

Commonwealth Grant Agreement

Between the Commonwealth represented by

Australian Research Council

and

<< Administering Organisation >>

Discovery Program

- *Australian Laureate Fellowships* for funding commencing in 2020
- *Future Fellowships* for funding commencing in 2020
- *Discovery Early Career Researcher Award* for funding commencing in 2021
- *Discovery Indigenous* for funding commencing in 2021
- *Discovery Projects* for funding commencing in 2021

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Part A Discovery Program – Grant Details

A1 Purpose of the Grant

- A1.1 The Grants under this Agreement are being provided as part of the Discovery Program, which aims to deliver outcomes of benefit to Australia and build Australia’s research capacity through support for:
- (a) excellent, internationally-competitive research by individuals and teams;
 - (b) research training and career opportunities for the best Australian and international researchers;
 - (c) international collaboration; and
 - (d) research in priority areas.
- A1.2 The intended outcome of the Discovery Program is to contribute to the growth of Australia’s research and innovation capacity. Increasing Australia’s research and innovation capacity generates new knowledge and results in the development of new technologies, products and ideas, the creation of jobs, economic growth and an enhanced quality of life in Australia.

A2 Discovery Program Activity

A2.1 Commencement

- A2.1.1 We must execute this Agreement with You before We can make any payments. We are not responsible for any of Your project expenditure until a this Agreement is executed.
- A2.1.2 Before the project can start You must ensure that:
- (a) there is an ethics plan in place. This plan must describe the appropriate ethical clearances from the relevant committees and/or authorities referred to in this Agreement or prescribed by Your research rules. You must ensure that the appropriate clearances will be in place before the parts of the project that require ethical clearances commence. You must retain the plan and make it available to the ARC if requested;
 - (b) a written agreement with each Participating Organisation has been signed, in accordance with clause A2.2.4;
 - (c) a data management plan, in accordance with clause A2.2.5, is in place; and
 - (d) if the project was awarded less than originally requested, a revised budget must be agreed with the Project Leader.

A2.2 Grant Activities

A2.2.1 The project

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

A2.2.2 Grant funds:

- (a) We will not pay more than the approved Grant amount under any circumstances. If you incur extra costs, You must meet them.
- (b) Grant funds can only be used for eligible expenditure items as in the Grant Guidelines.
- (c) Grant funds may be indexed annually. Further information is available on the [ARC website](#).
- (d) The Grant funds in this Agreement are based on 2019\$ rates.

A2.2.3 Grant funding may not be used for:

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

A2.2.4 Participating Organisation Agreements

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

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

A2.2.5 Data Management Plan

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

A2.2.6 Specified Personnel

- (a) In administering the projects under this Agreement, You must:
 - i. warrant that You have made proper inquiries of the Specified Personnel in relation to their eligibility to perform the project;
 - ii. provide all Specified Personnel with a copy of this Agreement within a reasonable time after the execution of this Agreement;
 - iii. have the approval of Specified Personnel's employing organisation to participate in the project. You are not required to have the agreement of the employing organisation of an overseas-based PI (unless they are employed by You) to participate in the project; and
 - iv. take responsibility for ensuring any researcher on the project does not breach this Agreement.

- (b) Chief Investigators and Fellows must reside predominantly in Australia for the duration of the project, unless prior approval has been granted by the ARC by submitting a variation.
- (c) You must ensure that all Chief Investigators and Fellows agree to:
 - i. assess up to 20 new applications for ARC funding per awarded project per annum for each year of the Grant; and
 - ii. update and maintain data in their RMS profile including Field of Research (FoR) codes and expertise text in sufficient detail to reasonably enable matching of their expertise to ARC applications for the purposes of assignment and assessment;
- (d) if assessments are not undertaken and the RMS profile is not updated, You will be considered to be in breach of this Agreement and the project may be terminated.
- (e) Where the Higher Degree by Research (HDR) stipend is to be paid from project costs:
 - i. the annual rate for a full time HDR stipend under this Agreement is \$27,609 (2019\$);
 - ii. the recipient must be enrolled in a HDR at an Eligible Organisation;
 - iii. management of candidature will be at Your discretion or the employing organisation's discretion as appropriate. This includes but is not limited to selection, appointment, periods of leave and/or suspension of candidature; and
 - iv. other costs of candidature must be Your responsibility or the employing organisation's responsibility as appropriate. Costs of candidature may include, but are not limited to, costs of relocation, periods of leave and thesis production.

A2.2.7 Other Personnel

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

A2.3 Variations to this Agreement

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

A2.3.2 Requests for variations to the project will be considered by the ARC based on factors such as:

- (a) compliance with the Grant Guidelines and this Agreement;
- (b) the circumstances surrounding the variation;
- (c) whether the variation will further enhance the research;
- (d) whether the variation will not adversely affect collaboration, critical mass, and research and training capability; and
- (e) whether research already undertaken will be put at risk by the variation.

A2.3.3 If the ARC approves a variation to this Agreement, You must revise an existing agreement or enter into an agreement with the new or replacement Participating Organisation, as set out in clause A2.2.4.

A2.3.4 If the ARC does not approve a variation to this Agreement, the ARC may contact You to negotiate an acceptable outcome without jeopardising the project operations. In exceptional circumstances, the ARC may terminate the project or this Agreement.

A2.3.5 A variation request must be submitted to the ARC in the following circumstances:

(a) **Budget/project scope**

- i. Any substantially revised budget, and/or project scope must be approved by the ARC.

(b) **Personnel – transfer, addition or removal**

- i. You must submit a variation if any Specified Personnel intends to move to another organisation during the Project Activity Period.
- ii. For the project to continue, at least one original Specified Personnel from the application must remain on the project.

(c) **Project transfer**

- i. The request for a transfer will be considered only if the circumstances are exceptional.
- ii. The project and any equipment purchased with the Grant or contributions from other Participating Organisations must not be transferred until ARC approval is provided.
- iii. The ARC will not pay relocation expenses associated with the transfer.
- iv. If a transfer is not approved by the ARC, the project may be terminated and any unspent Grants recovered by the ARC.

(d) **Project suspension**

- i. You must submit a variation to suspend the project. This will only be considered if the circumstances are exceptional.
- ii. The Project Activity Period may be extended for a period equal to the duration of the approved suspension(s). The Grant for the project which would otherwise have been payable during the suspension period(s) will continue to be paid to You during the suspension period(s) and the ARC will not

supplement the Grants to cover any additional costs incurred as a result of the suspension or delay in finalisation of the project.

- iii. Subject to this clause, suspensions without the written approval of the ARC will be a breach of this Agreement and may result in the immediate termination of the project.

(e) Project relinquishment

- i. If, at any time during the Project Activity Period, the project is relinquished by You, the Grant for the project must be terminated. In such cases, You must submit a variation. Any unspent ARC Grant funding for the project must be recovered by the ARC.
- ii. All Specified Personnel and Participating Organisations must agree to the project relinquishment.

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

A3 Duration of the Grant

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

A4 Payment of the Grant

- A4.1 The total amount of the Grant is detailed in the Funding Offer in RMS (GST excl).
- A4.2 The Grant will be paid in progressive monthly instalments by the ARC subject to Your compliance with Your obligations under this Agreement.

A5 Reporting

A5.1 General Reporting

- A5.1.1 In addition to the reporting requirements listed, Australian Laureate Fellows must also meet the reporting requirements at clause B5.
- A5.1.2 You must ensure that each Participating Organisation is provided with timely notice of progress made on the project, if relevant.
- A5.1.3 The ARC requires You 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.
- A5.1.4 If the ARC is not satisfied with the progress of any project, further payment of Grant funding will not be made until satisfactory progress has been made on the project. If satisfactory progress is not achieved within a reasonable period of time, Grant funding will be terminated and all outstanding Grant funding will be recovered by the ARC.
- A5.1.5 Unsatisfactory progress on any project may be noted against any further applications under any ARC scheme submitted on behalf of the Specified Personnel and will be taken into account in the assessment of those applications.
- A5.1.6 You must submit the following reports in accordance with this Agreement and the ARC Act, in the format required by the ARC, if specified.

