**MULTI-INSTITUTIONAL AGREEMENT (MIA)**

**AUSTRALIAN RESEARCH COUNCIL (ARc)**

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

**DETAILS**

|  |  |  |  |
| --- | --- | --- | --- |
| **ARC Project ID:** | **LE** | **First Funds Year** | **2023** |
| **Approved Project Title:** |  | | |
| **Project Start Date** | [The LIEF grant agreement will show a specific date by which the project must start. This date is 12 months after the scheme-specific Grant Commencement Date. All scheme dates are listed in the Grant Calendar available on the ARC website. Eg, in accordance with clause B2.1.1, for 2023, the Project Start Date must be before 31 December 2023] | | |
| **Administering Organisation and its first named Chief Investigator:** | **Org: [Name and ABN]** | CI: | |
| **Other Eligible Organisation(s), Other Organisation(s) and/or Partner Organisation(s)**  (collectively the Participating Organisation(s)) **and their first named Chief Investigator(s) or Partner Investigators:** (add rows as required | **Org: [Name and ABN]** | CI/PI name:  Email address: | |
| **Org: [Name and ABN]** | CI/PI name:  Email address: | |
| **Org: [Name and ABN]** | CI/PI name:  Email address: | |
| **Org: [Name and ABN]** | CI/PI name:  Email address: | |
| **Org: [Name and ABN]** | CI/PI name:  Email address: | |

**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 Participating Organisations have together successfully applied for the ARC LIEF grant described in the Details section above.

B. The ARC requires that an Administering Organisation must not allow a Project to commence nor Grant Funds to be expended, until it has entered into a written agreement in respect of the Project with each Participating Organisation in accordance with the Grant Agreement and the Grant Guidelines.

C The parties have agreed to undertake, manage and perform the Project in accordance with the Grant Agreement and on the terms of this agreement.

**THE PARTIES AGREE:**

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

**Application** means the request for Grant Funds submitted by the Administering Organisation to the ARC under the ARC Linkage Projects Scheme which describes the Project and is attached in Annexure 2.

**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 and includes Intellectual Property in Existing Material.

**Cash Contribution** means the cash from a Party for the Project which is transferred to and managed by the Administering Organisation.

**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 otherwise than by prior confidential disclosure from the Disclosing Party; or
      3. was properly available to the Receiving Party having received it 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.

**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](http://www.arc.gov.au/arc-conflict-interest-and-confidentiality-policy) is available on the ARC website at [www.arc.gov.au](http://www.arc.gov.au).

**Existing Material** means all Material in existence prior to the date of this Agreement or otherwise created independently of the Project, including Intellectual Property rights in it, made available by a Party for the conduct of the Project.

**Grant or Grant Funds** means the cash contributions to be made by the ARC pursuant to the Grant Agreement for the purposes of the Project.

**Grant Agreement** means Linkage Program Grant Agreement between the Commonwealth (as represented by the ARC) and the Administering Organisation regarding funding for LIEF Projects to commence in the First Funding Year.

**Grant Offer** means the details listed in the ARC’s RMS under ‘Grant Offers’ showing the project details and grant amount and attached at Annexure 1.

**Grant Guidelines** means the *Grant Guidelines for the Linkage Program: LIEF (2022 edition)*.

**Intellectual Property** means all copyright and neighbouring rights, all rights in relation to inventions (including patent rights), patents, plant varieties, registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know-how and circuit layouts), and all other rights resulting from intellectual activity in the industrial, in the industrial, scientific, literary or artistic fields (other than moral rights under the Copyright Act 1968).

**Material** includes documents, equipment, software (including source code and object code versions), goods, information, samples and data stored by any means including all copies and extracts of them.

**Participating Organisation(s)** means each of the Other Eligible Organisation(s), Other Organisation(s), and Partner Organisation(s).

**Party** means a party to this agreement and **Parties** means all the parties to this agreement.

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

**Project Intellectual Property** means any Intellectual Property created or arising from the conduct of the Project but excluding copyright in a student’s thesis or work submitted for a higher degree.

