MULTI-INSTITUTIONAL AGREEMENT (MIA)  
AUSTRALIAN RESEARCH COUNCIL (ARC)  
DISCOVERY PROJECT GRANTS (DP)

DETAILS

<table>
<thead>
<tr>
<th>ARC Project ID:</th>
<th>DP</th>
<th>First Funding Year</th>
<th>2019</th>
</tr>
</thead>
</table>

Project Title:  

Administering Organisation and its first named Chief Investigator:  
Org: [Name and ABN]  
CI:  

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)  
Org: [Name and ABN]  
CI/PI name:  
Email address:  
Org: [Name and ABN]  
CI/PI name:  
Email address:  
Org: [Name and ABN]  
CI/PI name:  
Email address:  
Org: [Name and ABN]  
CI/PI name:  
Email address:  

BACKGROUND

A. ARC Discovery Projects recognise the importance of fundamental research to the national innovation system and supports research undertaken by individual researchers or research teams. The Administering Organisation and the Collaborating Organisations have successfully applied for an ARC Discovery Project 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 Funding Agreement and the Funding Rules.

THE PARTIES AGREE:

1. DEFINITIONS

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

1.2. In this agreement:

**ARC** means the Commonwealth of Australia as represented by the Australian Research Council.

**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;

**Collaborating Organisations** means the Other Eligible Organisations and Other Organisations which are a Party to this agreement.

**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;
(b) was properly in the possession of the Receiving Party in written form otherwise than by prior confidential disclosure from the Disclosing Party;
(c) was properly available to the Receiving Party 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 Agreement** means the agreement between the Commonwealth (as represented by the ARC) and the Administering Organisation regarding funding for Discovery Projects to commence in the first Funding year.

**Funding Offer** means the screenshot of the ARC's online Research Management System (RMS) set out in Annexure 1.

**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).

**Parties** means all parties to this agreement, and Party means any one of them.

**Project** means the project named in the Details and described in the Funding Offer.

**Project Activity Period** means the period during which a Project is receiving funding according to the original Funding Offer, or has any carryover funds approved by the ARC, or an approved variation to the Project End Date.

**Project Intellectual Property** means any Intellectual Property created or arising as a direct result of the conduct of the Project excluding copyright in a Student's thesis or work submitted for a higher degree.

**Proposal** means the application submitted by the Administering Organisation to the ARC which describes the Project, a copy of which is set out in Annexure 2.

**Specified Personnel** means, in respect of a Party, the Chief Investigator(s) and Partner Investigator(s), named in the Funding Offer, the Details section of this agreement or as otherwise approved by the ARC.

**Student** means a student of any of the parties to participate in the Project.

### 2. CONDUCT OF THE PROJECT

#### 2.1. The Parties agree:

(a) that the management of the Project and the Funding will at all times be in accordance with the Funding Agreement and the Funding Rules, including that any revised budget, aims and research plan must be approved by the ARC by the Administering Organisation submitting Variation of Funding Agreement request;

(b) that they have each received a copy of the Proposal and agree that the roles, budget, 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, contributions and program of research as set out in the Proposal and this agreement and in accordance with all legislation applicable to the performance of this agreement;
(d) that the Project will conform to the principles outlined in the following and their successor documents (where applicable):

(i)  *Australian Code for the Responsible Conduct of Research* (2007) developed jointly by the NHMRC, the ARC and Universities Australia, as amended from time to time;
(ii) *the 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 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).

(e) to ensure that all Specified Personnel:

(i) at all times during their participation in a Project, meet the eligibility criteria specified in the Funding Rules, and have direct responsibility for the strategic decisions and the communication of results for the Project;
(ii) have the capacity to make a serious commitment to carrying out the Project and will not assume the role of a supplier of resources for work that will largely be placed in the hands of others;
(iii) have adequate time and capacity to carry out each Project and have access to basic facilities, where relevant, for the Project;
(iv) take reasonable care of, and safely store, any data or specimens or samples collected during, or resulting from, the conduct of their Project;
(v) make arrangements acceptable to the ARC for lodgement with an appropriate museum or archive in Australia of data or specimens or samples collected during, or resulting from, their Project, and include details of the lodgement or reasons for non-lodgement in the progress reports and the Final Report for the Project; and
(vi) if requested by the ARC, assess up to 20 new Proposals per awarded Project per annum for each year of Funding; and
(vii) update and maintain RMS user data in their profile including Field of Research codes and expertise text which would reasonably enable matching of their expertise to ARC proposals for the purpose of assignment and assessment.

