**MULTI-INSTITUTIONAL AGREEMENT**

**AUSTRALIAN RESEARCH COUNCIL (ARc)**

**LINKAGE INFRASTRUCTURE, EQUIPMENT AND FACILITIES GrantS (LIEF)**

**DETAILS**

|  |  |  |  |
| --- | --- | --- | --- |
| **ARC Project ID:** | **LE15** | **Funding Year** | **2015** |
| **Project:** |  | | |
| **PARTIES:** | | | |
| **Administering Organisation and its first named Chief Investigator:** | **The University of Melbourne** | **CI:** | |
| **Collaborating Organisation(s) and their first named Chief Investigator(s):** (add rows as required) | **Org:** | **CI:** | |
| **Org:** | **CI:** | |
| **Partrner Organisation(s) and their first named Chief Investigator(s)** | **Org:** | **PI:** | |
|  | **Org:** | **PI:** | |

**BACKGROUND**

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

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

**THE PARTIES AGREE:**

1. **DEFINITIONS** 
   1. In this agreement, unless otherwise defined, capitalised terms will have the same meaning as set out in the LIEF Funding Agreement or, as relevant, the Funding Rules.
   2. In this agreement:

**Agreement** means this agreement including any schedules or annexures and any amendment to it in writing.

**Commencement Date** means the last of the dates that the last of the Parties signs this Agreement.

**Completion Date** means six months after the full expenditure of the Funding.

**Confidential Information** means and includes any information contributed by a party (Disclosing Party) to another party (Receiving Party), that by its nature is confidential, is designated by a party as confidential, or the recipient knows or ought to know is confidential but does not include information which:

* + - 1. is or becomes public knowledge other than by breach of this agreement; or
      2. was properly in the possession of the Receiving Party in written form otherwise than by prior confidential disclosure from the Disclosing Party; or
      3. was properly available to the Receiving Party from a third party having no obligation of confidentiality to the Disclosing Party; or
      4. is demonstrated by the Receiving Party to be independently developed by an employee or agent of the Receiving Party having no knowledge of such information which is the subject of the disclosure.

**Funding** means the cash contributions to be made by the ARC and the Parties for the purposes of the Project.

**Infrastructure** means the equipment, infrastructure or facility which is purchased with and/or the subject matter of the Funding.

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

**LIEF Funding Agreement** means the funding agreement between the Commonwealth (as represented by the ARC) and the Administering Organisation regarding funding for the Project.

**Other IP** means any Intellectual Property developed by a party through any activity which requires the use of the Infrastructure and which is not Project IP.

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

**Project IP** means any Intellectual Property that has been developed, created or adaptedby a partyin relation to the technical improvement of the Infrastructure.

**Proposal** means the application submitted by the Administering Organisation to the ARC which describes the Project.

1. **CONDUCT OF THE PROJECT**
   1. The parties agree:
   2. that the management of the Project and the Funding under this Agreement will at all times be in accordance with the LIEF Funding Agreement and the Funding Rules 2015;
   3. that they have each received a copy of the Proposal and agree that the roles, contributions and program of research of each of the parties in relation to the Project are set out accurately in the Proposal and this Agreement;
   4. to each carry out their roles and contributions as set out in the Proposal and this Agreement;
   5. the Project shall commence by 30 June 2015, but no later than 30 September 2015, failing which the ARC may recover the ARC Funding for the Project; and
   6. that the Project will be conducted in accordance with the *Australian Code for the Conduct of Responsible Research*, having particular regard to the requirements for authorship as set out in Clauses 5.1 to 5.8 of that Code*.*
   7. The Collaborating Organisations and Partner Organisations agree to abide by the terms and conditions of the LIEF Funding Agreement and Funding Rules and to do all things reasonably required to enable the Administering Organisation to meet its obligations under that Agreement and Rules, including, without limitation, reporting and financial management of the Funding.
2. **PROJECT GRANT**
   1. The parties agree that, unless amended as recorded in Schedule A by agreement of the parties and, if applicable, with the prior approval of the ARC, all expenditure of the Funding will be in accordance with the Proposal and within the broad structure of the proposed project cost detailed in the Proposal.
   2. The Administering Organisation and each Collaborating Organisation and Partner Organisation will make contributions to the Project as detailed in the table at Schedule B. The cash contributions in the table at Schedule B must be paid to the Administering Organisation no later than 30 October of the Funding Year, but preferably by 31 March of the Funding Year.
   3. Subject to the ARC providing the Funding to the Administering Organisation, the Administering Organisation will transfer portions of the Funding to the Collaborating Organisations and Partner Organisations in the amounts set out in Schedule B.

