Grant Agreement

between the

Commonwealth of Australia
as represented by the
Australian Research Council

and

<<Administering Organisation>>

regarding funding for schemes under the

Linkage Program (2018)

- Linkage Infrastructure, Equipment and Facilities funding commencing in 2020
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Grant Agreement for schemes under the Linkage Program – LIEF (2020)
Parties & Recitals

THIS AGREEMENT is made on the __________ day of ______________ 20___

between the

COMMONWEALTH OF AUSTRALIA (‘the Commonwealth’), as represented by and acting through the Australian Research Council (‘the ARC’) [ABN 35 201 451 156] and

<<Administering Organisation>> (‘the Administering Organisation’).

WHEREAS:

A. The Commonwealth through the ARC operates the Linkage Infrastructure, Equipment and Facilities scheme (‘the Scheme’);

B. The Commonwealth accepts that the Administering Organisation is an eligible body for the purposes of the Scheme, and the Commonwealth may provide financial assistance to support the Administering Organisation to conduct the Projects, including the approved Grant funding elements, being those described in the Grant Offer;

C. The Commonwealth is required by law to ensure the accountability of Grant funding and, accordingly, the Administering Organisation is required to be accountable for all Commonwealth Grant funding it receives under this Agreement; and

D. The Commonwealth wishes to provide the Grant funding under the Scheme to the Administering Organisation for the purposes, and subject to the terms and conditions, set out in this Agreement.

IT IS HEREBY AGREED as follows:

Definitions

In this Agreement, unless the contrary intention appears:

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

Active Project means a Project that is receiving the Grant funding according to the terms of an existing Funding Agreement or Grant Agreement, or has any carryover Grant funds approved by the ARC, or an approved variation to the Project End Date.

Administering Organisation means an Eligible Organisation which submits an Application for Grant funding and is responsible for the administration of the Grant funding under this Grant Agreement.

Application means a request for Grant funding submitted through RMS by an Administering Organisation seeking Grant funding under an ARC grant program. It includes the specifics of a proposed grant activity as well as the administrative information required to determine the eligibility of the Application.

ARC means the Australian Research Council, as established under the ARC Act.
ARC Act means the Australian Research Council Act 2001 or the Act.

ARC website is www.arc.gov.au.

Asset includes personal, real or incorporeal property, but not Intellectual Property.

Cash Contribution means the cash from an organisation for the Project which is transferred to and managed by the Administering Organisation.

Chief Executive Officer or CEO means the occupant of the position of the Chief Executive Officer of the ARC, or the delegate, as established under the ARC Act.

Chief Investigator (CI) means a person or persons named as a CI who meets the eligibility criteria stated in the Grant Guidelines.

Commonwealth means Commonwealth of Australia as represented by the Australian Research Council specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.

Commonwealth Entity has the meaning given in Section 10 of the Public Governance, Performance and Accountability Act 2013.

Confidential Information means any information which the parties agree is confidential or that is by its nature confidential.

Conflict of Interest means any conflict of interest, any risk of a conflict of interest and any apparent conflict of interest arising through a party engaging in any activity, participating in any association, holding any membership or obtaining any interest that is likely to conflict with or restrict that party participating in the Project. The ARC Conflict of Interest and Confidentiality Policy is available on the ARC website.

Digital Object Identifier (DOI) means a unique persistent identifier for a published digital object, such as an article or a report, which is issued by the DOI Foundation.

Eligible Organisation means an organisation listed in the Grant Guidelines.

End of Year Report means the report described in clause 33.2.

Final Commencement Date means a date no later than six months after the Grant Offer is executed by the ARC in RMS.

Final Report means the report described in clause 33.4.

FTE means full-time equivalent.

Grant or Grant funding means the amount or amounts payable under this Agreement for each Project.

Grant Agreement or Agreement means this document.


Grant Offer means the details listed in the ARC’s RMS under ‘Funding Offers’ showing the project details and grant amount.

GST has the meaning as given in section 195-1 of the A New Tax System (Goods and Services Tax) Act 1999.

HDR means a Higher Degree by Research including a PhD or Masters Degree by Research.

Indemnitees refers to persons claiming protection against any claim or damages and includes (but is not limited to) officers, employees, agents and subcontractors of the Commonwealth.
**In-kind Contribution** means a contribution of goods, services, materials and/or time to the Project from an individual, business or organisation.

**Intellectual Property** means all copyright, and neighbouring rights, all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered designs, Confidential Information (including trade secrets and know how and circuit layouts), and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

**Legislation** means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory, or local authority.

**LIEF** means the *Linkage Infrastructure, Equipment and Facilities* scheme.

**Linkage Program** refers to the schemes funded under the Linkage Program of the NCGP which consist of *Linkage Infrastructure, Equipment and Facilities* and other schemes.

**Material** includes documents, equipment, software, goods, information and data stored by any means.

**Minister** means the Minister responsible for the administration of the ARC Act, or the Minister's delegate.

**NCGP** means the ARC’s National Competitive Grants Program.

**NHMRC** means the National Health and Medical Research Council.

**ORCID Identifier** means a persistent digital identifier for an individual participant, available on the [ORCID website](https://www.orcid.org).

**Other Eligible Organisation** means an organisation listed in section 6.8 of the Grant Guidelines which is not the Administering Organisation on an Application.

**Other Organisation** means an organisation that is not an Administering Organisation or an Other Eligible Organisation that contributes to the research Project.

**Part-time** means for less than five full working days per week.

**Participating Organisation** means the Administering Organisation, Other Eligible Organisations, Other Organisations and Partner Organisations associated with a Project.

**Partner Investigator (PI)** means a person or persons named as a PI who satisfies the eligibility criteria for a PI stated in the Grant Guidelines.

**Partner Organisation** means an organisation which is not an Eligible Organisation, but is named as a contributor to a Project.

**Party** means the Administering Organisation or the Commonwealth.

**Personnel** means those persons involved in the conduct of the Project.

**PhD** is a qualification that meets the level 10 criteria of the *Australian Qualifications Framework Second Edition January 2013*.

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

**Progress Report by Exception** means the report described in clause 33.2.

**Project** means any Project as described in the Grant Offer or as otherwise approved by the Minister for Grant funding under this Agreement.

**Project Activity Period** means the period during which a Project is receiving Grant funding.
according to the original Grant Offer, or has any carryover Grant Funds approved by the ARC, or an approved variation to the Project End Date. During this period, the Project is known as an Active Project.

**Project End Date** means the expected date that the project activity will be completed and by which all Grant funding will be spent.

**Project Leader** means the participant from the Administering Organisation who is the first-named Chief Investigator on an Application or such other person otherwise approved by the Minister and includes any replacement person approved by the ARC in accordance with this Agreement.

**Project Start Date** means the date on which the Project commences research and Grant expenditure.

**Research** is defined, for the purposes of this Grant Agreement, as the creation of new knowledge and/or the use of existing knowledge in a new and creative way so as to generate new concepts, methodologies, inventions and understandings. This could include synthesis and analysis of previous research to the extent that it is new and creative.¹

**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.

**Research Office** means a business unit within an Eligible Organisation that is responsible for administrative contact with the ARC regarding applications and projects.

**Research Output** means all products of the research project that meet the ARC definition of Research.

**Responsible Officer** means the Vice-Chancellor or other corporate head of the Administering Organisation or an officer nominated by that person.

**RMS** means the ARC’s online Research Management System.

**Scheme** has the meaning given in Parties and Recitals.

**Special Condition** means a special condition specified in this Agreement which governs the use of the Grant provided by the ARC.

**Specified Personnel** means the Project Leader, Chief Investigator(s) and Partner Investigator(s) named in the Grant Offer to perform the Project or as approved by the ARC.

**Variation of Grant Agreement (Variation)** means a request submitted to the ARC for approval by the Administering Organisation to vary a Research Program and associated budget, Specified Personnel, or Participating Organisations. A Variation is listed as a Variation of Funding Agreement (VFA) in RMS.