(f) to notify the Administering Organisation in writing in a timely manner if any Specified Personnel is not able to undertake the Project, or to continue to undertake the Project, or wishes to transfer to another organisation.

2.2. All Parties shall at all times comply with the requirements of the *Age Discrimination Act 2004* (Cth), *Disability Discrimination Act 1992* (Cth), *Sex Discrimination Act 1984* (Cth) and the *Racial Discrimination Act 1975* (Cth) as applicable.

2.3. The Administering Organisation and each Collaborating 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 the investigation and management of breaches of the *Australian Code for the Responsible Conduct of Research* (2007) as amended from time to time.

2.4. Each Collaborating Organisation agrees 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 Funding Agreement and Funding Rules.

2.5. Each Collaborating Organisation agrees to abide by the terms and conditions of the 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 Funding Agreement and Funding Rules, including, without limitation,

(a) reporting and financial management of the Funding;
(b) compliance with the *ARC Open Access Policy* and availability of metadata to satisfy the requirements of clause 21.4 and clause 21.5 of the Funding Agreement;

(c) compliance with the *ARC Research Integrity and Research Misconduct Policy* to satisfy the requirements of clause 33 and 34 of the Funding Agreement;

(d) compliance with the “Research Special Conditions” set out in clause 20 of the Funding Agreement; and

(e) compliance with clause 26 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. Subject to the ARC providing the Funding to the Administering Organisation, the Administering Organisation will transfer portions of the Funding to the Collaborating Organisation(s) in the amounts set out in Table 1 below.

#### Table 1: Distribution of Funding

<table>
<thead>
<tr>
<th>Organisation Name</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
</tr>
</thead>
<tbody>
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<tr>
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<td>$</td>
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<tr>
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<td>ABC University</td>
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<tr>
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<td>Other Project Funds</td>
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<td>Discovery International Award</td>
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<td>$</td>
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<tr>
<td>Total ARC Grant (indicative only)</td>
<td>$</td>
<td>$</td>
<td>$</td>
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</tr>
</tbody>
</table>

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

3.3. Where the Administering Organisation is transferring some of the Funding to the Collaborating Organisation(s), each Collaborating Organisation will, in respect of itself only:

(a) submit relevant tax invoices to the Administering Organisation on a quarterly basis; January, April, July, October.

(b) 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

(c) 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 practicable after the researcher leaving and will provide a financial acquittal to the Administering Organisation within 30 days of request, if requested to do so by the Administering Organisation.
3.4. The contact details for invoices at the Administering Organisation and acquittals for any relevant Collaborating Organisations are provided at Schedule 1.

3.5. 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). If GST is payable by the Administering Organisation to a Collaborating Organisation on any supply made under this Agreement, the Administering Organisation will, on issue of a complying tax invoice, pay the Collaborating Organisation(s) an amount equal to the GST liability payable by the Collaborating Organisation(s).

3.6. Where the Commonwealth has issued a notice under clause 4.4of the Funding Agreement to the Administering Organisation, a Collaborating Organisation must repay to the Administering Organisation any Funds unspent or not spent in accordance with the Funding Agreement as required by the notice.

3.7. Except as otherwise provided in clause 3.5, each Collaborating Organisation agrees to pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with its performance of this Agreement.

4. INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION

4.1. 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 or controlled by the Party that makes it available for the purpose of carrying out the Project.

4.2. Each Party grants to each other 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.

4.3. 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.

4.4. The Parties agree that all rights, title and interest in the Project Intellectual Property will be 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 will 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. Each Party's share of Project Intellectual Property will be dealt with in accordance with the relevant Party's own Intellectual Property policies, regulations and procedures. The Parties acknowledge that the Intellectual Property arrangements in this clause 4 must take into account maximising the return of benefits to Australia.