A5.2 End of Year Financial Report and Progress Report by Exception

- A5.2.1 You must submit an End of Year Financial Report by 31 March in the year following each calendar year for which Grant funding was awarded. The form for this report will be made available by the ARC in RMS, with instructions on the [ARC website](#).
- A5.2.2 The End of Year Financial Report must contain information on all expenditure for that year for the project including:
- (a) any unspent Grant funding to be recovered by the ARC;
 - (b) any unspent Grant funding that You are seeking to have carried over into the next year; and
 - (c) the reasons why the unspent Grant funds are required to be carried over or recovered.
- A5.2.3 Grant funding provided by the ARC to You, which is not spent during the year of the Project Activity Period to which the Grant was allocated, may be carried over from one year to the next year if approved by the ARC. You must request this approval in the End of the Year Financial Report for the calendar year for which the Grant was initially paid.
- A5.2.4 All unspent Grant 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.
- A5.2.5 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.
- A5.2.6 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.

- A5.2.7 Grant funds may be carried over for a maximum of three years from the original funding year. If the ARC previously approved a deferment to the Project Start Date or a suspension of the project, the ARC may approve a carry-over of the grant funds for more than three years beyond the original funding year to reflect the deferment or suspension.
- A5.2.8 A Progress Report by Exception must indicate if significant issues are affecting the academic progress of the project. The form for this report will be made available by the ARC in RMS, with instructions on the [ARC website](#).

A5.3 Final Report

- A5.3.1 Unless otherwise approved by the ARC, You must ensure that Final Reports are provided for the project within 12 months of the final ARC approved Project End Date. The form for this report will be made available by the ARC in RMS, with instructions on the [ARC website](#).
- A5.3.2 The ARC may review the outcomes against the objective(s) of the project as stated in the application or any approved revised budget and/or project scope.
- A5.3.3 The Final Report must justify why any Research Outputs from the project have not been made openly accessible within 12 months from the date the Research Output was published. The Final Report must outline how data arising from the project has been made publicly accessible where appropriate.
- A5.3.4 The ARC may also seek additional information about subsequent outputs and outcomes after submission of the Final Report. The ARC may contact You up to five years after the submission of the Final Report for information to assist with evaluation of a Discovery Program Grant opportunity.
- A5.3.5 If a Final Report is considered by the ARC to be inadequate, unsatisfactory or is not submitted on time, You 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 with Specified Personnel named on the project and will be taken into account in the eligibility assessment of those applications.
- A5.3.6 Applications submitted under any ARC scheme with any Specified Personnel on the project for which the Final Report is outstanding may be deemed ineligible for Grant funding.

A6 Activity Material

- A6.1 You must establish and comply with Your own policies, procedures and arrangements for the ownership and management of all Material produced as a result of any project funded under this Agreement.
- A6.2 For any Material produced under this Agreement, You must ensure that all Specified Personnel:
- (a) take reasonable care of, and safely store, any data or specimens or samples collected during, or resulting from, the conduct of their project;
 - (b) make arrangements acceptable to the ARC for lodgement of data with an appropriate repository; and the lodgement of specimens and samples with an appropriate museum or archive in Australia; and
 - (c) include details of the lodgement or reasons for non-lodgement in the progress reports and the Final Report for the project.
- A6.3 The ARC will support publication and dissemination costs as per the Grant Guidelines.

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

A7 Liaison

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

Australian Research Council
GPO Box 2702
CANBERRA ACT 2601

Phone: 02 6287 6600

Email: ARC-Postaward@arc.gov.au

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

Part B Discovery Program – Australian Laureate Fellowships Grant Details

B1 Purpose of the Grant

B1.1 The Australian Laureate Fellowships scheme reflects the Australian Government’s commitment to excellence in research by supporting world-class researchers to conduct research in Australia.

B2 Australian Laureate Fellowships Activity

B2.1 Commencement

B2.1.1 The Project Start Date must be before 30 June 2021.

B2.1.2 If there are exceptional circumstances, You may request a variation to defer the Project Start Date.

B2.2 Grant funds

B2.2.1 Salary supplement and stipends

- (a) The ARC will provide \$166,172 (including 30 per cent on-costs) (2019\$) as a salary supplement each year for five years.
- (b) The Fellowship salary supplement may be indexed annually. Updated levels are available on the [ARC website](#).
- (c) Salary funding for the Fellow and Postdoctoral Research Associates (PDRAs) includes a 30 per cent loading to cover salary-related on-costs, including payroll tax, workers compensation, leave loading, long-service leave, non-contributory and contributory superannuation, but it excludes items such as extended leave and severance pay. On-costs that exceed 30 per cent and other costs (such as costs associated with or incurred as a result of extended leave and severance pay) must be met by You.
- (d) The ARC may provide \$102,026 (2019\$), including 30 per cent on-costs, salary support each year for five years for each of the minimum two PDRAs.
- (e) The ARC may provide \$27,609 (2019\$) stipend each year for four years for each of the minimum two Postgraduate Researchers (PGRs).
- (f) The salary component of the Grant must only be used for the provision of salary and on-costs for the Fellow.

B2.2.2 Funding for PDRAs and PGRs

- (a) Funds for PDRAs will be provided for five years on a full-time basis, subject to sufficient Grant funding being available and continued satisfactory progress of the PDRA as determined by the ARC.
- (b) Funds for PGRs will be provided for four consecutive years on a full-time basis, subject to sufficient Grant funding being available and continued satisfactory progress of the PGR as determined by the ARC. The ARC will not provide additional funds to cover any extension to the study period of the award.

- (c) The ARC supports part-time employment for PDRA's and PGR's subject to Your employment conditions. The maximum time available for the completion of the PGR component of an Australian Laureate Fellowship is eight years.
- (d) The ARC will not provide Grant funding for relocation expenses for a PDRA or PGR. You must meet these expenses.
- (e) You may supplement the PDRA's salary or the PGR's stipend from other sources but the ARC Grant funds may not be used for these purposes.

B2.3 Specified Personnel

B2.3.1 You must:

- (a) provide the Fellow with a Level E professorial appointment (or equivalent) and salary for the duration of the Fellowship;
- (b) employ the Fellow on a full-time basis for the duration of the project, unless otherwise approved by the ARC;
- (c) recognise the Fellow as academic staff and incorporate them fully into the activities and academic life of Your institution, but should note that limits do apply;
- (d) confirm that the Fellow has completed or relinquished any other current fellowships;
- (e) ensure the Fellow has access to the following leave during the Project Activity Period:
 - i. paid parental leave subject to the provisions of Your enterprise agreement. Funds for up to 14 weeks paid parental leave can be claimed from the ARC by submitting a variation;
 - ii. a leave of absence for recreation at the rate of four weeks per annum by arrangement between the Fellow and You. The ARC will not provide additional funds to cover accrued leave proposed to be taken after the Project Activity Period. If a Fellow's salary entitlements for recreation leave accrued during the Project Activity Period are to be funded from the Grant, the Fellow must take their recreation leave during the Project Activity Period; and
 - iii. additional leave of up to 12 months in total using accrued leave or leave without pay in accordance with Your normal practice.
- (f) submit a variation if any leave requires the project to be suspended which would result in an extension to the Project End Date.

B2.3.2 The Fellow must:

- (a) not hold more than one ARC Fellowship or Award;
- (b) not concurrently hold a fellowship from another Commonwealth funding agency;
- (c) not hold another appointment or position (continuing or non-continuing) either with You or at another organisation. This does not apply to the salaried position that You must provide as part of the Australian Laureate Fellowship;
- (d) work a minimum of 80 per cent (0.8 full-time equivalent [FTE]) of their time on research and research capacity-building activities related to the Australian Laureate Fellowship. Research capacity-building activities could include research leadership in teams and centres (ARC Centres) and supervision of HDR students, but do not include a major role in administration;
- (e) not spend more than 20 per cent (0.2 FTE) of their time on activities not related to the Australian Laureate Fellowship such as teaching. The Australian Laureate Fellowship will not be extended to accommodate any periods of teaching; and
- (f) reside in Australia for a minimum of three out of the five years of the Fellowship.

