*[This is a sample letter agreement that The University of Melbourne uses as a starting point for negotiations with its international partners who do not receive ARC Grant funds as part of the Discovery Program. This sample represents a starting point only, and often negotiation is required in order to secure the international partner’s agreement in time to meet ARC deadlines. This template is not mandatory and does not represent a standard practice. Before using the sample letter agreement, ARMS members should make their own independent assessment as to whether the terms of the sample letter agreement are suitable to protect the members’ own interests and the circumstances of the relevant Project. The University of Melbourne does not make any representation that the sample letter agreement will be fit for use in any given circumstance.]*

[Date]

[Contact Name]

[Institute Name]

[Address]

Dear [Contact Name]

**Re:** **Australian Research Council (Australia) Grant**

**Discovery Project Grant # [Grant ID]**

**1st named Chief Investigator: [Title and Name]**

**Proposal Title: [Title]**

The University of Melbourne (the **University**) has been successful in obtaining the ARC Discovery Project Grant for the above-named Project which involves [insert name of Chief Investigator].

In order to receive the Discovery Project Grant, the University entered into a Grant Agreement with the ARC.

Under the ARC Grant Agreement, the University is required to agree in writing with [insert name of Participating Organisation] certain matters before any research activity involving it and [insert name of Chief Investigator] commences. To this end, we ask that you read the terms and conditions on the following page, and indicate [insert name of Participating Organisation]’s acceptance of those terms by having a duly authorised representative of [insert name of Participating Organisation] sign where provided for below and return a signed and dated copy of this letter to us as soon as possible.

We look forward to the collaboration between our two organisations.

Yours sincerely,

**Signed for and on behalf of The University of Melbourne**

**David Robson**

Director, Major Initiatives, Contracts & Grants
Research Innovation and Commercialisation

**Signed by [insert signatory name] who by signing this confirmation warrants that they are authorised to provide the confirmation described above on behalf** of [insert name of Participating Organisation]:

………………………………………………………… ………………………………………………….

[Insert Signatory name and position] Date

**Australian Research Council (Australia) Funding Schemes**

**ARC Discovery Project Grant # [Grant ID]**

**1st named Chief Investigator: [Title and Name]**

**Project Title: [insert project title]**

[Participating Organisation Name]

1. confirms and warrants that it:
	1. is not incorporated or established in Australia;
	2. will not receive any ARC grant payments which form part of the ARC Discovery Project Grant for the Project.
2. As part of the Project, the [Participating Organisation Name] will:
	1. [insert description of research activities to be undertaken by Participating Organisation including any agreed timeframes/milestones for such activities e.g. consult and collaborate with the University in relation to the research activities described in the Application (as amended from time to time), and perform the responsibilities agreed between the parties in writing from time to time] (***Research Activities***);
	2. make available [insert name of Partner Investigator] and such other of [Participating Organisation Name]’s personnel as are specified in the Application (or are otherwise approved by the ARC) to undertake the Research Activities, and provide such resources as are necessary to enable such personnel to undertake the Research Activities;
	3. comply at all times with (i) all relevant research policies, standards and guidelines of [Participating Organisation name] regarding the conduct of the Research Activities and (ii) any applicable local laws in each place where the Research Activities under its control are conducted;
	4. cooperate with the University as reasonably required to enable the University to notify the ARC of research integrity matters in accordance with the *ARC Research Integrity Policy* (<https://www.arc.gov.au/policies-strategies/strategy/arc-research-integrity-and-research-misconduct-policy>) and to investigate and manage breaches of the *Australian Code for the Responsible Conduct of Research (*2018) (<https://www.nhmrc.gov.au/about-us/publications/australian-code-responsible-conduct-research-2018>), as amended from time to time); and
	5. provide such other assistance as may be reasonably requested by the University from time to time to enable the University to comply with the ARC Grant Agreement, and not impede or prevent the University from complying with any of its obligations under the ARC Grant Agreement.
3. [Participating Organisation Name] acknowledges and agrees that:
	1. the Project (including the Research Activities) must commence no later than 31 December 2023, or such other date as may be approved by the ARC; and
	2. the contributions to the Project and research to be undertaken by any other organisations involved on the Project will be as outlined in the Application.
4. For the purposes of maximising the return of benefits to Australia and to enable the University to comply with its obligations under the ARC Grant Agreement and its agreements with other organisations involved in the Project, the University will own all Project IP and may use such Project IP in its complete discretion, and [Participating Organisation Name] hereby assigns all its rights in such Project IP upon creation to the University, which assignment the University accepts.
5. The University grants to [Participating Organisation Name] a non-exclusive, non-transferrable, perpetual, royalty free, worldwide licence to use the Project IP for non-commercial research, education and training purposes (subject to clauses 7 and 8).
6. The Parties agree that the ownership of Background IP is not affected by this agreement and that all Background IP remains the property of the Party that makes it available for the purpose of carrying out the Project. Each Party grants to each other a royalty-free, non-exclusive, non-transferable licence to use its Background IP to the extent necessary to carry out the Project but for no other purpose. In the event that any Background IP of the [Participating Organisation Name] is required in relation to commercialisation of the Project IP, the [Participating Organisation Name] will negotiate in good faith with the University and use all best endeavours to agree to terms relating to use of its Background IP for this purpose.
7. Each Party acknowledges that all Confidential Information disclosed by a Disclosing 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 by the Receiving Party to any third party without the prior written consent of the Disclosing Party, except where disclosure is required by law or under the ARC Grant Agreement, such consent not to be unreasonably withheld or delayed. For the avoidance of doubt, each Party may disclose Confidential Information received by it under this Agreement to its officers, employees and students who have a need to know such Confidential Information for the purposes of the Project provided that such officers, employees and Students agree to treat such Confidential Information in accordance with this clause 7. For the avoidance of doubt, nothing in this Agreement will inhibit the right of a student to have their thesis examined and a copy of their thesis lodged in the University’s library (including a digital copy).
8. [Participating Organisation Name] may only issue publications or communications regarding the Project as agreed in writing between [Participating Organisation Name] and the University.
9. The Participating Organisation must disclose to the University any actual or potential Conflict of Interest that has 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. The Participating Organisation must comply with, and assist the University to comply with, clause 31 of the ARC Grant Agreement with respect to the protection of personal information as defined in the *Privacy Act 1988* (Cth).
11. [Participating Organisation Name] undertakes the Research Activities and participates in the Project at its own risk and is responsible for maintaining its own insurance in respect of all such risk.
12. In this Agreement capitalised terms will have the same meaning as set out in the ARC Grant Agreement, unless otherwise defined in this agreement:

**ARC Grant Agreement** means the agreement between the Commonwealth (as represented by the ARC) and the University regarding funding for Discovery Projects to commence in *the first Grant year*. A copy of the standard ARC Grant Agreement will be provided as a separate document.

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

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

1. is or becomes public knowledge other than by breach of this agreement;
2. was properly in the possession of the Receiving Party in written form otherwise than by prior confidential disclosure from the Disclosing Party;
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.

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

**Project IP** means any Intellectual Property that is created or arises as a direct result of the conducting the Research Activities in accordance with this Agreement, other than copyright in any student thesis or work submitted for a higher degree.