4.5. 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.

4.6. Subject to requirements to protect potentially commercially valuable Project Intellectual Property and the terms of this Agreement, each Party grants to each other Party a non-exclusive, perpetual, royalty free licence to use the Project Intellectual Property they own for:

(a) research, education and training purposes; and

(b) publication purposes

but not for commercialisation. If a Party wishes to sub-license their rights to Project Intellectual Property under this clause 4.6, the Party will notify and obtain prior written consent from each owner of the relevant Project Intellectual Property, which consent must not be unreasonably withheld.

4.7. Each Collaborating Organisation acknowledges that the Administering Organisation may enter into separate agreements with other parties named in the Proposal, and consents to the extension of the licences granted in clauses 4.2, 4.5 and 4.6 to those Participating Organisations.

4.8. Each Collaborating Organisation grants or will procure the grant of a permanent irrevocable, free, worldwide, non-exclusive licence (including the right to sub-licence) to the Administering Organisation to licence, use, reproduce, communicate, modify, publish and adapt any Material they own produced under this Agreement and incorporated into the Proposal or any report provided by the Administering Organisation to the ARC under the Funding Agreement to the extent required to satisfy clause 24.7 of the Funding Agreement but for no other purpose.
4.9. The administration and management of the Project Intellectual Property will 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 and patent landscape for the research areas included in the Proposal.

4.10. The Parties agree that copyright in a Student’s thesis will be owned by the Student but the Party where the Student is enrolled will ensure that the Student enters into written arrangements which are consistent with the terms of clause 4 of this agreement before the Student commences any research activities on the Project.

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

4.12. 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 4.4) shall decide jointly what, if any, measures should be taken to protect the identified Project Intellectual Property.

4.13. In relation to the commercialisation of Project Intellectual Property, the Parties who own Project Intellectual Property (as determined in accordance with clause 4.4) will 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 returns (such share to be negotiated in good faith).

4.14. 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 during 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. For the avoidance of doubt, each Party may disclose Confidential Information received by it under this agreement to its officers, employees and Students who have a need to know such Confidential Information for the purposes of the Project provided that such officers, employees and Students agree to treat such Confidential Information in accordance with this clause 4.4.

4.15. Notwithstanding clause 4.14, the Administering Organisation may, after notifying the Party that disclosed the Confidential Information, disclose Confidential Information to the ARC, including the terms of this agreement, if required by the ARC under the terms of the Funding Agreement and each Collaborating Organisation acknowledges that the ARC may use and disclose the Confidential Information in accordance with clause 27.2 of the Funding Agreement.

4.16. The Parties acknowledge the obligations of each other Party under their respective statutes to deposit in the library a copy of a Student’s completed thesis or work submitted for a higher degree. Nothing in this agreement affects the operation of those statutes or creates any obligations contrary to those statutes.

5. PUBLICATIONS, PUBLICITY & ACKNOWLEDGMENTS

5.1. Subject to clause 4.14, each Collaborating Organisation agrees to provide the Administering Organisation with any publications, promotional and advertising material resulting from the Project in order for the Administering Organisation to comply with its obligations under clauses 28 of the Funding Agreement.

5.2. Notwithstanding clause 5.1, each Collaborating Organisation agrees to ensure that any publications, for which their Specified Personnel are listed as an author and that result from the Project comply with the obligation to include acknowledgement of the ARC’s funding, including the ARC Project ID, in accordance with clauses 21.5, 21.6, 28.3, and 28.5 of the Funding Agreement.

5.3. The Parties agree that all Research Outputs and metadata arising from the Project will be made openly accessible in the timeframes and in accordance with clauses 21.4 and 21.5 of the Funding Agreement.