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¹ This definition of research is consistent with a broad notion of research and experimental development comprising “creative and systematic work undertaken in order to increase the stock of knowledge, including knowledge of humankind, culture and society, and to devise new applications of available knowledge.”

1. **Interpretation**

1.1. In this Agreement, unless the contrary intention appears:

(a) clause headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer;

(b) words in the singular number include the plural and vice versa; and

(c) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.

1.2. This Agreement is subject to the ARC Act. If there is any conflict between this Agreement and the ARC Act, then the ARC Act prevails to the extent of any inconsistency.

2. **Entire Agreement and Variation**

2.1. This Agreement, including Schedules, the Grant Guidelines and the Application, constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement.

2.2. The Commonwealth may at any time impose other requirements or conditions in connection with any Grant covered by this Agreement as provided for under the ARC Act. The Administering Organisation must as soon as possible, or as otherwise agreed in writing with the ARC, comply (or procure compliance) with any other conditions or requirements notified by the ARC. In the event of any inconsistency between this Agreement and any such further requirements or conditions, the Administering Organisation will not be taken to have breached this Agreement where it has acted consistently with any further requirements or conditions notified under this clause.

2.3. If any part of this Agreement conflicts with any other part, that part higher in the following list will take precedence:

(a) the terms and conditions contained in the clauses of the Agreement;

(b) the Schedules;

(c) the Grant Guidelines; and

(d) the Application.

2.4. This Agreement may be varied in writing only, agreed and approved by both parties.

2.5. The Administering Organisation is required to do all things incidental or reasonably necessary to give effect to this Agreement. This includes, but is not limited to the Administering Organisation’s securing the agreement of all parties involved in a Project to abide by the terms and conditions of this Agreement.

3. **Term of Agreement and Project Activity Period**

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

3.2. The period of the Grant is the Project Activity Period unless the Grant is terminated earlier in accordance with this Agreement.

3.3. The Project Activity Period for any Project including any element of a Project is indicative only of the intent of the Minister at the time of making the offer of the Grant and is not binding on the Commonwealth. In the event that the Minister subsequently makes a determination to vary the Grant, this Agreement will continue to apply to any Project granted financial assistance under such a determination.
4. **Payment of the Grant**

4.1. Subject to the provisions of the ARC Act, the terms of this Agreement and sufficient program Grant funding being available for the Scheme, the ARC will pay the Grant funds to the Administering Organisation for each Project annually in accordance with the Grant Offer.

4.2. All Grant funding for a Project is subject to the following conditions:

(a) that the Project starts by no later than the Final Commencement Date or by any later date approved by the ARC;

(b) that the Project Leader listed in the Grant Offer, or as otherwise approved by the ARC, leads and coordinates the Project during the Project Activity Period, including by having direct responsibility for the strategic decisions and the communication of results for the Project;

(c) that the Administering Organisation conducts the Project substantially in accordance with the ‘Project Description’ contained in the Application for that Project, or in the event of any variation to the Project, in accordance with the description, aims and research plan as otherwise approved by the ARC;

(d) that the Administering Organisation spends all Grant funds paid under this Agreement for each Project substantially in accordance with the ‘Project Cost’ detailed in the Application for that Project and any Special Conditions, or the budget as otherwise approved by the ARC and any conditions otherwise imposed by the ARC in accordance with the ARC Act, and in accordance with the requirements of this Agreement and the Grant Guidelines;

(e) that the Administering Organisation only receives Grant funding under this Agreement to which it is properly entitled;

(f) that the Administering Organisation enters into (and maintains) an agreement with each other Participating Organisation that meets the requirements of clause 11;

(g) that the Cash Contributions from Participating Organisations are paid to the Administering Organisation by 30 October 2020, unless otherwise approved by the ARC;

(h) that where a Project involves coordinated access to an international facility, the Administering Organisation enters into (and maintains) an agreement with each international facility that meets the requirements of clause 12;

(i) that the Partner Organisation contributions for a Project satisfy the requirements set out in this Agreement and the Grant Guidelines, unless otherwise approved by the ARC;

(j) that the Administering Organisation submits on time all reports required under this Agreement, in the form and with content satisfactory to the ARC;

(k) that progress of the Project is satisfactory in the opinion of the ARC;

(l) that all Specified Personnel at all times during their participation in a Project, meet the eligibility criteria specified in the Grant Guidelines, and have direct responsibility for the strategic decisions and the communication of results for the Project;

(m) that all Specified Personnel 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;

(n) that all Participating Organisations, at all times during their participation in a Project, meet the eligibility criteria specified in the Grant Guidelines;

(o) that each participant or organisation named in an Application must declare to the
Administering Organisation all Conflicts of Interest that exist or are likely to arise in relation to any aspect of the Project, which may have the potential to influence or appear to influence the research and/or activities related to the Project;

(p) that the Administering Organisation has documented and implements processes in place for managing Conflicts of Interest in accordance with the Australian Code for the Responsible Conduct of Research (2018);

(q) that the ARC is advised in a timely manner of any and all other Commonwealth Grant funding which has been, is being, or is intended to be provided for the research and/or activities (including for Research Infrastructure) funded under this Agreement;

(r) that there is no duplication of Commonwealth Grant funding for the research and/or activities funded for the Project under this Agreement;

(s) that the ARC is notified in writing in a timely manner if any Specified Personnel is not able to undertake the Project, or to continue to undertake the Project, and that any change in Specified Personnel is approved in accordance with clause 15;

(t) that the Administering Organisation’s funding contribution for each Project satisfies the requirements set out in the Grant Guidelines, unless otherwise approved by the Minister;

(u) that the Administering Organisation is responsible for any and all taxation implications associated with receiving the Grant;

(v) that the Administering Organisation complies with any other requirements or conditions imposed by the ARC in connection with any Grant covered by this Agreement; and

(w) that where a researcher has separate funding from a non-Commonwealth government third party, the Administrating Organisation is responsible for ensuring they do not breach this Agreement.

4.3. If the Administering Organisation does not meet any one or more of the conditions listed in this clause in respect of a Project, the Commonwealth may do any or all of the following:

(a) not pay the Administering Organisation any further Grant funds for that Project;

(b) recover all or some of the Grant funds paid under this Agreement for that Project, including all unspent Grant funds and any Grant funds not spent in accordance with this Agreement; and/or

(c) vary the amount of Grant funding approved for that Project.

4.4. The Administering Organisation must pay to the Commonwealth the amount specified in any notice received under this clause above within 30 days of the date of that notice.

4.5. The ARC will pay to the Administering Organisation, by way of financial assistance in accordance with the ARC Act, the approved amounts set out in the Grant Offer, which is exclusive of any GST which may be imposed on the supply.

4.6. The ARC has the right to unilaterally vary the amounts for any or all Projects, including through a determination under section 54 of the ARC Act.

4.7. In the event that the Minister makes a determination to vary the Grant funding, the Commonwealth will have the right to modify, unilaterally, the rates set out in this Agreement.

4.8. Where the Commonwealth exercises its right under this clause it will inform the Administering Organisation in writing of the variation within 30 days of execution of that variation.
5. **Taxes, duties and government charges**

5.1. The Administering Organisation agrees to pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement.

6. **Accuracy of Information**

6.1. The provision of any Grant funding for a Project is conditional on all information contained in the Application for that Project and all reports required by this Agreement from the Administering Organisation being complete, accurate and not misleading. The ARC regards inaccurate and misleading information as including, but not being limited to, claiming fictitious track records, inflating funds obtained from other sources and false claims in the publication record, for example describing a paper as being ‘in press’ or accepted even though it has only been submitted.

6.2. If the ARC considers that an Application for a Project or any report provided under this Agreement contains incomplete, inaccurate or misleading information, the ARC may by notice in writing to the Administering Organisation do any or all of the following:

(a) not pay the Administering Organisation any further Grant funds for that Project;

(b) recover all or some of the Grant funds paid under this Agreement for that Project, including all unspent Grant funds and any Grant funds not spent in accordance with this Agreement; and/or

(c) vary the amount of Grant funding approved for that Project.