3.4 Where the Administering Organisation is transferring some of the Funding to the Collaborating Organisation and/or the Partner Organisation, the Collaborating Organisation and/or Partner Organisation will, in respect of itself only:

* + - 1. submit a tax invoice to the Administering Organisation; and
      2. if requested, provide an annual financial acquittal to the Administering Organisation by 31 January of each year for the Funding transferred to it in the previous calendar year.
  1. The Administering Organisation will invoice, where applicable, the Collaborating Organisation and Partner Organisation in respect of their cash contributions set out in the table at Schedule B.

**NB:** Contact details for each Party are to be included in the execution block of this Agreement.

1. **OWNERSHIP, ACCESS, LOCATION & MANAGEMENT OF INFRASTRUCTURE**
   1. The parties agree that the ownership, location, terms of access and arrangements and costs of managing the Infrastructure which form part of the Project will be in accordance with the arrangements outlined in the Proposal unless varied, as further detailed in Schedule A.
2. **INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION**
   1. The parties agree that any Project IP will be owned by the parties that created it in accordance with the respective inventive contributions of the parties to the development of such Project IP.
   2. Each party who owns Project IP grants to each other party a non-exclusive, irrevocable, perpetual, royalty free licence to use the Project IP for the purpose of using the relevant Infrastructure and for non-commercial purposes.
   3. The parties agree that any Other IP will be owned by the party that created it and will be dealt with in accordance the intellectual property policies, regulations and procedures of that party, and in compliance with the National Principles of Intellectual Property Management for Publicly Funded Research.
   4. Each party acknowledges that all Confidential Information disclosed by one party to the other, whether existing prior to the commencement of the Project or created in the course of the Project, is confidential and shall be kept confidential and shall not be disclosed to any third party without the prior written consent of the Disclosing Party, such consent not to be unreasonably withheld.
   5. The parties each agree to ensure that their respective staff working on the Project promptly provide to the Administering Organisation written notice (within a reasonable time) of any Project IP that may have potential commercial value if and when such staff become aware of such Project IP.
   6. In relation to the commercialisation of Project IP, all parties will negotiate in good faith and using all best endeavours to agree the terms of any program of commercialisation so as to fairly share in any commercial return associated with the Project and the Project IP.
3. **Indemnity** 
   1. Each Collaborating Organisation and Partner Organisation (“the Indemnifying Party”) indemnifies the Administering Organisation from and against any loss or damage suffered or incurred by the Administering Organisation in connection with any breach of the LIEF Funding Agreement by the Administering Organisation, resulting directly from any negligent or unlawful act or omission or a breach by the Collaborating Organisation or Partner Organisation of this Agreement.
   2. An Indemnifying Party’s liability under clause 6.1 will be reduced proportionately to the extent that the Indemnified Party, its employees, agents, or contractors contributed to the loss, damage or expense.
   3. Nothing in this agreement will render a Party liable for any indirect or consequential loss or damage (including loss of income or profits) arising under or pursuant to this Agreement.
4. **Termination**
   1. A Party may terminate its involvement in the Project by giving ninety (90) days written notice to the other Parties.
   2. This Agreement may be immediately terminated by the Administering Organisation on written notice to the other Parties:
5. if the LIEF Funding Agreement is terminated for any reason; or
6. if a Partner Organisation or Collaborating Organisation is in breach of this Agreement and does not remedy that breach within thirty (30) days of that breach being notified to the Administering Organisation.
   1. Each Collaborating Organisation and Partner Organisation must return to the Administering Organisation all unused and uncommitted Funding, within twenty Business Days after the termination or expiration of this Agreement.
   2. Obligations contained in clauses 5, 6, 7.3, 8.2 and 8.6 shall survive termination of this Agreement.
7. **GENERAL**
   1. If the Administering Organisation receives a notice that a Collaborating Organisation or Partner Organisation wishes to withdraw its support for a Project or reasonably believes that a Collaborating Organisation or Partner Organisation is in default of its obligations under this agreement the Administering Organisation will immediately notify the ARC.
   2. If any dispute or difference arises in connection with this Agreement, then the parties shall negotiate in good faith using their best endeavours to resolve the dispute or difference. If the dispute or difference cannot be resolved in the first instance, the parties agree to refer the dispute to, as applicable, the Deputy Vice-Chancellors (Research) or Chief Executive Officers, or equivalent, or their nominees.
   3. This Agreement may be signed in any number of counterparts which together will constitute one agreement.
   4. If any clause or part thereof is held by a court to be invalid or unenforceable such clause or part thereof shall be deemed deleted from this Agreement and this Agreement shall otherwise remain in full force and effect.
   5. No addition to or modification of any provision of this Agreement shall be binding upon the parties unless by written instruction signed by each of the parties.
   6. This Agreement shall be governed by and construed in accordance with the laws for the time being in force in the Australian State or Territory of the Administering Organisation and the parties agree to submit to the jurisdiction of the courts of that State or Territory.
   7. Any notice or other communication under this Agreement shall be given in writing and delivered by hand, sent by pre-paid post or facsimile transmission to the authorised signatory of a party.
8. **SPECIAL CONDITIONS**

Any special conditions relating to the Project as set out in the Minister’s Letter of Award are provided in Schedule C of this Agreement.