5.4. The Parties are entitled to publish the results of the project subject to clause 5.5.

5.5. The publishing Party will provide a copy of the proposed publication to each other Party at least 30 days in advance of submitting for publication. The other Parties may provide comments and/or reasonable amendments to the publication to protect their Confidential Information and/or Intellectual Property, including requesting removal or delay to the inclusion of information which may pre-empt the
other Party's publication of its Project Intellectual Property which is not jointly owned with the publishing Party, provided the comments and/or amendments are given to the publishing Party in writing no later than 15 days before the publication is proposed to be submitted. If no such comments or amendments are provided within the 15 day period, the publishing Party can submit the proposed publication, subject to any applicable requirements under the Funding Agreement. Where a Party requests that the material be amended, the publishing Party will use all reasonable efforts to amend the proposed publication accordingly and, if requested, delay submission of the publication for a period not exceeding 6 months to allow appropriate registration of any registrable Intellectual Property.

6. CONFLICT OF INTEREST

6.1. All Parties involved in or associated with a Project are required to disclose to each other any actual or potential Conflict of Interest.

6.2. 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 Australian Code for the Responsible Conduct of Research (2007) the ARC Conflict of Interest and Confidentiality Policy and any relevant successor document.

7. TERM AND TERMINATION OF AGREEMENT

7.1. This agreement commences on the later of the ARC Funding Commencement Date and the date that this agreement is last signed by a Party, which must be on or before the ARC Final Commencement Date, and will end on the date on which all obligations under the Funding Agreement have been fulfilled unless otherwise terminated in accordance with this agreement.

7.2. The Administering Organisation may terminate this agreement or a Collaborating Organisation's involvement in the agreement if:

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

(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.

7.3. If the Administering Organisation receives notice that a Collaborating Organisation wishes to withdraw its involvement in the Project the Administering Organisation will seek, in accordance with the Funding Agreement, the remaining Parties consent to terminate this agreement, or continue the Project with the remaining Collaborating Organisations. Where the Parties elect to proceed with the Project they will do all things necessary to amend this agreement to reflect the new arrangements.

7.4. Upon termination of this agreement, the Parties must immediately take all available and reasonable steps to stop any further expenditure of Funding 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.

7.5. The Parties may immediately terminate this agreement by mutual consent in writing, subject to any approvals required under the Funding Agreement.

7.6. 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 4.2, 4.5, 4.6, 4.7 and 4.12; and

(b) continues to grant to the other Parties a licence that meets the description of clauses 4.2, 4.5 and 4.7.

7.7. Obligations contained in clauses 2.3, 2.5, 4.3, 4.6, 4.8, 4.13, 4.14, 4.15, 5, 6, 7.4, 7.6, 7.7, 8, 9.2, 9.4, 9.7 and any other provisions intended by the Parties to survive termination or expiration, will survive termination or expiration of this agreement.

8. INDEMNITY AND INSURANCE
8.1. Each Collaborating Organisation indemnifies the Administering Organisation from and against any liability, loss, damage, costs and expenses incurred by the Administering Organisation arising from any claim, suit, demand, action or proceeding by the ARC against the Administering Organisation under clause 24.9 or 25 of the Funding Agreement to the extent that such liability, loss, damage, cost or expense was caused by:

(a) any infringement (or alleged infringement) of Intellectual Property rights by the Collaborating Organisation, its employees, agents or subcontractors in the course of, or incidental to:

   (i) performing the Project; or

   (ii) the use by the Commonwealth of reports provided by the Administering Organisation under this Agreement;

(b) any wilful, unlawful or negligent act or omission of the Administering Organisation, its employees, agents or subcontractors in connection with this Agreement.

8.2. The Collaborating Organisations’ liability to indemnify the Administering Organisation under this clause 8 shall be reduced proportionately to the extent that any act or omission of the Administering Organisation or its employees or agents contributed to the loss or liability.

8.3. Except for liability under clause 8.1, no Party will be liable to any other Party in connection with this agreement in contract, tort (including negligence), under statute, under any action, claim or liability, or under any other basis in law or equity for any loss of an indirect or consequential nature whether or not such loss, or the possibility of such loss, was foreseeable, could have been contemplated by, or was notified to, the other Party.

8.4. Each Collaborating Organisation agrees to maintain adequate insurance to cover any liability arising as a result of their participation in this Project for as long as such obligations remain in connection with this Agreement and provide proof of such insurance to the Administering Organisation upon request.