**Project Start Date** means the start date of the Project specified in the Details.

**Research Infrastructure** means assets, facilities, services, and coordinated access to major national and/or international research facilities or consortia which directly support research in higher education organisations more broadly and which maintain the capacity of researchers to undertake excellent research and deliver innovative outcomes.

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

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

**Successor Document** means documents that consolidate, amend, re-enact or replace documents or *statutes, ordinances, codes, guidelines or other laws* that are current, subsisting or inforce at the time of execution of this agreement.

1. **ETHICS CLEARANCES**
   1. The Parties agree that before the Project Start Date they will ensure that an ethics plan is in place which describes the appropriate ethical clearances from the relevant committees and/or authorities referred to in the Grant Agreement or prescribed by the Parties’ research rules.
   2. The Parties will ensure that appropriate clearances will be in place before parts of the Project that require ethical clearances commence.
   3. The Parties will retain the plan and make it available to the ARC if requested.
2. **DATA MANAGEMENT PLAN**
   1. The Parties agree that before the Project Start Date they will ensure that a data management plan is in place in accordance with the Grant Agreement.
   2. The data management plan must be consistent with relevant requirements contained in the Australian Code for the Responsible Conduct of Research (2018), as amended from time to time and accompanying Management of Data and Information Research guide.
   3. The data management plan must be compatible with disciplinary standards and describe how participants will manage the long-term preservation of data arising from the Project(s), including but not limited to storage, access and reuse arrangements where possible.
   4. Where possible, data arising from the Project will be deposited in an appropriate publicly accessible discipline and/or institutional repository.
   5. The Parties will retain the data management plan and make it available to the ARC if requested.
3. **CONDUCT OF THE PROJECT**
   1. The Parties agree:
      1. that the conduct and management of the Project and the Grant funds must at all times be in accordance with the Grant Agreement and Grant Guidelines;
      2. that they have each received a copy of the Application 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 Application and this agreement;
      3. to each carry out their roles and provide their Cash Contributions and In-Kind Contributions as set out in the Application and this agreement;
      4. to put in place a risk management plan as required under clause A2.1.2(b) of the Grant Agreement. This plan should detail risks that have been taken into consideration for the Project, including the potential impacts of COVID-19, and how they will be addressed;
      5. that the Project must conform to the principles outlined in the following and their Successor Documents (where applicable):
4. NHMRC/ARC/UA *Australian Code for the Responsible Conduct of Research (2018), as amended from time to time*;
5. as applicable, the NHMRC/ARC/UA *National Statement on Ethical Conduct in Human Research (2007, updated 2018)*;
6. NHMRC *Values and Ethics – Guidelines for Ethical conduct in Aboriginal and Torres Strait Islander Health Research (2003)*;
7. *AIATSIS Code of Ethics for Aboriginal and Torres Strait Islander Research (2020);*
8. Australia Council for the Arts *Indigenous Cultural Protocols for using First Nations Cultural and Intellectual Property in the Arts (2019)*;
9. the *Australian Code for the care and use of animals for scientific purposes (2013)* endorsed by the NHMRC, the ARC, the Commonwealth Scientific and Industrial Research Organisation and Universities Australia; and

if there is any conflict between a Successor Document and its predecessor, then the Successor Document prevails to the extent of any inconsistency.

* 1. All Parties shall at all times comply with the requirements of all applicable laws including:

1. the *Age Discrimination Act 2004 (Cth), Disability Discrimination Act 1992 (Cth), Sex Discrimination Act 1984* and the *Racial Discrimination Act 1975(Cth), Workplace Gender Equality Act 2012* (Cth); and
2. at all times maintain all necessary licences and consents, and comply with all applicable laws, statutes, regulations and codes relating to anti-bribery, improper payments and modern slavery including the *Criminal Code Act 1995 (Cth) and the Modern Slavery Act 2018 (Cth)*. For the avoidance of doubt, each Participating Organisation and its subcontractors are required to comply with applicable anti-bribery, improper payments and modern slavery laws.
   1. The Administering Organisation and each Participating Organisation acknowledges and agrees that they are each responsible for notification of research integrity matters in accordance with the *ARC Research Integrity Policy,* and that they are required to comply with the provisions of NHMRC/ARC/UA *Australian Code for the Responsible Conduct of Research (2018) (as amended from time to time)* (the “Code”) in respect of the investigation and management of breaches of the Code.
   2. The Participating Organisations agree not to do or omit to do anything that may:
      1. cause the Administering Organisation to be in breach of the Administering Organisation’s obligations under the Grant Agreement and Grant Guidelines; or
      2. impede or prevent the Administering Organisation from complying with any of its obligations under the Grant Agreement.
   3. Each Participating Organisation agrees to abide by the terms and conditions of the Grant Agreement and Grant Guidelines, to the extent that such terms and conditions are applicable to the Participating Organisation’s involvement in the Project, and to do all things reasonably required to enable the Administering Organisation to meet its obligations under the Grant Agreement and the Grant Guidelines, including, without limitation:
      1. reporting and financial management of the Grant, Cash Contributions and In-kind Contributions; and
      2. compliance with:
         1. the *ARC Open Access Policy* to satisfy the requirements of clause A6.4 of the Grant Agreement;
         2. the *ARC Research Integrity Policy* to satisfy the requirements of clause 28 of the Grant Agreement;
         3. the “Research Special Conditions” set out in clause 23 of the Grant Agreement;
         4. clause 31 of the Grant Agreement with respect to the protection of personal information (as defined in the *Privacy Act 1988 (Cth));*
         5. clause 19 of the Grant Agreement in relation to access to premises and Material;
         6. clause 20 of the Grant Agreement in relation to monitoring the expenditure of Grant funds;
         7. clause 22 of the Grant Agreement in relation to ensuring personnel have relevant qualifications, licences, permits, approvals or skills;
         8. clause 27 of the Grant Agreement in relation to compliance with legislation and policies; and
         9. clause 30 of the Grant Agreement in relation to accuracy of information.
3. **PROJECT GRANT**
   1. The Parties agree that, unless amended as recorded in Schedule 2 by agreement of the Parties and, if applicable, with the prior approval of the ARC, all expenditure of the Grant, and Cash Contributions must be in accordance with the Grant Guidelines, Grant Agreement, Grant Offer and Application and within the broad structure of the proposed project cost detailed in the Application.
   2. The Administering Organisation and each Participating Organisation must make contributions to the Project as detailed in the table at Schedule 2. The Cash Contributions in the table at Schedule 2 must be paid to the Administering Organisation no later than 30 October of the First Funding Year, but preferably by 31 March of the First Funding Year.
   3. Subject to the ARC providing the Grant Funds to the Administering Organisation, the Administering Organisation must transfer portions of the Grant Funds to the Participating Organisations in the amounts set out in Schedule 2.
   4. Where the Administering Organisation is transferring portions of the Grant Funds to eligible Participating Organisation(s), each Participating Organisation must, in respect of itself only:
      1. submit relevant tax invoice(s) to the Administering Organisation;
      2. provide an annual financial acquittal to the Administering Organisation by 28 February (or such other date as may be reasonably requested by the Administering Organisation) of each year for the Funds transferred to it in the previous calendar year; and
      3. when a researcher named on the Application leaves the employment of his/ her Participating Organisation through his/her transfer to another university or otherwise, and the involvement of the host Participating Organisation in the Project also ceases, that host Participating Organisation will inform the Administering Organisation as soon as reasonably practicable and must provide a financial acquittal to the Administering Organisation within 30 days of request, if requested to do so by the Administering Organisation.
   5. The contact details for invoices at the Administering Organisation and invoices and acquittals for any relevant Participating Organisation(s) are provided at Schedule 1.
   6. All amounts referred to in this agreement are expressed exclusive of GST unless otherwise stated. For the purpose of this agreement “GST” means a goods and services tax imposed on the supply of goods and services (including intellectual property) under A New Tax System (Goods and Services Tax) Act 1999 (Cth). The Administering Organisation must, on issue of a complying tax invoice, pay the relevant Participating Organisation(s) an amount equal to the GST liability payable by that Participating Organisation(s).
   7. The Administering Organisation must invoice, where applicable, the Participating Organisation(s) in respect of their Cash Contributions set out in the table at Schedule 2.
   8. Where the Commonwealth has issued a notice under clause 30 (Accuracy of Information), 35 (Reduction, suspension and termination) or 36 (Cancellation or reduction for convenience) of the Grant Agreement to the Administering Organisation, a Participating Organisation must repay to the Administering Organisation any Grant Funds paid to it that was unspent or not spent in accordance with the Grant Agreement as required by that notice.
   9. If the Commonwealth suspends and/or reduces the scope of the Grant Agreement, the Project or the Grant, the Administering Organisation will notify the Participating Organisations in writing and the Parties agree that this Agreement will be similarly suspended, reduced or alternatively the Parties will agree on a new funding distribution.
4. **OWNERSHIP, ACCESS, LOCATION & MANAGEMENT OF RESEARCH INFRASTRUCTURE**
   1. The Parties agree that the ownership, location, terms and conditions of access (for Specified Personnel and users associated and not associated with the Project) and arrangements, and costs of managing the Research Infrastructure which form part of the Project must be in accordance with clause 21 of the Grant Agreement and the arrangements outlined in the Application unless otherwise agreed, as further detailed in Schedules 2 and 3.
   2. [If Project involves international facilities, consider adding additional description and arrangements here – consult your Research Services and/or Legal areas.]
5. **INTELLECTUAL PROPERTY, MATERIAL AND CONFIDENTIAL INFORMATION**