**The Project is approved and this Multi-Institutional Agreement is agreed to by the following parties:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Organisation** | **Name & Signature of Authorised Signatory (DVCR, CEO or authorised delegate of the Organisation)** | **Date** | **Contact Details** |
| **The University of Melbourne** | Dr David Cookson Executive Director, Research |  | The University of Melbourne  Lvl 5, Alan Gilbert Building  CARLTON VIC  Fx: 03 9347 6739 |
|  |  |  | to be added |
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As the named first named Chief Investigator of my organisation, I confirm that I have read and understood the contents of this Agreement and accept the obligations contained in the terms and conditions herein:

|  |  |  |  |
| --- | --- | --- | --- |
| **Organisation** | **Name & Signature of Chief Investigator or Partner Investigator** | **Date** | **Contact Details** |
| **The University of Melbourne** |  |  |  |
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**Schedule A**

***(Clause 4.1)***

***(Detail here the ownership, location, terms and conditions of access, management details and arrangements and costs of managing the Infrastructure, if such matters have been varied from the Proposal.***

***(Details to be provided here if the Proposal was unclear or not specified)***

1. A Management Committee comprising a representative from each party will meet regularly to discuss issues pertaining to the performance of the Infrastructure, ensuring there is equitable access to each instrument which is part of the Infrastructure. The Management Committee will work to ensure the achievement, to the extent reasonable and practicable, of the objectives of the successful LIEF Proposal. These arrangements will seek to ensure equitable access/time-sharing/and location of facilities and/or equipment for all contributing organisations named on the application taking into consideration, inter alia, the relative contributions of the contributing organisations to the Project and the original submission.
2. Ownership of each item of equipment comprising the Infrastructure will reside with the institution purchasing the item of equipment and be listed on that institution’s asset register (provide details if different) as per Schedule B.
3. No additional funding beyond what is outlined in Schedule B will be made available to a party by the ARC or any other party to purchase the Infrastructure.
4. Each instrument which is part of the Infrastructure will be managed and maintained by researchers and/ or technicians with relevant expertise.
5. Maintenance costs of each piece of equipment will be the responsibility of the party which purchased the equipment.
6. The equipment may only be used by persons approved by the Management Committee with appropriate training in the use of the equipment/ facility;
7. Each party must take all reasonable measures to ensure that its officers, employees, contractors or students using premises or facilities for the purpose of this Agreement:
   1. are acquainted with all applicable policies and procedures on safety, and
   2. comply with all directions of the relevant institution relating to occupational health and safety.
8. The cost of usage of the Infrastructure will be agreed before its use.
9. The Management Committee will set out the process for gaining access to and use of the Infrastructure.

**Schedule B**

***(Clause 3.2)***

***Table detailing contributions by all parties***

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  | **DETAILS OF NON-ARC FUNDING DISTRIBUTION** | | | |  |  |  |  |
| **Organisation Name** | **ARC funding to be distributed as follows:** | **Total Non-ARC Cash contribution contributed by each organisation** | **Non-ARC Cash paid to Administering Org’n by Collab. / Partner Org’n** | **Non ARC-cash distributed to Collab/Partner Org** | **Final distribution of non-ARC cash** | **Named organisation in-kind contribution** | **Equipment to be purchased and located at named organisation** | **Capital cost of equipment (= ARC funding to org (B) plus non-ARC funds retained (F)** |  |
|  |  |
| **University of Melbourne** |  |  | n/a | n/a |  |  |  |  |  |
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| **TOTALS** |  |  |  |  |  |  |  |  |  |
| Column A | Column B | Column C | Column D | Column E | Column F | Column G | Column H | Column I |  |
| **Notes:** | | | | | | | |  |  |
| **Column I** (total cost of all pieces of equipment as listed) must equal Columns B+C totals (total ARC and Non-ARC funding) | | | | | | | | | |
| **Column F** (final distribution of non-ARC cash) must equal Column C (total non-ARC cash) | | | | | | | | | |
| **Use columns D-H** to detail which organisations will procure the equipment and what funding they will access for equipment purchase. Note that if a collaborating institution intends to retain its own funds to enable purchase of equipment located at their university, ARC approval will need to be sought. This will be done after sign-off of the MIA by the Administering Organisation, using the MIA as supporting documentation. | | | | | | | | |  |

**Schedule C**

***(Clause 9)***

***(Detail here any special conditions relating to the Project and/ or attach Letter of Award)***