B2.4 Selection of PDRAs and PGRs

B2.4.1 You may only appoint a PDRA for the project who has a PhD or a research degree or experience equivalent to the award of a PhD.

B2.4.2 You must appoint a PGR on merit. To be eligible to receive this Grant funding, a PGR must:

- (a) be enrolled in a full-time HDR course at an Eligible Organisation;
- (b) have an appropriate Honours 1 or high 2A (or equivalent) undergraduate degree (this may be relaxed where a candidate has developed considerable research expertise in industry);
- (c) not be receiving a similar Grant or stipend from another Commonwealth program;
- (d) not have completed a degree at the same level or at a higher level in the same field of endeavour; and
- (e) not previously held an Australian Postgraduate Award (APA) or Australian Postgraduate Award Industry (APAI) unless it was terminated within the first six months of the earlier award.

B2.4.3 If a PGR candidate has developed considerable research expertise in industry, e.g. graduates with some years of relevant work experience such as research personnel from industry who wish to upgrade their research skills, clause B2.4.2 may be relaxed.

B2.5 Commencement of PDRA and PGRs

- B2.5.1 PDRA and PGRs cannot commence before the Fellow.
- B2.5.2 A PDRA must not commence until after their PhD has been successfully examined.

B2.6 Variations to this Agreement

- B2.6.1 In addition to this clause, You must also consider the variations described at clause A2.3.
- B2.6.2 A variation must be submitted if a change to the minimum residential period is required. The ARC may approve the Fellow to undertake additional research outside Australia, providing You clearly demonstrate this is in the best interests of the research project and its outcomes, and of national benefit to Australia.

B2.6.3 Project relinquishment

- (a) A Laureate Fellowship cannot be transferred to another person. If, at any time during the Project Activity Period, a Fellow relinquishes, or is no longer able to continue their project, the Grant for the project must be terminated, including any PDRA or PGR components (if adequate supervision is not available for the PGR), unless there are exceptional circumstances. In such cases, any unspent Grant funds for the project must be recovered by the ARC.
- (b) You must require Fellows to give notice of one month if they intend to relinquish the project. You must immediately advise the ARC of the relinquishment of the Fellowship by submitting a variation.
- (c) The End of Year Financial Report must contain details regarding any projects that have been relinquished in that reporting year. A Final Report must be submitted if the project was active for more than one year, or if more than one year of the Grant has been expended, or if Research Outputs were produced.

B2.6.4 Additional Appointments

- (a) A variation must be submitted if the Fellow requests to undertake an additional remunerated appointment that would significantly enhance the Fellowship. The variation must include the details of the remuneration and may be approved with a pro rata salary relinquishment.
- (b) A variation must be submitted if the Fellow is to act as a Director of an ARC Centre of Excellence. The Fellow must commit their time to research and research capacity building activities, and administrative duties in the Centre must not consume a substantial amount of their time. The variation must include details of the arrangements to be put in place which ensures that the Fellow's administrative duties do not consume a substantial amount of their time (including details of those persons who will be responsible for the administrative functions of the Centre).

B3 Duration of the Grant

As per Part A – Discovery Program – Grant Details

B4 Payment of the Grant

As per Part A – Discovery Program – Grant Details

B5 Reporting

B5.1 Refer to clause A5 for the general reporting requirements.

B5.2 Mid-term Case studies

B5.2.1 You must submit mid-term case studies for each project. The ARC will provide details regarding this requirement. The form for this report will be made available by the ARC, with instructions on the [ARC website](#).

Part C Future Fellowships Grant Details

C1 Purpose of the Grant

C1.1 Future Fellowships reflects the Australian Government’s commitment to excellence in research by supporting excellent mid-career researchers to undertake high quality research in areas of national and international benefit.

C2 Future Fellowships Activity

C2.1 Commencement

C2.1.1 The Project Start Date must be before 30 June 2021.

C2.1.2 If there are exceptional circumstances, You may request a variation to defer the Project Start Date.

C2.2 Salary support

C2.2.1 The ARC will provide salary at the levels in Table 1 below each year for four years.

Table 1: Future Fellowship Salary Support

Current Academic Level (or equivalent)	Future Fellowship Salary Level	Total Salary
Level B or below	Level 1 (1.0 FTE)	\$157,863 per annum (2019\$) including 30 per cent on-costs.
Level C	Level 2 (1.0 FTE)	\$191,101 per annum (2019\$) including 30 per cent on-costs.
Level D or above	Level 3 (1.0 FTE)	\$224,332 per annum (2019\$) including 30 per cent on-costs.

C2.2.2 The Fellowship salary may be indexed annually. Updated levels are available on the [ARC website](#).

C2.2.3 The salary support in this Agreement is based on 2019\$ rates.

C2.2.4 Salary funding for the Fellow includes a 30 per cent loading to cover salary-related on-costs, including payroll tax, workers compensation, leave loading, long-service leave, non-contributory and contributory superannuation, but it excludes items such as extended leave and severance pay. On-costs that exceed 30 per cent and other costs (such as costs associated with or incurred as a result of extended leave and severance pay) must be met by You.

C2.2.5 The salary component of the Grant must only be used for the provision of salary and on-costs for the Fellow.

C2.3 Specified Personnel

C2.3.1 You must:

- (a) recognise the Fellow as academic staff and incorporate them fully into the activities and academic life of Your institution, but should note that limits do apply;
- (b) allow the Fellow to undertake their Fellowship on a part-time basis not exceeding eight consecutive years. ARC approval for the conversion to part-time must be requested by submitting a variation.
- (c) confirm that the Fellow has completed or relinquished any other current fellowships;
- (d) ensure the Fellow has access to the following leave during the Project Activity Period:
 - i. paid parental leave subject to the provisions of Your enterprise agreement. Funds for up to 14 weeks parental leave can be claimed from the ARC by submitting a variation;
 - ii. a leave of absence for recreation at the rate of four weeks per annum by arrangement between the Fellow and You. The ARC will not provide additional funds to cover accrued leave proposed to be taken after the Project Activity Period. If a Fellow's salary entitlements for recreation leave accrued during the Project Activity Period are to be funded from the Grant, the Fellow must take their recreation leave during the Project Activity Period; and
 - iii. additional leave of up to 12 months in total using accrued leave or leave without pay in accordance with Your normal practice.
- (e) submit a variation if any leave requires the project to be suspended which would result in an extension to the Project End Date.

C2.3.2 The Future Fellow:

- (a) must not hold more than one ARC Fellowship or Award;
- (b) must not concurrently hold a fellowship from another Commonwealth funding agency;
- (c) may not engage in other professional employment during the Project Activity Period without the prior approval of the ARC;
- (d) must work a minimum of 80 per cent (0.8 FTE) of their time on research activities related to the Future Fellowship;
- (e) must not spend more than 20 per cent (0.2 FTE) of their time on activities not related to the Future Fellowship such as teaching. The Future Fellowship will not be extended to accommodate any periods of teaching; and
- (f) may undertake research supervision or significant academic duties in addition to performing the Fellowship but only where it enhances, rather than detracts from, the project.

C2.4 Variations to this Agreement

C2.4.1 In addition to this clause, You must also consider the variations described at clause A2.3.

C2.4.2 A variation must be submitted if a change to the minimum residential period is required. The ARC may approve the Fellow to undertake additional research outside Australia, providing You clearly demonstrate this is in the best interests of the research project and its outcomes, and of national benefit to Australia.

C2.4.3 Project relinquishment

- (a) A Future Fellowship cannot be transferred to another person. If, at any time during the Project Activity Period, a Fellow relinquishes, or is no longer able to continue their project, the Grant for the project must be terminated, unless there are exceptional circumstances. In such cases, any unspent Grant funds for the project must be recovered by the ARC.
- (b) You must require Fellows give notice of one month if they intend to relinquish the project. You must immediately advise the ARC of the relinquishment of the Fellowship by submitting a variation.
- (c) The End of Year Financial Report must contain details regarding any projects that have been relinquished in that reporting year. A Final Report must be submitted if the project was active for more than one year, or if more than one year of the Grant has been expended, or if Research Outputs were produced.