9. GENERAL

9.1. 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.

9.2. 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.

9.3. This agreement may be signed in any number of counterparts, each of which will be an original (and any electronic copy of same will be deemed to be an original), and all executed counterparts will together constitute one agreement. If this agreement is signed in counterparts, the date of this agreement is the date on which the last counterpart is signed by the last Party.

9.4. 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.

9.5. 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.

9.6. 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.

9.7. 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 in which registered address of the Administering Organisation is located and the Parties agree to submit to the non-exclusive jurisdiction of the courts of that State or Territory.

9.8. 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.

9.9. 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.
9.10. Any notice under this agreement shall be given in writing and delivered by hand or sent by pre-paid post or facsimile or other form of electronic transmission to the authorised signatory of a Party.

9.11. 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.

10. SPECIAL CONDITIONS

10.1. 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>
</tr>
</thead>
<tbody>
<tr>
<td>Administering Organisation</td>
<td>Names of CIs here</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Collaborating Organisation</td>
<td>Name of CIs or PIs from each other organisation</td>
<td></td>
<td></td>
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<tr>
<td>Add further rows/details if there are additional Collaborating Organisations</td>
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Schedule 1 – Contact Details

A. Contact details at Administering Organisation:

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<th>Notice details</th>
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<tr>
<td>Email</td>
<td>&lt;Insert email&gt;</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Acquittals details (person/unit)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Acquittals contact name</td>
<td>&lt;Insert Name&gt;</td>
</tr>
<tr>
<td>Position</td>
<td>&lt;Insert Title&gt;</td>
</tr>
<tr>
<td>Address</td>
<td>&lt;Insert Address&gt;</td>
</tr>
<tr>
<td>Email</td>
<td>&lt;Insert email&gt;</td>
</tr>
</tbody>
</table>

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 Table 1):

<table>
<thead>
<tr>
<th>[Name of Collaborating Organisation]</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Notice details</td>
<td></td>
</tr>
<tr>
<td>Notice contact name</td>
<td>&lt;Insert Name&gt;</td>
</tr>
<tr>
<td>Position</td>
<td>&lt;Insert Title&gt;</td>
</tr>
<tr>
<td>Physical address</td>
<td>&lt;Insert Address&gt;</td>
</tr>
<tr>
<td>Postal address</td>
<td>&lt;Insert Address&gt;</td>
</tr>
</tbody>
</table>

ARMS template ARC Discovery Projects Multi-Institutional Agreement 2019
<table>
<thead>
<tr>
<th>Email</th>
<th>&lt;Insert email&gt;</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acquittal details (person/unit)</td>
<td></td>
</tr>
<tr>
<td>Contact name</td>
<td>&lt;Insert Name&gt;</td>
</tr>
<tr>
<td>Position</td>
<td>&lt;Insert Title&gt;</td>
</tr>
<tr>
<td>Address</td>
<td>&lt;Insert Address&gt;</td>
</tr>
<tr>
<td>Email</td>
<td>&lt;Insert email&gt;</td>
</tr>
<tr>
<td>[Name of Collaborating Organisation]</td>
<td></td>
</tr>
<tr>
<td>Notice details</td>
<td></td>
</tr>
<tr>
<td>Notice contact name</td>
<td>&lt;Insert Name&gt;</td>
</tr>
<tr>
<td>Position</td>
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</tr>
<tr>
<td>Physical address</td>
<td>&lt;Insert Address&gt;</td>
</tr>
<tr>
<td>Postal address</td>
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</tr>
<tr>
<td>Email</td>
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</tr>
<tr>
<td>Acquittal details (person/unit)</td>
<td></td>
</tr>
<tr>
<td>Contact name</td>
<td>&lt;Insert Name&gt;</td>
</tr>
<tr>
<td>Position</td>
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</tr>
<tr>
<td>Address</td>
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</tr>
<tr>
<td>Email</td>
<td>&lt;Insert email&gt;</td>
</tr>
</tbody>
</table>
Annexure 1 - Funding Offer

[insert screenshot of the Funding Offer provided in RMS]
Annexure 2 – Proposal

[Insert full Proposal]