6.3. The Administering Organisation must pay to the ARC the amount specified in any notice received under this clause within 30 days of the date of that notice.

7. **Use of the Grant: Activities, Facilities and Types of Work**

7.1. The Administering Organisation will ensure that each Project described in the Grant Offer is implemented in accordance with this Agreement in a diligent and competent manner. In addition, each Project must be conducted in accordance with the ‘Project Description’ contained in the Application, or any revised budget, aims and research plan which have been submitted by the Administering Organisation and approved by the ARC. In the case that the Administering Organisation is granted a lesser amount of Grant funding than was requested for a Project, the Administering Organisation must ensure that a revised budget is agreed with the Project Leader before the commencement of the Project.

7.2. The Administering Organisation must ensure that expenditure on each Project is in accordance with the ‘Project Description’ contained in the Application and within the broad structure of the proposed ‘Project Cost’ detailed in the Application. Any revised budget, aims and research plan must be approved by the ARC by submitting a Variation request.

7.3. The Administering Organisation must not use the Grant:

(a) for purposes specifically excluded in the Grant Guidelines;

(b) for items excluded as a Special Condition in the Grant Offer;

(c) to purchase alcoholic beverages; or

(d) for purposes specifically excluded in this Agreement.

7.4. The Administering Organisation must ensure that the Specified Personnel listed in the Grant Offer (or any replacement person(s) approved by the ARC) have adequate time and capacity to carry out each Project and must provide basic facilities, where relevant, for each Project.
7.5. As set out in the Grant Guidelines, Projects involving non-capital work aspects for library or research information infrastructure may include salaries and minor pieces of equipment to build an integrated facility if provision was made for those costs in the Application and if the entire Project is a cohesive attempt to provide infrastructure support for research.

7.6. Unless otherwise approved by the ARC, the Grant funding must not be used to fund any research and/or activities for which other financial assistance from the Commonwealth has been, is being, or is intended to be provided.

7.7. Unless otherwise approved by the ARC, the Administering Organisation must provide the resources to undertake each Project as specified in the Application.

7.8. The Administering Organisation must obtain the agreement of all parties necessary to allow each Project to proceed. Evidence of agreement must be obtained from all relevant persons and organisations involved in the Project and is to be retained by the Administering Organisation. This evidence must be made available if requested by the ARC.

7.9. Overseas PIs who are not employed by an Administering Organisation are not required to provide certification from their employing organisation.

If any other Commonwealth Grant funding is approved for any research and/or activity which is similar to research or activities being conducted for any Project, the ARC must be notified immediately and the ARC may consider whether or not to terminate or recover Grant funding to the extent that it is duplicated by another Commonwealth source.

7.10. It is the responsibility of the Administering Organisation to ensure that there is coordinated access to the research infrastructure funded by the Project, and a facility manager may be employed to coordinate access and manage the communication between the organisations. Salary for this role must not be paid from Grant funds.

8. **Use of the Grant: Provision of Salaries**

8.1. The Grant funding specified in the Grant Offer must not be used for the provision of salary support for Specified Personnel.

8.2. Grant funding for Project costs may be used by the Administering Organisation to employ Personnel, other than the Specified Personnel, where provision for such was included in the Application in accordance with the Grant Guidelines and approved by the Minister. They may be employed full-time or part-time, as required.

8.3. In respect of Personnel other than Specified Personnel, unless the ARC otherwise determines:

(a) in recruiting Personnel, the Administering Organisation and Other Eligible Organisations must follow their normal recruitment procedures;

(b) the provision of salaries, recreation leave, sick leave and other conditions of employment for Personnel must be those of the employing organisation; and

(c) the on-costs provisions beyond the ARC contribution of 30 per cent remain the responsibility of the Administering Organisation or Other Eligible Organisations, for example extended periods of leave, severance pay, and such like must not be provided from ARC Grant funds.

8.4. The Administering Organisation must ensure that any Personnel who are employed full-time on a Project and whose salary is provided from the Grant will not, without the prior agreement of the ARC, accept any remuneration whatsoever from any source other than the Administering Organisation in respect of work performed on the Project.
8.5. Project payments can only commence once the Grant Agreement has been executed by both parties. Retrospective salary payments will not be paid for employment prior to the date the Grant Agreement is executed.

9. Over-expenditure by the Administering Organisation

9.1. Any Project expenditure incurred by the Administering Organisation for a Project additional to the approved amount for that Project specified in the Grant Offer, or as otherwise varied by the ARC, is the responsibility of the Administering Organisation. The ARC will not reimburse the Administering Organisation for such costs under any circumstances.

10. Conditions of Employment

10.1. The Administering Organisation must provide each Specified Personnel with a copy of this Agreement within a reasonable time after the execution of the Agreement.

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

10.3. The Administering Organisation must ensure that, unless otherwise approved by the ARC, all Specified Personnel meet the criteria specified in the Grant Guidelines for the full term of their participation in the Project.

10.4. The Administering Organisation must ensure that each of the Specified Personnel who is to work on a Project has the approval of their employing organisation to participate in the Project. The Administering Organisation does not require the agreement of the employing organisation of an overseas-based PI (unless they are employed by the Administering Organisation) to participate in the Project.

10.5. The Administering Organisation must ensure that all Conditions of Employment as detailed in this Agreement are met.

11. Participating Organisation Agreements

11.1. The Administering Organisation must not allow a Project to commence, nor Grant funds to be expended, until it has entered into an agreement with each other Participating Organisation in accordance with this clause.

11.2. The written agreement must be entered into with each other Participating Organisation before the Final Commencement Date and must include provisions that:

(a) outline the roles, contributions and research that will be undertaken by the Administering Organisation and relevant Participating Organisation;

(b) outline the roles, contributions and research that will be undertaken by any other Participating Organisation;

(c) outline the location of the Research Infrastructure;

(d) outline the terms and conditions of access to the Research Infrastructure for both Specified Personnel and users of the Research Infrastructure named in the Application;

(e) outline the terms and conditions of access to the Research Infrastructure for researchers not associated with the Project;

(f) outline the details of the arrangements and costs of managing the Research Infrastructure (including any recurrent expenditure) and how any costs will be distributed across the users of the Research Infrastructure;

(g) describe the Intellectual Property (IP) arrangements that apply to the IP each party brings to the Project (or background IP) as well as to the outcomes or results generated by the Project (or Project IP). Such arrangements must take
into account maximising the return of benefits to Australia and unless otherwise approved by the ARC, comply with the National Principles of Intellectual Property Management for Publicly Funded Research and/or any successor document;

(h) outline the roles and responsibilities of the Administering Organisation and Other Eligible Organisations in relation to 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 (2018);

(i) describe the processes for the entry and exit of all Participating Organisations, including arrangements (such as re-negotiation options) for any continuing use and/or ownership of background IP and Project IP when a Participating Organisation withdraws from the Project or when a Partner Organisation is closed down, dissolved, liquidated or sold;

(j) other than where the Participating Organisation is a Commonwealth Entity which contracts as part of the Commonwealth, an indemnity from the Participating Organisation in favour of the Administering Organisation that covers any loss, liability or expense incurred or suffered by the Administering Organisation as a result of any breach of this Agreement caused by the Administering Organisation’s reliance on the assurance given by the Participating Organisation;

(k) are consistent with details contained in the Application, except as provided for in this clause; and

(l) do not impede or prevent the Administering Organisation from complying with any of its obligations under this Agreement.