C2.4.4 Additional Appointments

- (a) A variation must be submitted if the Fellow requests to undertake an additional remunerated appointment that would significantly enhance the Fellowship. The variation must include the details of the remuneration and may be approved with a pro rata salary relinquishment.
- (b) A variation must be submitted if the Fellow is to act as a Director of an ARC Centre of Excellence. The Fellow must commit their time to research activities, and administrative duties in the Centre must not consume a substantial amount of their time. The variation must include details of the arrangements to be put in place which ensures that the Fellow's administrative duties do not consume a substantial amount of their time (including details of those persons who will be responsible for the administrative functions of the Centre).

C3 Duration of the Grant

As per Part A – Discovery Program – Grant Details

C4 Payment of the Grant

As per Part A – Discovery Program – Grant Details

C5 Reporting

As per Part A – Discovery Program – Grant Details

Part D Discovery Early Career Researcher Award (DECRA) Grant Details

D1 Purpose of the Grant

D1.1 The DECRA grant opportunity provides focused research support for early career researchers in both teaching and research, and research-only positions.

D2 DECRA Activity

D2.1 Commencement

D2.1.1 The Project Start Date must be before 31 December 2021.

D2.1.2 If there are exceptional circumstances, You may request a variation to defer the Project Start Date.

D2.2 Salary Support

D2.2.1 The ARC will provide \$104,316 (2019\$), including 30 per cent on-costs, as salary each year for three years.

D2.2.2 The DECRA salary may be indexed annually. Updated levels are available on the [ARC website](#).

D2.2.3 The salary in this Agreement is based on 2019\$ rates.

D2.2.4 Salary funding includes a 30 per cent loading to cover salary-related on-costs, including payroll tax, workers compensation, leave loading, long-service leave, non-contributory and contributory superannuation, but it excludes items such as extended leave and severance pay. On-costs that exceed 30 per cent and other costs (such as costs associated with or incurred as a result of extended leave and severance pay) must be met by You.

D2.2.5 A DECRA's salary may be used for other purposes to support the project in exceptional circumstances without extension to the Project End Date. This may include teaching relief for personnel covering the absence of the DECRA Recipient. A variation must be submitted for prior approval of any such circumstances.

D2.2.6 Up to one HDR stipend may be supported per project. This stipend may be divided amongst more than one person, for example two students at 0.5 FTE each. Further information is available on the [ARC website](#).

D2.3 Specified Personnel

D2.3.1 You must:

- (a) employ the DECRA for the duration of the Award;
- (b) allow the DECRA to undertake their Award on a part-time basis not exceeding six consecutive years. ARC approval for the conversion to part-time must be requested by submitting a variation;
- (c) confirm that the DECRA has completed or relinquished any other current fellowships;
- (d) ensure the DECRA has access to the following leave during the Project Activity Period:
 - i. paid parental leave subject to the provisions of Your enterprise agreement. Funds for up to 14 weeks paid parental leave can be claimed from the ARC by submitting a variation;
 - ii. a leave of absence for recreation at the rate of four weeks per annum by arrangement between the DECRA and You. The ARC will not provide additional funds to cover accrued leave proposed to be taken after the Project Activity Period. If a DECRA's salary entitlements for recreation leave accrued during the Project Activity Period are to be funded from the Grant, the DECRA must take their recreation leave during the Project Activity Period; and
 - iii. additional leave of up to 12 months in total using accrued leave or leave without pay in accordance with Your normal practice.
- (e) submit a variation if any leave requires the project to be suspended which would result in an extension to the Project End Date.

D2.3.2 The DECRA:

- (a) must not hold more than one ARC Fellowship or Award;
- (b) must not concurrently hold a fellowship from another Commonwealth funding agency;
- (c) may not engage in other professional employment during the Project Activity Period without the prior approval of the ARC;
- (d) must work a minimum of 80 per cent (0.8 FTE) of their time on research activities related to the DECRA;
- (e) must not spend more than 20 per cent (0.2 FTE) of their time on activities not related to the DECRA such as teaching. The DECRA will not be extended to cover periods of teaching; and
- (f) must not spend more than one third of the Project Activity Period outside Australia.

D2.4 Variations to this Agreement

D2.4.1 In addition to this clause, You must also consider the variations described at clause A.3.

D2.4.2 A variation must be submitted if a change to the minimum residential period is required. The ARC may approve the DECRA to undertake additional research outside Australia, providing You clearly demonstrate this is in the best interests of the research project and its outcomes, and of national benefit to Australia.

D2.4.3 Project relinquishment

- (a) A DECRA cannot be transferred to another person. If, at any time during the Project Activity Period, a DECRA relinquishes, or is no longer able to continue their project, the Grant for the project must be terminated, unless there are exceptional circumstances. In such cases, any unspent Grant funds for the project must be recovered by the ARC.
- (b) You must require DECRA's give notice of one month if they intend to relinquish the project. You must immediately advise the ARC of the relinquishment of the DECRA by submitting a variation.
- (c) The End of Year Financial Report must contain details regarding any projects that have been relinquished in that reporting year. A Final Report must be submitted if the project was active for more than one year, or if more than one year of the Grant has been expended, or if Research Outputs were produced.

D2.4.4 Additional Appointments

- (a) A variation must be submitted if the DECRA requests to undertake an additional remunerated appointment that would significantly enhance the Award. The variation must include the details of the remuneration and may be approved with a pro rata salary relinquishment.
- (b) A variation must be submitted if the DECRA is to act as a Director of an ARC Centre of Excellence. The DECRA must commit their time to research and research capacity building activities, and administrative duties in the Centre must not consume a substantial amount of their time. The variation must include details of the arrangements to be put in place which ensures that the DECRA's administrative duties do not consume a substantial amount of their time (including details of those persons who will be responsible for the administrative functions of the Centre).

D3 Duration of the Grant

As per Part A – Discovery Program – Grant Details

D4 Payment of the Grant

As per Part A – Discovery Program – Grant Details

D5 Reporting

As per Part A – Discovery Program – Grant Detail

Part E Discovery Indigenous Grant Details

E1 Purpose of the Grant

E1.1 The Discovery Indigenous scheme provides grant funding to support research projects led by an Aboriginal and Torres Strait Islander researcher.

E2 Discovery Indigenous Activity

E2.1 Commencement

E2.1.1 The Project Start Date must be before 31 December 2021.

E2.1.2 If there are exceptional circumstances, You may request a variation to defer the Project Start Date.

E2.2 Discovery Aboriginal and Torres Strait Islander Award (DAATSIA) Salary Support

E2.2.1 The ARC will provide the Discovery Aboriginal and Torres Strait Islander Award (DAATSIA) salary at the levels in the Table 2 below each year for four years.

Table 2: DAATSIA salary levels

DAATSIA Grant Levels	Total Salary
DAATSIA Step 1 (1.0 FTE)	\$104,316 per annum (2019\$) including 30 per cent on-costs.
DAATSIA Step 2 (1.0 FTE)	\$122,726 per annum (2019\$) including 30 per cent on-costs.
DAATSIA Step 3 (1.0 FTE)	\$159,543 per annum (2019\$) including 30 per cent on-costs.
DAATSIA Step 4 (1.0 FTE)	\$184,090 per annum (2019\$) including 30 per cent on-costs.
DAATSIA Step 5 (1.0 FTE)	\$220,907 per annum (2019\$) including 30 per cent on-costs.

E2.2.2 The salary may be indexed annually. Updated levels are available on the [ARC website](#).

E2.2.3 The salaries in this Agreement are based on 2019\$ rates.

E2.2.4 Salary funding includes a 30 per cent loading to cover salary-related on-costs, including payroll tax, workers compensation, leave loading, long-service leave, non-contributory and contributory superannuation, but it excludes items such as extended leave and severance pay. On-costs that exceed 30 per cent and other costs (such as costs associated with or incurred as a result of extended leave and severance pay) must be met by You.

E2.2.5 A DAATSIA's salary may be used for other purposes to support the project in exceptional circumstances without extension to the Project End Date. A variation must be submitted for prior approval of any such circumstances.

