) plus non-ARC funds retained (F))</td>
</tr>
<tr>
<td>Totals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Additional notes on the Totals row: the total of Column I must equal the total of Column B and Column F. The Total in Column F (final distribution of non-ARC cash across the Parties) must equal the Total in Column C (all non-ARC cash). If a Collaborating Organisation intends to retain its own funds to enable purchase of approved equipment located at their node, ARC approval will need to be sought for the funds retention. This can be done pre or post sign-off of the MIA by the Administering Organisation. Funds should not be distributed directly between Collaborating Organisations.
Schedule 3
(Clause 4)

The Parties agree that the ownership, terms and conditions of access and arrangements and costs of managing the Research Infrastructure which form part of the Project will be in accordance with the arrangements outlined in the Proposal unless otherwise agreed, and as further detailed in this Schedule 3. The following general provisions also apply to the extent that they are not inconsistent with the Proposal:

- Maintenance costs of the Research Infrastructure will be the responsibility of the Party who owns it.
- Each instrument/equipment items which is part of the Research Infrastructure will be managed and maintained by researchers and/or technicians with relevant expertise.
- Each Party must take all reasonable measures to ensure that its officers, employees, contractors or students using Research Infrastructure and any other premises or facilities for the purpose of this agreement:
  - are acquainted with all applicable policies and procedures on security and occupational health and safety, and
  - comply with all directions of the relevant entity relating to security and occupational health and safety.
- The Research Infrastructure may only be used by persons approved for access with appropriate training in the use of the Research Infrastructure, consistent with the management and access arrangements detailed in the Proposal.
- The Administering Organisation shall ensure that any Specified Personnel shall have first priority in the use and operation of equipment purchased for the Project, consistent with the Linkage Program Funding Agreement.
- The cost of usage of the Research Infrastructure must be agreed by the management committee as specified in the Proposal or in the absence of a management committee, the Parties, before its use.

ADDITIONAL DETAILS:

[This section should only be used where additional or clarifying detail is to be provided over and above the original proposal. If this section does not apply, mark ‘Not applicable’].
Annexure 1
Funding Offer
(Attach a screenshot of the Funding Offer provided in RMS)