11.3. The written agreement under this clause must also consider including provisions that:

(a) provide an assurance from the Participating Organisation for the continued operation of the Project unhindered by ownership of IP;

(b) provide an assurance that following the transfer of any IP by the Administering Organisation to the Participating Organisation, the Administering Organisation may continue to teach and research in any and all areas protected by the IP, and develop new unencumbered IP;

(c) provide an assurance that where the ownership of any IP is transferred to a Participating Organisation as a result of the collaboration for which Grant funding is provided, upon the closing down, dissolution and/or liquidation of the Participating Organisation, during the term of the Agreement, the ownership of the IP will be renegotiated with the Administering Organisation;

(d) provide an assurance that upon any sale of the Participating Organisation in part or in full, the Administering Organisation has reasonable opportunity to retain the proposed benefits to Australia on which the Grant was awarded; and

(e) continue to satisfy the requirements of this clause at all times during the Project Activity Period for the Project.

11.4. Unless otherwise approved by the ARC, the Administering Organisation must ensure that each Participating Organisation provides contributions as set out in the Application. However, if the Grant funding for a Project is less than the amount requested in the Application for that Project, the Participating Organisation contribution may be reduced by the same proportion. The minimum requirements for the eligible Participating Organisation contribution as set out in this Agreement and the Grant Guidelines continue to apply.

11.5. Except in the case of subscriptions or other payments to major international facilities, or as otherwise approved by the ARC, all contributions, including Participating Organisations contributions are to be expended within 12 months of the Project Start Date.
11.6. Once a written agreement for a Project has been entered into by each Participating Organisation and the Administering Organisation, the Administering Organisation must provide to the ARC the **Participating Organisation Agreed Contribution Report**, on the relevant form made available by the ARC in RMS.

11.7. If a written agreement between the Administering Organisation and a Participating Organisation is revised in accordance with this Agreement, to change the level of Participating Organisation contribution, the Administering Organisation must provide to the ARC a revised **Participating Organisation Agreed Contribution Report**, on the relevant form made available by the ARC in RMS.

11.8. The Administering Organisation must ensure that each Participating Organisation is provided with timely notice of progress made on the Project.

11.9. The Administering Organisation will retain the written agreement, and make it available to the ARC if required.

12. **International Facility Agreements**

12.1. Where a Project involves coordinated access to an international facility, the Administering Organisation must not allow the Project to start, nor Grant funding to be expended, until it has entered into a written agreement with each international facility for that Project in accordance with this clause.

12.2. The written agreement must accord with the arrangements outlined in the Application and include provisions that:

   (a) outline the role and contribution of the Administering Organisation and the international facility;
   
   (b) outline the terms and conditions of access to the Research Infrastructure for both Specified Personnel and users of the Research Infrastructure named in the Application;
   
   (c) outline the details of the arrangements and costs of managing the Research Infrastructure (including any recurrent expenditure) and how any costs will be distributed across the users of the Research Infrastructure;
   
   (d) describe the Intellectual Property arrangements that apply to the outcome or results generated by the Project. Such arrangements must, unless otherwise approved by the ARC, comply with the **National Principles of Intellectual Property Management for Publicly Funded Research**;
   
   (e) do not impede or prevent the Administering Organisation from complying with any of its obligations under this Agreement; and
   
   (f) continue to satisfy the requirements of this clause at all times during the Project Activity Period for the Project.

12.3. The Administering Organisation will retain the written agreement, and make it available to the ARC if required.

13. **Default of other Participating Organisations**

13.1. If the Administering Organisation receives notice that a Participating Organisation wishes to withdraw its support for the Project, or reasonably believes that a Participating Organisation is in default of any of its obligations under a written agreement entered into between that Participating Organisation and the Administering Organisation under clause 11, the Administering Organisation must immediately notify the ARC, and dependent on the intended course of action, must follow the relevant procedure outlined in this clause.

13.2. Should the Administering Organisation wish to proceed without the defaulting Participating Organisation, and without a replacement Participating Organisation, it
must complete the procedure listed below within three months from the date of notification from the Participating Organisation or from the date on which the Administering Organisation became aware that the Participating Organisation is not meeting its obligations, whichever is the earlier. By the end of the three-month period referred to in this clause:

(a) the Administering Organisation must request the ARC’s approval by submitting a Variation request, to remove the defaulting Participating Organisation and continue the Project without a replacement Participating Organisation and confirm that the modified arrangement complies with the requirements for Participating Organisations and the respective organisation contributions specified in this Agreement and the Grant Guidelines;

(b) the remaining Participating Organisations must provide a written undertaking to provide (in total) a replacement contribution equivalent to that which would have been provided by the Participating Organisation in default and which satisfies the requirements of this Agreement and the Grant Guidelines; and

(c) the Administering Organisation and the remaining Participating Organisations must amend any existing agreement (as appropriate) consistent with clause 11 to reflect the revised Participating Organisation contribution arrangements.

13.3. Should the Administering Organisation wish to proceed with a replacement Participating Organisation or modified Participating Organisation arrangements it must complete the procedure listed below within three months from the date of notification from the Participating Organisation or from the date on which the Administering Organisation became aware that the Participating Organisation is not meeting its obligations, whichever is the earlier. By the end of the three-month period referred to in this clause:

(a) the Administering Organisation must request the ARC’s approval by submitting a Variation request, of a replacement Participating Organisation or modified remaining Participating Organisation arrangements which comply with the requirements for Participating Organisations and Participating Organisation contributions specified in this Agreement and the Grant Guidelines;

(b) the replacement or remaining Participating Organisations must provide a written undertaking to provide (in total) a replacement contribution equivalent to that which would have been provided by the Participating Organisation in default and which satisfies the requirements of this Agreement and the Grant Guidelines;

(c) in exceptional circumstances the ARC may accept a lesser contribution which is sufficient for the Project to remain compliant with the contribution requirements of the Grant Guidelines; and

(d) the Administering Organisation and the replacement Participating Organisation or remaining Participating Organisations must enter into a written Participating Organisation Agreement, or amend any existing agreement (as appropriate) consistent with clause 11 to reflect the revised Participating Organisation contribution arrangements.

13.4. The ARC may approve a replacement Participating Organisation if the replacement Participating Organisation meets the eligibility criteria as specified in the Grant Guidelines.

13.5. If the ARC approves a modified Participating Organisation arrangement, within three months of the date of approval by the ARC the Administering Organisation must provide to the ARC a revised Participating Organisation Agreed Contribution Report on the relevant form made available by the ARC. The revised report must reflect the new approved arrangements and provide confirmation to the ARC that the new or revised agreements have been effected. In exceptional circumstances, the ARC may consider a written request for a further extension beyond the three months.
13.6. To avoid doubt, the Grant funding condition set out in clause 4.2(f) will not have been satisfied if:

(a) the ARC does not approve any replacement Participating Organisation or the modified Participating Organisation arrangements proposed under this clause; or

(b) the Administering Organisation does not attempt to find any replacement Participating Organisation or modify existing Participating Organisation contribution arrangements.

14. **Commencement of Project: Final Date for Commencement and Participating Organisation Written Agreements**

14.1. All Projects under this Agreement must start by the Final Commencement Date (i.e. within six months of the Project’s Grant Offer being executed by the ARC in RMS).

14.2. The Administering Organisation must not allow a Project to commence, nor Grant funding to be expended, until it has entered into a written agreement with each Participating Organisation in accordance with clause 11. The Administering Organisation must reach agreement with each other Participating Organisation and enter into a written agreement with each such organisation before the Project Start Date.

14.3. If the Administering Organisation wishes to defer the Project Start Date for up to six months beyond the Final Commencement Date, a written request justifying the requested deferral in terms of exceptional circumstances must be made to the ARC through the Administering Organisation’s Research Office by submitting a Variation request, prior to the Final Commencement Date.

15. **Change of Specified Personnel**

15.1. If a CI or PI is at any time during the term of a Project no longer able to continue working on the Project, the Project may continue provided that:

(a) there is at least one original CI working on the Project;

(b) all replacement CIs or PIs meet the eligibility criteria, as specified in the Grant Guidelines for the particular role they are to perform, for the period for which they are to perform that role;

(c) all replacement CIs and PIs must have the relevant expertise which is commensurate with the standard of the original research team which was awarded the Project;

(d) approval is sought from the ARC for the change in Specified Personnel by submitting a Variation request within three months of the date that the Specified Personnel ceased working on the Project;

(e) any replacement CIs or PIs (‘New Personnel’) proposed for a Project require the Administering Organisation to obtain certifications from the New Personnel and their employers that are equivalent to the certifications for other Specified Personnel on the Project; and

(f) the change in Specified Personnel is approved by the ARC.