E2.3 Specified Personnel

E2.3.1 You must:

- (a) employ the DAATSIA for the duration of the Award;
- (b) allow the DAATSIA to undertake their Award on a part-time basis not exceeding eight consecutive years. ARC approval for the conversion to part-time must be requested by submitting a variation;
- (c) ensure the DAATSIA has access to the following leave during the Project Activity Period:
 - i. paid parental leave subject to the provisions of Your enterprise agreement. Funds for up to 14 weeks paid parental leave can be claimed from the ARC by submitting a variation;
 - ii. a leave of absence for recreation at the rate of four weeks per annum by arrangement between the DAATSIA and You. The ARC will not provide additional funds to cover accrued leave proposed to be taken after the Project Activity Period. If a DAATSIA's salary entitlements for recreation leave accrued during the Project Activity Period are to be funded from the Grant, the DAATSIA must take their recreation leave during the Project Activity Period; and
 - iii. additional leave of up to 12 months in total using accrued leave or leave without pay in accordance with Your normal practice.
- (d) submit a variation if any leave requires the project to be suspended which would result in an extension to the Project End Date.

E2.4 Variations to this Agreement

E2.4.1 In addition to this clause, You must also consider the variations at clause A2.3.

E2.4.2 Personnel change or removal

- (a) If a CI is the only CI on the project, and their involvement with the project is to cease, Grant funds for the project must be terminated.
- (b) If the Project Leader's involvement with the project is to cease, another Investigator who was an original Specified Personnel on the application may become the Project Leader if approved by the ARC.

E2.4.3 Participating Organisation change or removal

- (a) In considering adding or changing organisations named on the project, refer to the guidance information available on the [ARC website](#).
- (b) A variation is required when a change to current Participating Organisations is sought.
- (c) You must notify the ARC if any other Participating Organisation wishes to reduce or withdraw its support for the project.
- (d) You must ensure that the Participating Organisation contributions for the project satisfy the requirements of this Agreement (including the Grant Offer) and the Grant Guidelines.
- (e) You may request a replacement Participating Organisation for the project, or modify remaining Participating Organisation agreements.
- (f) You must provide the Participating Organisation Agreed Contribution Report in RMS for any revisions.

E2.4.4 Project Suspension

- (a) If any of the Specified Personnel on the project is not able to perform the project for a period or periods of time the project may be suspended for a period or periods totalling up to 12 months. To request a project suspension, You must submit a variation.

E3 Duration of the Grant

As per Part A – Discovery Program – Grant Details

E4 Payment of the Grant

As per Part A – Discovery Program – Grant Details

E5 Reporting

As per Part A – Discovery Program – Grant Details

Part F Discovery Projects Grant Details

F1 Purpose of the Grant

F1.1 The Discovery Projects scheme provides grant funding to support research projects that may be undertaken by individual researchers or research teams.

F2 Discovery Projects Activity

F2.1 Commencement

F2.1.1 The Project Start Date must be before 31 December 2021.

F2.1.2 If there are exceptional circumstances, You may request a variation to defer the Project Start Date.

F2.2 Variations to this Agreement

F2.2.1 In addition to this clause, You must also consider the variations described at clause A2.3.

F2.2.2 Personnel change or removal

- (a) If a CI is the only CI on the project, and their involvement with the project is to cease, Grant funds for the project must be terminated.
- (b) If the Project Leader's involvement with the project is to cease, another Investigator who was an original Specified Personnel on the application may become the Project Leader if approved by the ARC.

F2.2.3 Participating Organisation change or removal

- (a) In considering adding or changing organisations named on the project, refer to the guidance information available on the [ARC website](#).
- (b) A variation is required when a change to current Participating Organisations is sought.
- (c) You must notify the ARC if any other Participating Organisation wishes to reduce or withdraw its support for the project.
- (d) You must ensure that the Participating Organisation contributions for the project satisfy the requirements of this Agreement (including the Grant Offer) and the Grant Guidelines.
- (e) You may request a replacement Participating Organisation for the project, or modify remaining Participating Organisation agreements.
- (f) You must provide the Participating Organisation Agreed Contribution Report in RMS for any revisions.

F2.2.4 Project suspension

- (a) If any of the Specified Personnel on the project is not able to perform the project for a period or periods of time the project may be suspended for a period or periods totalling up to 12 months. To request a project suspension, You must submit a variation.

- F3 [Duration of the Grant](#)
As per Part A – Discovery Program – Grant Details
- F4 [Payment of the Grant](#)
As per Part A – Discovery Program – Grant Details
- F5 [Reporting](#)
As per Part A – Discovery Program – Grant Detail

Execution Clauses

1. Establishment

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

2. Parties to this Agreement

The Grantee (“You”)

<<Administering Organisation>>

The Commonwealth

The Commonwealth of Australia represented by
The Australian Research Council
ABN 35 201 451 156

3. Background

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

4. Scope of this Agreement

- 4.1 This Agreement comprises:
- (a) the Execution Clauses;
 - (b) the Grant Details (Part A, B, C, D E and F);
 - (c) this document;
 - (d) the Grant Guidelines;
 - (e) the application; and
 - (f) any other document referenced or incorporated in the Grant Details.
- 4.2 This Agreement, including Execution Clauses, 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.
- 4.3 If there is any ambiguity or inconsistency between the documents comprising this Agreement in relation to a Grant, the document appearing higher in the list at clause 4.1 will have precedence to the extent of the ambiguity or inconsistency.
- 4.4 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. You 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, You will not be taken to have breached this Agreement where it has acted consistently with any further requirements or conditions notified under this clause.

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

4.6 You are required to do all things incidental or reasonably necessary to give effect to this Agreement. This includes, but is not limited to You securing the agreement of all parties involved in the project to abide by the terms and conditions of this Agreement.

4.7 Certain information contained in or provided under this Agreement may be used for public reporting purposes.

5. Undertaking the Activity

5.1 You agree to undertake the Activity for the purpose of the Grant in accordance with this Agreement.

5.2 You are fully responsible for the Activity and for ensuring the performance of Your obligations under this Agreement in accordance with all relevant laws. You will not be relieved of that responsibility because of:

- (a) the Grant or withholding of any approval or the exercise or non-exercise of any right by the Commonwealth; or
- (b) any payment to, or withholding of any payment from, You under this Agreement.

6. Payment of the Grant

6.1 The Commonwealth agrees to pay the Grant to You in accordance with the Grant Details.

6.2 Notwithstanding any other provision of this Agreement, the Commonwealth may by notice withhold payment of any amount of the Grant and/or take any other action specified in the Execution Clauses if it reasonably believes that:

- (a) You have not complied with this Agreement;
- (b) You are unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
- (c) there is a serious concern relating to You or this Agreement that requires investigation.

6.3 A notice under this clause will contain the reasons for any action taken and, where relevant, the steps You can take to address those reasons.

6.4 The Commonwealth will only be obliged to pay a withheld amount once You have addressed the reasons contained in a notice to the Commonwealth's reasonable satisfaction.

7. Acknowledgements

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

7.2 You agree to acknowledge the ARC's support in all Material, publications and promotional and advertising materials published in connection with this Agreement. The ARC will make available, on the [ARC website](#), the form of acknowledgement that You are to use.

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

8. Notices

- 8.1 Each Party agrees to promptly notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance of any of its other requirements under this Agreement.
- 8.2 A notice given by a Party under this Agreement must be in writing and addressed to the other Party's representative as set out in the Grant Details or as most recently updated by notice given in accordance with this clause.
- 8.3 The Commonwealth may, by notice, advise You of changes to this Agreement that are minor or of an administrative nature, provided that any such changes do not increase the Your obligations under this Agreement. Such changes are not variations for the purpose of clause 11.

9. Relationship between the Parties

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

10. Conflict of interest

- 10.1 All parties involved in or associated with the project are required to disclose to You and the other parties involved in the project, any actual or potential Conflict of Interest which have the potential to influence, or appear to influence, the research and activities of the project, publications and media reports, or requests for funding related to the project.
- 10.2 If You or any Specified Personnel become aware of any actual or potential Conflicts of Interest relating to parties involved in the project, You must:
- (a) have documented and established processes in place for managing the actual or potential Conflict of Interest for the duration of the project. Such processes must comply with the *Australian Code for the Responsible Conduct of Research (2018)*, the *ARC Conflict of Interest and Confidentiality Policy* and any relevant successor document; and
 - (b) notify the ARC within two weeks of the outcome of any investigation into potential breaches of the *Australian Code for the Responsible Conduct of Research (2018)*.