**Background Intellectual Property**

* 1. The Parties agree that the ownership of Background Intellectual Property is not affected by this agreement and that all Background Intellectual Property remains the property of the Party that makes it available for the purpose of carrying out the Project.
  2. Each Party grants to each other Party a royalty-free, non-exclusive, non-transferable, sub licensable licence to use its Background Intellectual Property to the extent necessary to carry out the Project but for no other purpose.
  3. No representations or warranties are made or given in relation to Background Intellectual Property, however each Party making available Background Intellectual Property acknowledges that to the best of its knowledge, without the need to make additional enquiries, conduct searches or seek a legal opinion, such Background Intellectual Property when used in accordance with this agreement will not infringe any third party Intellectual Property rights.

**Project Intellectual Property**

[If Project IP is intended to be commercialised please consult the commercialisation area of your University and consider amendments to this clause.]

* 1. A Party must notify and give access to the other Parties of any Project Intellectual Property it develops or creates in performing the Project. The Parties agree that all rights, title and interest in the Project Intellectual Property (except for copyright in any student thesis) is owned solely by the Party, which solely develops or creates it, or jointly by the Parties that created it or contributed to its development or creation and, in the case of jointly owned Project Intellectual Property, the relevant Parties own the Project Intellectual Property as tenants in common in shares proportionate to their respective intellectual contributions to the development or creation of that Intellectual Property.
  2. Each Party who owns Project Intellectual Property grants to each other Party a non-exclusive, non-transferable, irrevocable, perpetual, royalty free, sub licensable licence to use the Project Intellectual Property for the purpose of the Project.
  3. Having regard to any requirements to protect potentially commercially valuable Project Intellectual Property and subject to any restrictions advised by the owners of such Project Intellectual Property, each Party grants to each other Party a non-exclusive, non-transferable, irrevocable, perpetual, royalty free licence to use the Project Intellectual Property they own for:
     1. research, teaching, education and training purposes; and
     2. publication purposes,

but not for commercialisation.

* 1. Each Participating Organisation acknowledges that the Administering Organisation may enter into separate agreements with other parties named in the Application for the purposes of the Project, and consents to the extension of the licences granted in clauses 7.2, 7.5 and 7.6 to those Participating Organisations.
  2. The administration and management of the Project Intellectual Property must comply with the *National Principles of Intellectual Property Management for Publicly Funded Research* and/or any Successor Document. All Participating Organisations acknowledge and agree that they are familiar with the current intellectual property landscape for the Application.
  3. Each Participating Organisation agrees and provides assurance that upon any sale, closing down, dissolution and/or liquidation of a Participating Organisation during the term of the Grant Agreement, the ownership of Intellectual Property will be renegotiated by the Administering Organisation and the Participating Organisations.