15.2. If a CI is the only CI on a Project, and their involvement with the Project is to cease, Grant funds for the Project must be terminated.

15.3. If the Project Leader’s involvement with the Project is to cease, another Investigator who was an original CI on the Application may become the Project Leader if approved by the ARC.
16. **Transfer of Project or Specified Personnel**

16.1. The Administering Organisation must promptly notify the ARC of any Specified Personnel on a Project who moves to another organisation at any time during the Project Activity Period for that Project.

16.2. If the transferring Specified Personnel is the Project Leader, then the Administering Organisation must seek the ARC’s approval for the transfer of the Project to a new Eligible Organisation by submitting a Variation request detailing arrangements for the continuation of the Project and the continued administration of the Grant.

16.3. The ARC will only consider the transfer of a Project to another Eligible Organisation under exceptional circumstances. While each case is considered individually, acceptable circumstances would include where the current Administering Organisation believes that there is substantial change in the research environment at their institution for that type of research (for example, disintegration of the research team, abolishment of the department, facilities becoming inoperable), or on compassionate grounds including carer responsibilities and family circumstances. Details of the circumstances must be provided to the ARC by submitting a Variation request.

16.4. In order to request the transfer of a Project to another Eligible Organisation (the 'recipient Eligible Organisation', the Administering Organisation must submit a Variation request. The request must provide evidence that:

(a) all named parties agree to the transfer;

(b) the recipient Eligible Organisation agrees to provide support (including costs and in-kind financial support and facilities of commensurate quality) equivalent to or greater than that which would have been provided by the Administering Organisation and which satisfies the requirements of this Agreement and the Grant Guidelines;

(c) the eligibility and accountability requirements set out in the Grant Guidelines and the terms and conditions of this Agreement will be met;

(d) the recipient Eligible Organisation and the Project’s other Participating Organisation(s) will enter into a written Participating Organisation agreement of the type set out in clause 11;

(e) the research already undertaken will not be put at risk as a result of the proposed transfer;

(f) the transfer will further enhance the research; and

(g) Project Personnel and the administration of the Grant funding will not be adversely affected by the proposed transfer.

16.5. The ARC will have regard to the circumstances surrounding the proposed transfer and may approve the transfer subject to any conditions the ARC considers appropriate.

16.6. When an Administering Organisation is requesting the transfer of the Grant for a Project, the ARC may approve the transfer of unspent Grant funding and indicative Grant funding for the Project and any Assets as outlined in clause 23.4 to the recipient Eligible Organisation, subject to the clause below.

(a) If the transfer of the Grant funding (and any Assets), is approved by the ARC the Administering Organisation must:

   i. agree to any variation or termination (as applicable) of this Agreement proposed by the ARC to give effect to the changed Grant arrangements;

   ii. provide to the ARC a statement of the amount of all unspent Grant funding for the Project, including any unspent Grant funding not located at the
Administering Organisation, and pay the ARC such unspent Grant funding. The ARC may then provide the unspent Grant funding to the recipient Eligible Organisation;

iii. report expenditure of the Grant for the Project prior to the transfer in its End of Year Report and identify the transfer in that Report; and

iv. comply with any other directions reasonably given by the ARC to give effect to the transfer;

(b) the recipient Eligible Organisation must:

i. enter into a new, or vary an existing, Grant Agreement with the ARC to give effect to the changed Grant arrangements;

ii. report expenditure of Grant funding for the Project after the transfer in its End of Year Report and identify the transfer in that Report; and

iii. where relevant, enter into a written Participating Organisation agreement with the Project’s other Participating Organisation(s) of the type set out in clause 11.

16.7. If a CI changes their organisation (the arrangement must be in accordance with 6.3.b the Grant Guidelines) and the ARC’s approval is not given for arrangements for the continuation of the Project and the continued administration of the Grant, the Project may be terminated and any unspent Grant recovered by the ARC.

16.8. The Project and any equipment and/or Research Infrastructure purchased with the Grant or the Project’s Participating Organisation contribution (including any equipment which comprises the Participating Organisation contribution) must not be transferred to the recipient Eligible Organisation until ARC approval for the transfer of the Grant is provided.

16.9. The ARC will not pay relocation expenses associated with the transfer.

16.10. If the transfer is not approved by the ARC, the Project may be terminated and any unspent Grant funds recovered by the ARC.

17. Relinquishment of a Project

17.1. The relinquishment of a Project will be considered only if the circumstances are exceptional and all Participating Organisations and Specified Personnel agree to the termination of the Project.

17.2. If, at any time during the term of the Project Activity Period, the Project is relinquished by the Administering Organisation, the Grant for the Project must be terminated. In such cases, any unspent Grant funding for the Project will be recovered by the ARC.

17.3. The Administering Organisation must immediately advise the ARC of the relinquishment of the Project by means of submitting a Variation request.

17.4. The End of Year Report must contain details regarding any Projects that have been relinquished in that reporting year.

17.5. A Final Report must be submitted if the Project was active for more than one year, or if more than one year of Grant funding has been expended, or Research Outputs were produced.

18. Negation of Employment by the Commonwealth

18.1. Specified Personnel and other Personnel or any of the Participating Organisations must not represent themselves as being employees, partners or agents of the Commonwealth, or as otherwise able to bind or represent the Commonwealth.
19. **Conduct of Research**

19.1. The Project must be conducted in accordance with any Special Conditions specified in this Agreement and with any other requirements or conditions imposed by the ARC in connection with any Grant funding covered by this Agreement.

19.2. The Administering Organisation must ensure that a Project under this Agreement will not commence without appropriate ethical clearances from the relevant committees and/or authorities referred to below or prescribed by the Administering Organisation’s research rules. Responsibility for ensuring that such clearances have been obtained remains with the Administering Organisation.

19.3. Each Project must, unless otherwise approved by the ARC in writing, conform to the principles outlined in the following and their successor documents:

   (a) the *Australian Code for the Responsible Conduct of Research (2018)*;

   (b) as applicable, the *National Statement on Ethical Conduct in Human Research (2007, updated 2018)*;

   (c) as applicable, *NHMRC Values and Ethics: Guidelines for Ethical Conduct in Aboriginal and Torres Strait Islander Health Research (2003)*;

   (d) as applicable, *Australian Institute of Aboriginal and Torres Strait Islander Studies Guidelines for Ethical Research in Australian Indigenous Studies (2012)*;

   (e) as applicable, *Australia Council for the Arts Protocols for Producing Indigenous Music; Writing; Visual Arts; Media Arts; and Performing Arts (2007)*;

   (f) as applicable, the *Australian Code for the care and use of animals for scientific purposes (2013)*.

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

19.5. All parties involved in or associated with a Project are required to disclose to the Administering Organisation and the other parties involved in the Project, any actual or potential Conflict of Interest which have the potential to influence, or appear to influence, the research and activities of the Project, publications and media reports, or requests for funding related to the Project.

19.6. If the Administering Organisation or any Specified Personnel become aware of any actual or potential Conflicts of Interest relating to parties involved in a Project, the Administering Organisation must:

   (a) have documented and established processes in place for managing the actual or potential Conflict of Interest for the duration of the Project. Such processes must comply with the *Australian Code for the Responsible Conduct of Research (2018)*, the *ARC Conflict of Interest and Confidentiality Policy* and any relevant successor document; and

   (b) notify the ARC immediately of the nature and details of the Conflict of Interest, should there be a breach of the *Australian Code for the Responsible Conduct of Research*.