- 10.3 If during the term of this Agreement, any actual, perceived or potential conflict arises or there is any material change to a previously disclosed conflict of interest, You agree to:
- (a) notify the ARC promptly and make full disclosure of all relevant information relating to the conflict; and
 - (b) take any steps the ARC reasonably requires to resolve or otherwise deal with that conflict.
- 10.4 If You or any Specified Personnel fail to disclose a breach of *the Australian Code for the Responsible Conduct of Research* in relation to a Conflict of Interest, the ARC may do any of the things as set out in clause 35.

11. Variation, assignment and waiver

- 11.1 This Agreement may be varied in writing only, signed by both Parties.
- 11.2 You cannot assign Your obligations, and You agree not to assign rights, under this Agreement without the ARC's prior approval.
- 11.3 You agree not to enter into negotiations with any other person for the purposes of entering into an arrangement that will require novation of, or involve any assignment of rights under this Agreement without first consulting the ARC.
- 11.4 A waiver by a Party of any of its rights under this Agreement is only effective if it is in a signed written notice to the other Party and then only to the extent specified in that notice.

12. Taxes, duties and government charges

- 12.1 You agree to pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement, except as provided by this Agreement.
- 12.2 If Goods and Services Tax (GST) is payable by a supplier on any supply made under this Agreement, the recipient of the supply will pay to the supplier an amount equal to the GST payable on the supply, in addition to and at the same time that the consideration for the supply is to be provided under this Agreement.
- 12.3 If at the commencement of this Agreement You are not registered for GST and during the term of this Agreement You become, or are required to become, registered for GST, You agree to notify the ARC in writing within 7 days of becoming registered for GST.

13. Spending the Grant

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

14. Recovery of unspent Grant funds or overpayments

- 14.1 Any unspent Grant funds, and any amount of Grant funding paid to You which exceeds the amount of financial assistance that is correctly payable to You may be recovered by the ARC.
- 14.2 The ARC may offset the unspent or overpaid Grant funds against the total of any further Grant funds payable to You.

15. Record keeping

- 15.1 You agree to keep financial accounts and other records relating to the expenditure of the Grant and the conduct and management of the Activity and provide copies of the records to the Commonwealth upon request.
- 15.2 You agree to keep the records for seven years after the Project End Date and provide copies of the records to the Commonwealth upon request.
- 15.3 You must maintain reasonable, up-to-date and accurate records relating to Grant funding and the project conducted with Grant funding to verify its compliance with this Agreement.

16. Reporting

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

17. Intellectual property

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

17.7 Indemnity

- (a) You 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.
- (b) This indemnity shall not apply to the extent that a claim under it results from the Commonwealth's negligence or wilful misconduct.

18. Copyright in applications and reports

18.1 Copyright in any application and all reports provided under this Agreement will vest in You at the time of creation.

18.2 You grant to 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;
- (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.

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

19. Access

19.1 You agree to give the Commonwealth, the CEO, or any persons authorised in writing by the Commonwealth or the CEO:

- (a) unhindered access to premises where the Activity is being performed and/or where Material relating to the Activity is kept within the time period specified in a Commonwealth notice; and
- (b) permission to inspect and take copies of any Material relevant to the Activity.

19.2 You must agree to give the Commonwealth, the CEO or any persons authorised in writing by the CEO reasonable assistance to locate and inspect Material relevant to any project or Your compliance with this Agreement or the scheme.

20. Monitoring

- 20.1 You are responsible for monitoring the expenditure of Grant funding and certifying to the ARC that Grant funding has been dispersed in accordance with this Agreement in the End of Year Financial Report. If at any time, in the opinion of Your Responsible Officer, Grant funding is not being expended in accordance with this Agreement, You must take all action necessary to minimise further expenditure in relation to the project and inform the ARC immediately.
- 20.2 Upon receipt of reasonable written notice from the ARC, or any person authorised in writing by the CEO, You must:
- (a) provide any information required by the ARC for monitoring and evaluation purposes;
 - (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.
- 20.3 Nothing in this clause affects the obligation of each party to continue to perform its obligations under this Agreement.

21. Equipment and Assets

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

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

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

23. Research Special Conditions

- 23.1 Importation of experimental organisms: You must ensure that, before experimental organisms are imported into Australia for the purposes of the project, You obtain agreement in principle for the importation from the appropriate Commonwealth and State authorities.
- 23.2 Research involving humans or other animals: If any project conducted by You involves research on or involving humans or other animals, You must ensure that the codes adopted for these purposes by the National Health and Medical Research Council are complied with. The research must not commence without clearance from Your Biosafety or Ethics Committee (or equivalent) and from any other relevant authority.
- 23.3 Deposition of biological materials: Any biological material accumulated during the Project Activity Period must be transferred to an Australian body with statutory responsibility for control of such material. If no such body is available to take control of the biological material, then You must dispose of the material in accordance with Your established safeguards.
- 23.4 Genetically Modified Organisms: If the project involves the use of gene technology (as defined in the *Gene Technology Act 2000*), then before the research commences, You must be accredited with the Office of the Gene Technology Regulator. You must ensure that the project has been approved in writing by the Your relevant Biosafety and/or Ethics Committees (or equivalent). You must retain all certificates relating to the above and provide evidence to the ARC if required to do so.
- 23.5 Ionising radiation: If the project involves the use of ionising radiation, You must ensure that any personnel performing procedures involving ionising radiation are appropriately trained and hold a relevant current licence from the appropriate State authority. You must retain all such licences and provide them to the ARC if required to do so.
- 23.6 Social science data sets: Any digital data arising from the project involving research relating to the social sciences must be lodged with the Australian Data Archive (ADA) or another equivalent repository for secondary use by other investigators. This must normally be done within 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.

- 23.7 The 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 Ethical conduct in research with Aboriginal and Torres Strait Islander Peoples and communities: Guidelines for researchers and stakeholders* (2018);
 - (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 Australian Music; Writing; Visual Arts; Media Arts; and Performing Arts* (2007); and
 - (f) as applicable, the *Australian Code for the care and use of animals for scientific purposes* (2013).

24. Child Safety

Relevant checks and authority

24.1 You must:

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

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

24.2 You agree in relation to the Activity to:

- (a) implement the National Principles for Child Safe Organisations;
- (b) ensure that all Child-Related Personnel implement the National Principles for Child Safe Organisations;
- (c) complete and update, at least annually, a risk assessment to identify the level of responsibility for Children and the level of risk of harm or abuse to Children;
- (d) put into place and update, at least annually, an appropriate risk management strategy to manage risks identified through the risk assessment required by this clause;
- (e) provide training and establish a compliance regime to ensure that all Child-Related Personnel are aware of, and comply with:
 - i. the National Principles for Child Safe Organisations;
 - ii. Your risk management strategy required by this clause;
 - iii. relevant legislation relating to requirements for working with Children, including Working With Children Checks;

- iv. relevant legislation relating to mandatory reporting of suspected child abuse or neglect, however described; and
 - v. provide the ARC with an annual statement of compliance with clauses 24.1 and 24.2, in such form as may be specified by the Commonwealth.
- 24.3 With reasonable notice to You, the Commonwealth may conduct a review of Your compliance with this clause.
- 24.4 You agree to:
 - (a) notify the ARC of any failure to comply with this clause;
 - (b) co-operate with the ARC in any review conducted by the ARC of the Your implementation of the National Principles for Child Safe Organisations or compliance with this clause; and
 - (c) promptly, and at Your own cost, take such action as is necessary to rectify, to the ARC's satisfaction, any failure to implement the National Principles for Child Safe Organisations or any other failure to comply with this clause.

25. Fraud

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

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

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

26. Indemnities

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

27. Compliance with legislation and policies

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

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

- 28.1 All ARC-funded research projects must comply with the *ARC Research Integrity and Research Misconduct Policy (2018)*, which is available on the [ARC website](#). The ARC will enforce reporting requirements and take precautionary and consequential action, when required, under this policy.
- 28.2 The *ARC Research Integrity and Research Misconduct Policy (2018)* 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 and external assessors.

29. Australian Research Integrity Committee

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

30. Accuracy of information

- 30.1 The provision of any Grant funding for the project is conditional on all information contained in the application for that project and all reports required by this Agreement from You being complete, accurate and not misleading. 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.

- 30.2 If the ARC considers that an application for the project or any report provided under this Agreement contains incomplete, inaccurate or misleading information, the ARC may by notice in writing to You do any or all of the following:
- (a) not pay You any further Grant funds for that project;
 - (b) recover all or some of the Grant funds paid under this Agreement for that project, including all unspent Grant funds and any Grant funds not spent in accordance with this Agreement; and/or
 - (c) vary the amount of Grant funding approved for that project.
- 30.3 You must pay to the ARC the amount specified in any notice received under this clause within 30 days of the date of that notice.

31. Privacy

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

32. Confidentiality

- 32.1 You 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.
- 32.2 The ARC may disclose Your confidential information where;
- (a) the Commonwealth is providing information about the Activity or Grant in accordance with Commonwealth accountability and reporting requirements;
 - (b) the Commonwealth is disclosing the information to a Minister of the Australian Government, a House or Committee of the Commonwealth Parliament;
 - (c) the Commonwealth is disclosing the information to its personnel or another Commonwealth agency where this serves the Commonwealth's legitimate interests;
 - (d) officers, employees, ARC assessors, or other third parties are required to enable effective assessment, evaluation, management or auditing of the Discovery Program schemes or any Agreement;
 - (e) the Commonwealth is disclosing the information in accordance with any other provision of the Grant Guidelines or this Agreement; or
 - (f) it is in the public domain other than due to a breach of this clause; or to comply with obligations, or to exercise rights, under the *ARC Research Integrity and Research Misconduct Policy* (2018) available on the [ARC website](#).

- 32.3 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.
- 32.4 The ARC agrees to hold the Final Report and any information contained in any reports relating to the project as confidential, excluding information specifically provided for public release.
- 32.5 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 You before the Final Report and any information which is contained in any reports related to the project is disclosed to any person other than an officer, employee, agent or member of the ARC or the Minister.

33. Insurance

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

34. Dispute resolution

- 34.1 The Parties agree not to initiate legal proceedings in relation to a dispute arising under this Agreement unless they have first tried and failed to resolve the dispute by negotiation.
- 34.2 The Parties agree to continue to perform their respective obligations under this Agreement when a dispute exists.
- 34.3 The Parties may agree to suspend performance of this Agreement pending resolution of the dispute.
- 34.4 Failing settlement by negotiation in accordance with this clause, the Parties may agree to refer the dispute to an independent third person with power to intervene and direct some form of resolution, in which case the Parties will be bound by that resolution. If the Parties do not agree to refer the dispute to an independent third person, either Party may initiate legal proceedings.
- 34.5 Each Party will bear their own costs in complying with this clause, and the Parties will share equally the cost of any third person engaged under this clause.
- 34.6 The procedure for dispute resolution under this clause does not apply to any action relating to termination, cancellation or urgent interlocutory relief.

35. Reduction, suspension and termination

35.1 Reduction in scope of agreement for fault

- 35.1.1 If You do not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy, or if You have failed to comply with a notice to remedy, the Commonwealth may by written notice reduce the scope of this Agreement.
- 35.1.2 You agree, on receipt of the notice of reduction, to:
- (a) stop or reduce the performance of Your obligations as specified in the notice;
 - (b) take all available steps to minimise loss resulting from the reduction;
 - (c) continue performing any part of the Activity or this Agreement not affected by the notice if requested to do so by the Commonwealth;

- (d) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

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

35.2 Suspension

35.2.1 If:

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

35.2.2 The Commonwealth may by written notice:

- (a) immediately suspend You from further performance of the Activity (including expenditure of the Grant); and/or
- (b) require that the non-compliance or inability be remedied, or the investigation be completed, within the time specified in the notice.

35.2.3 If You:

- (a) remedy the non-compliance or inability specified in the notice to the Commonwealth's reasonable satisfaction, or the Commonwealth reasonably concludes that the concern is unsubstantiated, the Commonwealth may direct You to recommence performing the Activity; or
- (b) fail to remedy the non-compliance or inability within the time specified, or the Commonwealth reasonably concludes that the concern is likely to be substantiated, the Commonwealth may reduce the scope of this Agreement in accordance with clause 35.1 or terminate this Agreement immediately by giving a second notice in accordance with clause 35.3.

35.3 Termination of the Grant for the project

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

- (a) You commit any breach of this Agreement which the ARC considers is not capable of remedy;
- (b) the ARC is of the opinion that progress on the project is not satisfactory;
- (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 the project's activities 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 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 You, the project, Specified Personnel, Personnel or any other Participating Organisation in connection with the project;

- (g) You fail to comply with any additional ARC requirement or condition;
- (h) You are unable to continue Your role for any reason;
- (i) the Commonwealth terminates its commitment in the event of a change of government policy or other related government requirements; or
- (j) the ARC considers that the integrity of its Grant selection processes, funding recommendations and/or funded projects have been compromised as a result of the outcome of the investigation of research integrity and research misconduct complaints and allegations.

35.3.2 If the ARC terminates the Grant for the project under this clause:

- (a) You must immediately take all available and reasonable steps to stop any further expenditure of Grant funding on the project;
- (b) You 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.

35.3.3 Any amount notified to You 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.

36. Cancellation or reduction for convenience

36.1 The Commonwealth may cancel or reduce the scope of this Agreement by notice, due to:

- (a) a change in government policy; or
- (b) a change in Your circumstances which the Commonwealth reasonably believes will negatively affect Your ability to comply with this Agreement.

36.2 On receipt of a notice of reduction or cancellation under this clause, You agree to:

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

36.3 In the event of reduction or cancellation under this clause, the Commonwealth will be liable only to:

- (a) pay any part of the Grant due and owing to You under this Agreement at the date of the notice; and
- (b) reimburse any reasonable and substantiated expenses You unavoidably incur that relate directly and entirely to the reduction in scope or cancellation of this Agreement.

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

- 36.5 The Commonwealth's liability to pay any amount under this clause is:
- (a) subject to Your compliance with this Agreement; and
 - (b) limited to an amount that when added to all other amounts already paid under this Agreement will not exceed the total amount of the Grant.
- 36.6 You will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on You but for the cancellation or reduction in scope of this Agreement under clause 36.1.
- 36.7 The Commonwealth will act reasonably in exercising its rights under this clause.

37. Termination of Agreement

- 37.1 If the ARC terminates this Agreement:
- (a) You must immediately take all available and reasonable steps to stop any further expenditure of Grant funding on all projects;
 - (b) You 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 Grant funding from all Grants allocated under this Agreement as at the date of termination from You and any Grant funds not spent as set out in this Agreement.
- 37.2 Any amount notified to You as payable under this clause is a debt due to the ARC (without further proof of the debt being necessary), payable within 30 days of the date of the notice.

38. Survival Clauses

- 38.1 The following clauses survive termination, cancellation or expiry of this Agreement:
- (a) clause A5 (Discovery Program Reporting);
 - (b) clause B5 (Australian Laureate Fellowships Reporting);
 - (c) clause 7 (Acknowledgements);
 - (d) clause 13 (Spending the Grant);
 - (e) clause 14 (Recovery of unspent Grant funds or overpayment);
 - (f) clause 15 (Record keeping);
 - (g) clause 16 (Reporting);
 - (h) clause 17 (Intellectual property);
 - (i) clause 26 (Indemnities);
 - (j) clause 31 (Privacy);
 - (k) clause 32 (Confidentiality);
 - (l) clause 35 (Insurance);
 - (m) clause 35 (Reduction, Suspension and Termination);
 - (n) clause 38 (Survival);

- (o) Definitions; and
- (p) any other clause identified within this Agreement or which expressly or by implication from its nature is meant to survive.