19.7. If the Administering Organisation or any Specified Personnel has failed to disclose a breach of the *Australian Code for the Responsible Conduct of Research* in relation to a Conflict of Interest, the ARC may do any of the things as set out in clause 4.3.
20. Research Special Conditions

20.1. Importation of experimental organisms: The Administering Organisation must ensure that, before experimental organisms are imported into Australia for the purposes of a Project, the Administering Organisation must obtain agreement in principle for the importation from the appropriate Commonwealth and State authorities.

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

20.3. Deposition of biological materials: Any biological material accumulated during the course of a Project 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 dispose of the material in accordance with the Administering Organisation’s established safeguards.

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

20.5. Ionising radiation: If a Project involves the use of ionising radiation, the Administering Organisation must ensure that any personnel performing procedures involving ionising radiation are appropriately trained and hold a relevant current licence from the appropriate State authority. The Administering Organisation must retain all such licences and shall provide them to the ARC if required to do so.

20.6. Social science data sets: Any digital data arising from a Project involving research relating to the social sciences must be lodged with the Australian Data Archive (ADA) or another equivalent repository for secondary use by other investigators. This must normally be done within two years of the conclusion of any fieldwork relating to the research. If a CI is not intending to do so within the two-year period, they must include the reasons in the Final Report.

21. Material Produced Under this Agreement, Publication and Dissemination of Research Outputs and Research Data

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

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

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

(b) make arrangements acceptable to the ARC for lodgement with an appropriate museum or archive in Australia of data or specimens or samples collected during, or resulting from, their Project; and

(c) include details of the lodgement or reasons for non-lodgement in the Progress Reports and the Final Report for the Project.
21.3. All ARC-funded research projects must comply with the **ARC Open Access Policy** on the dissemination of research findings, which is on the [ARC website](https://www.arc.gov.au). In accordance with this policy, any Research Outputs arising from ARC Funded Research must be made openly accessible within a 12 month period from the publication date. Where this requirement cannot be met, reasons must be provided in the Final Report for the Project.

21.4. Metadata for all Research Outputs arising from ARC funded research must be made available to the public in an institutional repository as soon as possible but no later than three months from the date of publication. Metadata must include the ARC Project ID, list the ARC as a Grant source and contain a Digital Object Identifier (DOI) to the Research Output. If a DOI is not available, then a permanent Uniform Resource Locator (URL) link must be provided instead to the Research Output.

21.5. Consistent with the requirements outlined in this clause any material published in respect of an ARC funded research activity must include acknowledgement of the ARC's Grant, including the ARC Project ID.

21.6. The ARC strongly encourages all researchers receiving an ARC Grant to have an ORCID identifier in their RMS Profile.

21.7. The ARC strongly encourages the depositing of data arising from a Project in an appropriate publicly accessible subject and/or institutional repository. Where appropriate, the Final Report must outline how data has been made publicly accessible.

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

### 22. ARC Assessments

22.1. For the term of this Agreement, the Administering Organisation must ensure that CIs agree to:

(a) assess up to 20 new Applications for ARC funding per awarded Project per annum for each year of the Grant; and

(b) update and maintain data in their RMS profile including Field of Research codes and expertise text in sufficient detail to reasonably enable matching of their expertise to ARC Applications for the purpose of assignment and assessment.

22.2. If the ARC determines that a CI has failed to meet the obligation to manage RMS data in their profile or to assess Applications assigned by the ARC for assessment, the ARC may notify the Administering Organisation in writing of that failure.

22.3. If a CI does not undertake assessments within a period specified by the ARC, the Administering Organisation will be considered to be in breach of this Agreement. If considered in breach, Grants for the relevant Projects on which the person is listed as Specified Personnel under this Agreement may be terminated.

### 23. Assets

23.1. Unless otherwise approved by the ARC, Assets purchased with the Grant must be purchased for the exclusive purposes of achieving the Project objectives for the duration of the Project Activity Period.

23.2. The Administering Organisation and Other Eligible Organisations will establish and comply with their own procedures and arrangements for purchasing, installing, recording, maintaining and insuring all items of equipment purchased with the Grant.

23.3. The Administering Organisation and Other Eligible Organisations will ensure that any Specified Personnel will have first priority in the use and operation of equipment purchased for the Project and the Administering Organisation must, so far as is practicable, permit persons authorised by the ARC to have priority access to that equipment in preference to other persons.
23.4. Unless otherwise approved by the ARC, the ownership of any Asset purchased wholly or partly with the Grant must be vested in the Administering Organisation or one of the other Eligible Organisations, located on its campus and listed in its assets register unless:

(a) otherwise specified in the Application;
(b) the Project is terminated, in which case the ARC may, by notice in writing, require the transfer of any such item of equipment to the Commonwealth; or
(c) the Project is transferred to another organisation in accordance with clause 16, in which case, subject to the agreement of both the Administering Organisation and the recipient Eligible Organisation, the equipment purchased with Grant funds provided under this Agreement for the relevant Project may also be transferred to the recipient Eligible Organisation.

24. Intellectual Property

24.1. The Administering Organisation must adhere to an IP policy, approved by the Administering Organisation’s governing body, which has as one of its aims the maximisation of benefits to Australia arising from publicly funded research.

24.2. The Administering Organisation should also ensure that all participants on the Project are familiar with the current IP and patent landscape for the research areas included in the Application.

24.3. The Project must incorporate appropriate processes for the strategic management of Project IP in its governance.

24.4. The ARC makes no claim on the ownership of IP brought into being as a result of the Project for which the Grant is provided.

24.5. This Agreement does not affect the ownership of IP in background IP.

24.6. Unless otherwise approved by the ARC, the Administering Organisation’s IP policy must comply with the National Principles of Intellectual Property Management for Publicly Funded Research.

24.7. The Administering Organisation must indemnify the Commonwealth and its Indemnitees, against all claims, demands, suits, liabilities, costs, expenses, damages and losses suffered or incurred by the Indemnitees arising out of or in connection with any actual or alleged infringement of a third party’s IP rights.

24.8. This indemnity shall not apply to the extent that a claim under it results from the Commonwealth’s negligence or wilful misconduct.

24.9. The indemnity referred to above survives the expiration or termination of this Agreement.

25. Indemnity

25.1. The Administering Organisation must indemnify the Commonwealth and its Indemnitees against all claims, demands, suits, liabilities, costs, expenses, damages and losses arising out of or in connection with any wilful or unlawful negligent act or omission of the Administering Organisation, in connection with this Agreement.

25.2. The Administering Organisation’s liability to indemnify the Commonwealth will be reduced proportionally to the extent that any act or omission of the Commonwealth or its employees or agents contributed to the loss or liability.

25.3. The indemnity referred to in this clause survives the expiration or termination of this Agreement.
26. **Protection of Personal Information**

26.1. The Administering Organisation agrees with respect to all activities related to or in connection with the performance of the Project or in connection with this Agreement:

(a) to comply with the requirements of the *Privacy Act 1988* (Cth);
(b) not to do anything, which if done by the Commonwealth, would be a breach of an Australian Privacy Principle;
(c) to ensure that any of the Administering Organisation’s personnel or subcontractors who deal with Personal Information for the purposes of this Agreement are aware of the requirements of the *Privacy Act 1988* (Cth) and the Administering Organisation’s obligations under this clause; and
(d) to immediately notify the Commonwealth if the Administering Organisation becomes aware of an actual or possible breach of this clause.

26.2. In carrying out the Activity, the Grantee agrees not to send any Personal Information outside of Australia without the Commonwealth’s prior written approval. The Commonwealth may impose any conditions it considers appropriate when giving its approval.

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

27. **Confidentiality**

27.1. The Administering Organisation and the ARC agree not to disclose each other’s confidential information without prior written consent unless required or authorised by law or Parliament to disclose.