39. [Applicable Law](#)

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

Definitions

In this Agreement, unless the contrary appears:

- **Aboriginal and Torres Strait Islander** means a person of Australian Aboriginal or Torres Strait Islander descent who identifies as an Australian Aboriginal or Torres Strait Islander person and is accepted as an Australian Aboriginal or Torres Strait Islander person by the community in which they live or have lived.
- **ABN** has the meaning as given in section 41 of the A New Tax System (Australian Business Number) Act 1999.
- **Activity** means the activity described in the Grant Details and includes the provisions of the Reporting Material.
- **Activity Material** means any Material, other than Reporting Material, created or developed by You as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.
- **Administering Organisation** means an Eligible Organisation which submits an application for Grant funding and which is responsible for the administration of the Grant under this Grant Agreement.
- **Agreement** means the Grant Details, Execution Clauses and any other document referenced or incorporated in the Grant Details.
- **Application** means a request for Grant 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 Award** means a named Award position within any ARC scheme where the salary is funded wholly or partly by the ARC.
- **ARC Fellowship** means a named Fellowship position within any ARC scheme where the salary is funded wholly or partly by the ARC.
- **ARC website** is www.arc.gov.au.
- **Asset** includes personal, real or incorporeal property, but not Intellectual Property.
- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.
- **Chief Executive Officer** or **CEO** means the occupant of the position of the Chief Executive Officer of the ARC, or delegate, as established under the ARC Act.
- **Chief Investigator (CI)** means a person or persons named as a CI and who meets the eligibility criteria stated in the Grant Guidelines.
- **Child** means an individual(s) under the age of 18 years and **Children** has a similar meaning;
- **Child-Related Personnel** means Your officers, employees, contractors (including subcontractors), agents and volunteers involved with the Activity who as part of that involvement may interact with Children;
- **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in this Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Commonwealth Entity** has the meaning given in Section 10 of *the Public Governance, Performance and Accountability Act 2013*.

- **Commonwealth Standard Grant Conditions** means this document.
- **Commonwealth Purposes** includes the following:
 - the Commonwealth verifying and assessing grant proposals, including a grant application;
 - the Commonwealth administering, monitoring, reporting on, auditing, publicising and evaluating a grant program or exercising its rights under this Agreement;
 - the Commonwealth preparing, managing, reporting on, auditing and evaluating agreements, including this Agreement;
 - the Commonwealth developing and publishing policies, programs, guidelines and reports, including Commonwealth annual reports;
- but in all cases:
 - excludes the commercialisation (being for-profit use) of the Material by the Commonwealth.
- **Confidential Information** means any information which the parties agree is confidential or that is by its nature confidential.
- **Conflict of Interest** means any conflict of interest, any risk of a conflict of interest and any apparent conflict of interest arising through a party engaging in any activity, participating in any association, holding any membership or obtaining any interest that is likely to conflict with or restrict that party participating in the project. The *ARC Conflict of Interest and Confidentiality Policy* is available on the [ARC website](#).
- **DAATSIA Recipient** means a researcher awarded a DAATSIA under the Discovery Indigenous scheme.
- **DECRA** means an award funded under the Discovery Early Career Researcher Award scheme.
- **DECRA Recipient** means a researcher awarded Grant under the Discovery Early Career Researcher Award scheme.
- **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.
- **Discovery Program** refers to a program within the NCGP, which comprises: Australian Laureate Fellowships, Discovery Early Career Researcher Award, Discovery Indigenous, Discovery Projects, Future Fellowships and other grant opportunities as updated from time to time.
- **Eligible Organisation** means an organisation listed in clause 4.7 of the Grant Guidelines.
- **End of Year Financial Report** means the report described in clause A5.2.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Activity Material.
- **Fellow** means the Australian Laureate Fellow, the Future Fellow, the DECRA, or the DAATSIA.
- **Final Report** means the report described in clause A5.3.
- **FTE** means full-time equivalent.
- **Grant** or **Grant Funding** means the money, or any part of it, payable by the Commonwealth to You for the Activity as specified in the Grant Details and includes any interest earned by You on that money once the Grant has been paid to You.
- **Grant Agreement** or **Agreement** means this document.
- **Grantee** means the legal entity other than the Commonwealth specified in this Agreement and includes, where relevant, its officers, employees, contractors and agents.

- **Grant Details** means the document titled Grant Details that forms part of this Agreement.
- **Grant Guidelines** means Discovery Program 2019 Grant Guidelines.
- **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.
- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).
- **Laureate Fellow** means a recipient of an Australian Laureate Fellowship awarded a grant under the Australian Laureate Fellowships scheme.
- **Laureate Fellowship** means an individual award which has been awarded under the Australian Laureate Fellowships scheme to an eligible participant named in the Grant Offer, and includes a component of salary and non-salary Grant.
- **Legislation** means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory, or local authority.
- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- **Minister** means the Minister responsible for the administration of the ARC Act, or the Minister's delegate.
- **National Principles for Child Safe Organisations** means the National Principles for Child Safe Organisations, which have been endorsed in draft form by the Commonwealth Government (available at: <https://www.humanrights.gov.au/national-principles-child-safe-organisations>) and subsequently, from the time of their endorsement by the Council of Australian Governments, the final National Principles for Child Safe Organisations as published by the Department of Social Services;
- **NCGP** means the ARC's National Competitive Grants Program.
- **NHMRC** means the National Health and Medical Research Council.
- **Other Eligible Organisation** means an organisation listed in section 4.7 of the Grant Guidelines which is not You on an application.
- **Other Organisation** means an organisation that is not You or an Other Eligible Organisation that contributes to the research project.
- **Part-time** means for less than five full working days per week.
- **Participating Organisation** means You, Other Eligible Organisations, Other Organisations and Partner Organisations associated with the project.
- **Partner Investigator (PI)** means a person or persons named as a PI and who meets the eligibility criteria stated in the Grant Guidelines.
- **Partner Organisation** means an organisation which is not an Eligible Organisation, but is named as a contributor to the project.
- **Party** means You or the Commonwealth.

- **Personal Information** has the same meaning as in the *Privacy Act 1988*.
- **Personnel** means those persons involved in the conduct of the project.
- **PhD** is a qualification that meets the level 10 criteria of the Australian Qualifications Framework Second Edition January 2013.
- **Postdoctoral Research Associate (PDRA)** means a postdoctoral research associate funded by the Commonwealth through the Administering Organisation, who will be employed on the Project.
- **Postgraduate Researcher (PGR)** means a postgraduate research student funded by the Commonwealth through the Administering Organisation, who will undertake a HDR through the Project.
- **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 A5.2.
- **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 the 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.
- **Project End Date** means when the ARC funded project activity is completed and all ARC Grant funding is spent.
- **Project Leader** means the named participant from Your organisation who is the first named CI on an application.
- **Project Start Date** means the date on which the project commences research and Grant expenditure.
- **Records** includes documents, information and data stored by any means and all copies and extracts of the same.
- **Reporting Material** means all Material which You are required to provide to the Commonwealth for reporting purposes as specified in the Grant Details and includes any Existing Material that is incorporated in or supplied with the Reporting Material.
- **Research** is defined, for the purposes of this Agreement, as the creation of new knowledge and/or the use of existing knowledge in a new and creative way so as to generate new concepts, methodologies, inventions and understandings. This could include synthesis and analysis of previous research to the extent that it is new and creative.
- **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 a research project that meet the ARC definition of Research.
- **Responsible Officer** means the Vice-Chancellor or other corporate head of the Administering Organisation or an officer nominated by that person.
- **RMS** means the ARC's online Research Management System.
- **Special Condition** means a special condition specified in the Grant Offer which governs the use of the Grant provided by the ARC.

- **Specified Personnel** means the Chief Investigator(s), Partner Investigator(s), Future Fellow, Australian Laureate Fellow or DECRA Recipient 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 in RMS to agree to a change in the Grant Agreement.
- **Working With Children Check or WWWC** means the process in place pursuant to Relevant Legislation to screen an individual for fitness to work with Children.
- **You** means the Administering Organisation.