27.2. The ARC may disclose the Administering Organisation’s confidential information:

(a) where the ARC is providing information about the Project or Grant in accordance with Commonwealth accountability and reporting requirements;
(b) where the ARC is disclosing the information to a Minister of the Australian Government, a House or Committee of the Commonwealth Parliament;
(c) where the ARC is disclosing the information to its personnel or another Commonwealth agency where this serves the Commonwealth’s legitimate interests;
(d) to officers, employees, ARC assessors, or other third parties to enable effective assessment, evaluation, management or auditing of the LIEF scheme or any Grant Agreement;
(e) disclosed in accordance with any other provision of the Grant Guidelines or this Grant Agreement; and
(f) it is in the public domain other than due to a breach of this clause; or to comply with obligations, or to exercise rights, under the *ARC Research Integrity and Research Misconduct Policy*.

28. **Commercial in Confidence**

28.1. The ARC acknowledges that the Final Report for the Project and information which is contained in any reports related to the Project may contain material that is Commercial in Confidence and/or highly sensitive material.

28.2. The ARC agrees to hold the Final Report and any information contained in any reports relating to the Project as confidential.

28.3. The ARC warrants that, for a period of three years from the date of submission of the Final Report for the Project, it will consult with the Administering Organisation before the Final Report and any information which is contained in any reports related to the
Project is disclosed to any person other than an officer, employee, agent or member of the ARC or the Minister.

28.4. If disclosure is required to other persons, the Commonwealth will discuss the intended terms of disclosure with the Administering Organisation.

29. **Acknowledgments, Publications and Publicity**

29.1. Subject to commercial sensitivities or Intellectual Property considerations, the outcomes of Projects are expected to be communicated to the research community and to the community at large.

29.2. The Administering Organisation agrees to acknowledge the ARC’s support in all Material, publications and promotional and advertising materials published in connection with this Agreement. The ARC may notify the Administering Organisation of the form of acknowledgement that the Administering Organisation is to use.

29.3. The Administering Organisation must ensure that the ARC’s contribution and support of the Project is acknowledged in a prominent place and an appropriate form acceptable to the ARC when, at any time during or after completion of a Project, the Administering Organisation or the researchers or any other party publishes, produces or is involved in promotional material, such as books, articles, television or radio programs, electronic media, newsletters or other literary or artistic works, which relate to the Project.

29.4. The Administering Organisation agrees not to make any public announcement, including by social media, in connection with the awarding of the Grant funding without the ARC’s prior approval. Advice of acceptable forms of acknowledgement and use of the logo is provided on the ARC website.

29.5. Where the Research Output is a publication, in addition to acknowledging ARC support, the relevant Project ID must be included. Metadata for the Research Output must include the ARC Project ID, list the ARC as a Grant funding source and contain a permanent DOI for the Research Output. If a DOI is not available, then a permanent Uniform Resource Locator (URL) link must be provided instead to the Research Output.

29.6. If a Participating Organisation is required to announce their involvement in an ARC Project to the Australian Securities Exchange, this must only be done once the Participating Organisation Agreement has been executed as per clause 11.

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

30. **Administration of the Grant**

30.1. The Administering Organisation must maintain reasonable, up-to-date and accurate records relating to the Grant and the Projects conducted with the Grant to verify its compliance with this Agreement.

30.2. Records maintained under this clause must be retained by the Administering Organisation for each Project for a period of no less than seven years after whichever is the later of:

   (a) the final payment of the Grant by the ARC for the Project; or
   (b) the final approved carryover of the Grant for the Project.

31. **Review and Monitoring**

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

31.2. The Administering Organisation is responsible for monitoring the expenditure of the Grant and certifying to the ARC that the Grant funding has been expended in accordance with this Agreement in the End of Year Report. If at any time, in the opinion of the Responsible Officer, the Grant funding is not being expended in accordance with this Agreement, the Administering Organisation must take all action necessary to minimise further expenditure in relation to the Project and inform the ARC immediately.

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

32. Access to Premises and Records

32.1. The Administering Organisation must, at all reasonable times, give to the CEO or any person authorised in writing by the CEO:
   (a) unhindered access to:
      i. the Administering Organisation’s employees;
      ii. premises occupied by the Administering Organisation; and
      iii. Material; and
   (b) reasonable assistance to:
      i. inspect the performance of any or all Projects;
      ii. locate and inspect Material relevant to any Project or the Administering Organisation’s compliance with this Agreement or the Scheme; and
      iii. make copies of any such Material and remove those copies and use them for any purpose connected with this Agreement or the Scheme.

32.2. The access rights in this clause are subject to:
   (a) any agreement to the contrary with a Partner Organisation which can be justified to the satisfaction of the ARC on the grounds of security or commercial sensitivity (including IP considerations);
   (b) the provision of reasonable prior notice by the ARC; and
   (c) the Administering Organisation’s reasonable security procedures.

32.3. If a matter is being investigated which, in the opinion of the ARC, or any person authorised in writing by the CEO, may involve an actual or apprehended breach of the law, clause 32.2 will not apply.

32.4. Upon receipt of reasonable written notice from the ARC, or any person authorised in writing by the CEO, the Administering Organisation must provide any information required by the Commonwealth for monitoring and evaluation purposes.

32.5. Nothing in this clause affects the obligation of each party to continue to perform its obligations under this Agreement.
32.6. The Auditor-General, or a delegate of the Auditor-General for the purpose of performing the Auditor-General’s statutory functions, at reasonable times and on giving reasonable notice to the Administering Organisation, may:

- require the Administering Organisation to provide records and information which are directly related to this Agreement;
- have access to the premises of the Administering Organisation for the purposes of inspecting and copying documentation and records, however stored, in the custody or under the control of the Administering Organisation which are directly related to this Agreement; and
- where relevant, inspect any Commonwealth Assets and Commonwealth Material held on the premises of the Administering Organisation.

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

33. Reporting Requirements

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

33.2. End of Year Report and Progress Reporting by Exception

- The Administering Organisation must submit an End of Year Financial Report by 31 March in the year following each calendar year for which the Grant funding was awarded. The form for this report will be made available by the ARC in RMS, with instructions on the ARC website.
- The End of Year Financial Report must contain information on all expenditure for that year for the Project including:
  
  i. any unspent Grant funding to be recovered by the ARC;
  
  ii. any unspent Grant funding that the Administering Organisation is seeking to have carried over into the next year; and
  
  iii. the reasons why the unspent Grant funds are required to be carried over or recovered.
- Grant funding provided by the ARC to the Administering Organisation which is not spent during the year of the Project Activity Period to which the Grant was allocated may be carried over if approved by the ARC. If the Administering Organisation wishes any Grant funds to be carried over from one year to the next year, the Administering Organisation must request this approval in the End of Year Financial Report for the calendar year for which the Grant was initially paid.
- All unspent Grant funding is to be reported to the ARC. If a carryover is requested, it must include all unspent Grant funds allocated to the Project even if some of the Grant funds have been distributed to an Other Eligible Organisation through a Participating Organisation agreement.
- Where a carryover is requested for 75 per cent or more of the Grant funds allocated for a calendar year (excluding any Grant funds carried over from the previous calendar year), additional justification must be provided.
- Grant funds may be carried over more than 12 months only in exceptional circumstances and subject to approval by the ARC. Additional justification must be provided in this instance.
- A Progress Report by Exception must indicate if significant issues are affecting the progress of the Project.
(h) If the ARC is not satisfied with the progress of any Project, further payment of the Grant funding will not be made until satisfactory progress has been made on the Project. If satisfactory progress is still not achieved within a reasonable period of time, the Grant funding will be terminated and all outstanding Grant funding will be recovered by the ARC.

(i) Unsatisfactory progress on any Project may be noted against any further Applications under any ARC scheme submitted on behalf of the CI and will be taken into account in the assessment of those Applications.

33.3. Projects that are approved for a duration of 4-5 years must submit a mid-term progress report in year three of the Project in the format requested by the ARC.

33.4. Final Report

(a) Unless otherwise approved by the ARC, the Administering Organisation must ensure that electronic Final Reports are provided for each Project within 12 months of the final ARC approved Project End Date. This report will be made available by the ARC in RMS. The ARC may review the outcomes against the objective(s) of the Project as stated in the Application or any approved revised budget, aims and research plan.

(b) The Final Report must justify why any Research Outputs from a Project have not been made openly accessible within 12 months from the date the Research Output was published. The Final Report must outline how data arising from the Project have been made publicly accessible where appropriate.

(c) The ARC may also seek additional information about subsequent outputs and outcomes after submission of the Final Report. The ARC may contact the Administering Organisation up to five years after the Grant is finished for information to assist with the evaluation of a Linkage Program grant opportunity.

(d) If a Final Report is considered by the ARC to be inadequate, unsatisfactory or is not submitted on time, the Administering Organisation of the Project will be contacted for further information. If the ARC is not satisfied with the outcomes of the Project, this may be noted against any further Applications under any ARC scheme submitted on behalf of any CI, on the Project and will be taken into account in the assessment of those Applications.

(e) Applications submitted under any ARC scheme on behalf of any CI on a Project for which the Final Report is outstanding will be deemed ineligible for approval of Grant funding.

33.5. The ARC requires Administering Organisations to inform the ARC when significant problems occur with an ARC-funded Project and/or with any serious matters concerning Specified Personnel. Such reporting matters must be directed to the ARC Post-award team.

33.6. All reporting obligations must have been fulfilled to the satisfaction of the ARC in order for a participant to be eligible to be named on an Application for any further Project.

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

34. Copyright in Applications and Reports

34.1. Copyright in any Application and all reports provided under this Agreement will vest in the Administering Organisation at the time of creation but the Administering Organisation grants to the Commonwealth or must procure for the Commonwealth a permanent, irrevocable, royalty-free, non-exclusive licence to use and reproduce information contained in an Application or a report and publish it on a non-profit basis for any purpose related to:

(a) the evaluation and assessment of Applications;
(b) verifying the accuracy, consistency and adequacy of information contained in an Application, or otherwise provided to the ARC;

(c) the preparation and management of any grant agreement;

(d) the administration, auditing, management or evaluation of the National Competitive Grants Program or any funding scheme administered by the ARC; or

(e) the sharing of information by the ARC within the ARC's organisation, or with another Commonwealth Department or entity, or Commonwealth Minister or parliamentary committee, where this serves the Commonwealth's legitimate interests; or

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

34.2. If an Application or report contains information belonging to a third party, the Administering Organisation must ensure that it has in place all necessary consents sufficient to allow the ARC to deal with the information or any report in accordance with this Agreement.

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

35. Complaints and Allegations Relating to Research Integrity and Research Misconduct

35.1. All ARC-funded research projects must comply with the ARC Research Integrity and Research Misconduct Policy, which is available on the ARC website. The ARC will enforce reporting requirements and take precautionary and consequential action, when required, under this policy.

35.2. The ARC Research Integrity and Research Misconduct Policy applies to:

(a) all institutions currently applying for Grant funding or that have received ARC funding in the last seven years;

(b) individuals who have been named as investigators on ARC-funded applications, and any associated project personnel, whether the allegation or complaint relates to the ARC-funded activity or not; and

(c) anyone engaged on ARC business such as ARC College of Experts members, Selection Advisory Committee members, external assessors and contractors.

36. Australian Research Integrity Committee

36.1. The Administering Organisation must provide to the Australian Research Integrity Committee (ARIC) upon request, any documentation and information concerning allegations of its mishandling of internal reviews into alleged cases of research misconduct, and/or non-compliance with the Australian Code for the Responsible Conduct of Research (2018).

37. Recovery of Unspent Grant funds or Overpayments

37.1. Any unspent Grant funding, and any amount of Grant funding paid to the Administering Organisation which exceeds the amount of financial assistance that is correctly payable to it may be recovered by the ARC.

37.2. The ARC may offset the unspent or overpaid Grant funds against the total of any further amount payable to the Administering Organisation.

37.3. This clause survives the expiration or earlier termination of this Agreement.
38. **Insurance**

38.1. The Administering Organisation agrees to maintain adequate insurance for as long as any obligations remain in connection with this Agreement and provide proof of insurance to the ARC upon request.

39. **Dispute Resolution**

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

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

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

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

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

39.6. Despite the existence of the dispute, the Administering Organisation must (unless requested in writing by the Commonwealth not to do so) continue to perform its obligations under this Agreement.

40. **Termination of the Grant for a Project**

40.1. The ARC may immediately terminate a Grant for a Project by notifying the Administering Organisation if:

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

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

   (c) the ARC reasonably believes that one or more of the conditions, as set out in this Agreement, have not been satisfied in relation to that Project;

   (d) the ARC receives notice that a Project operations and Research Program will cease, or have ceased;

   (e) the ARC reasonably believes that it has received inaccurate, incomplete or misleading information in relation to the Project, including in the Project Application or in any report provided under this Agreement;

   (f) the ARC reasonably believes there is fraud, misleading or deceptive conduct on the part of the Administering Organisation, CI, Project Leader or other Specified Personnel, Personnel or any other Participating Organisation in connection with the Project;

   (g) the Administering Organisation fails to comply with any additional ARC requirement or condition as notified under clause 2.2;

   (h) the Administering Organisation is unable to continue its role for any reason;
(i) the Commonwealth terminates its commitment in the event of a change of government policy or other related government requirements; or
(j) the ARC considers that the integrity of its grant selection processes, funding recommendations and/or funded research projects have been compromised as a result of the outcome of the investigation of research integrity and research misconduct complaints and allegations.

40.2. If the ARC terminates the Grant for a Project under this clause:
(a) the Administering Organisation must immediately take all available and reasonable steps to stop any further expenditure of the Grant funding on the Project;
(b) the Administering Organisation must provide the reports required by this Agreement within the timeframes specified in this Agreement, unless otherwise notified by the ARC; and
(c) the ARC may recover any or all Grant funding for the Project in accordance with clause 4.3.

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

40.4. Subject to clause 23.4, after the expiration or termination of this Agreement the Administering Organisation or Other Eligible Organisation(s) retain ownership of all Assets purchased using the Grant.

41. Termination of Agreement

41.1. The ARC may immediately terminate this Agreement in writing by notifying the Administering Organisation if:
(a) the ARC reasonably considers there is fraud, misleading or deceptive conduct on the part of the Administering Organisation, Specified Personnel, Personnel or any other Participating Organisation in connection with any or all Projects;
(b) the Administering Organisation fails to comply as soon as possible with any additional ARC requirement or condition as notified under clause 2.2;
(c) the Administering Organisation commits any breach of this Agreement that the ARC, acting reasonably, considers is capable of remedy, and has failed to rectify that breach within 30 days of receiving an earlier notice from the ARC requiring the breach to be remedied;
(d) the Administering Organisation is unable to continue in its role for any reason;
(e) the Administering Organisation commits any breach of this Agreement which the ARC, acting reasonably, considers is not capable of remedy; or
(f) the Commonwealth terminates its commitment in the event of a change of government policy or other related government requirements.

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

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

41.4. Subject to clause 23.4, after the expiration or termination of this Agreement the Administering Organisation retains ownership of all Assets purchased using Grant funds.

42. Compliance with Legislation and Commonwealth policies

42.1. The Administering Organisation agrees to comply with all legislation applicable to the performance of this Agreement.

42.2. The Administering Organisation agrees, in carrying out its obligations under this Agreement, to comply with any of the Commonwealth’s policies, as notified, referred, or made available by the Commonwealth to the Administering Organisation (including by reference to an internet site).

42.3. The Administering Organisation undertakes with respect to any officer, employee, agent or subcontractor who will have access to documents, materials or information, that prior to having access the officer, employee, agent and subcontractor will provide to the Administering Organisation an acknowledgment of awareness of the provisions of the section.


43. Applicable Law

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

44. Liaison

44.1. Researchers must direct all queries regarding ARC Grant funding to their Administering Organisation’s Research Office in the first instance. All communications from the Administering Organisation to the ARC or the Minister, relating to the Grant funding must be made through the Responsible Officer of the Administering Organisation and must be directed to the ARC at the following address:

Australian Research Council
GPO Box 2702
CANBERRA ACT 2601

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

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