**Commercialisation**

[Please consult the commercialisation area of your University if commercialisation is key to the Project - amendments may be required to this clause.]

* 1. All Parties are committed to appropriate recognition of contributions to invention and exploitation of Intellectual Property for the benefit of the Australian community.
  2. The Parties each agree to ensure that their respective staff working on the Project promptly provide to the Administering Organisation written notice (within a reasonable time) of any Project Intellectual Property that may have potential commercial value if and when such staff become aware of such Project Intellectual Property. The Parties who own Project Intellectual Property (as determined in accordance with clause 7.4) may decide jointly what, if any, measures should be taken to protect the identified Project Intellectual Property.
  3. In relation to the commercialisation of Project Intellectual Property, the Parties who own Project Intellectual Property (as determined in accordance with clause 7.4) must negotiate in good faith and using all best endeavours to agree the terms of any program of commercialisation so as to fairly share in any commercial return associated with the Project and the Project Intellectual Property. The relevant Parties must enter into an agreement prior to the exploitation of the Project Intellectual Property that includes an agreed share of any net commercialisation revenues (such share to be negotiated in good faith).

**Licence to the Commonwealth**

* 1. Each Participating Organisation acknowledges and agrees that:
     1. to the extent required for the Administering Organisation to comply with clause 18.2 of the Grant Agreement only, each Participating Organisation grants to the Administering Organisation a permanent, irrevocable, royalty free, non-exclusive licence to allow the Commonwealth to use and reproduce that Participating Organisation’s information contained in the Application or a report and to publish it on a non-profit basis for any purpose as described in clause 18.2 of the Grant Agreement;
     2. for the purposes of clause 18.3 of the Grant Agreement, if the Participating Organisation has included information belonging to a third party in the Application or report they must ensure that the third party provides all necessary consents sufficient to allow the ARC to deal with the information or any report in accordance with the Grant Agreement.

**Material**

* 1. For any Material produced under this Agreement, each Participating Organisation must ensure that all Specified Personnel:

(a) take reasonable care of, and safely store, any data, 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.

**Confidential Information**

* 1. Each Party acknowledges that all Confidential Information disclosed by one Party to the another Party, 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 other Party or any third party without the prior written consent of the Disclosing Party (such consent not to be unreasonably withheld or delayed), except where disclosure is:
     1. required by law;
     2. of information in the public domain other than due to a breach of this clause;
     3. pursuant to the terms of the Grant Agreement; or
     4. required for the purposes of the Project.

The disclosing Party must ensure that any disclosure to a third party is on equivalent terms as to confidentiality as those contained within this clause.

* 1. Notwithstanding clause 7.15, the Administering Organisation may disclose Confidential Information to the ARC, including the terms of this agreement, if required by the ARC under the terms of the Grant Agreement and each Collaborating Organisation acknowledges and agrees that the ARC may use and disclose the Confidential Information in accordance with clause 32 of the Grant Agreement.
  2. If the Project involves research relating to the social sciences, each Participating Organisation consents to the Administering Organisation lodging with the Australian Data Archive or another equivalent repository, any digital data arising from the Project for secondary use by other investigators in accordance with clause 23.6 of the Grant Agreement.

1. **PUBLICATIONS**
   1. Subject to clauses 7.15 and 8.2 each Participating Organisation agrees to provide the Administering Organisation with any publications resulting from the Project.
   2. The publishing Party will provide a copy of the proposed publication to each other Party at least 30 days in advance of submitting for publication. The other Parties may provide comments and/or reasonable amendments to the publication to protect their Confidential Information and/or Intellectual Property, including requesting removal or delay to the inclusion of information which may pre-empt the publication of their Project Intellectual Property, provided this is not jointly owned with the publishing Party. Any such comments and/or amendments must be given to the publishing Party in writing no later than 15 days before the publication is proposed to be submitted. If no such comments or amendments are provided within the 15-day period, the publishing Party can submit the proposed publication, subject to any applicable requirements under the Grant Agreement. Where a Party requests that the proposed publication be amended in accordance with this clause 8.2, the publishing Party will use all reasonable efforts to amend the proposed publication accordingly and, if requested, delay submission of the publication for a period not exceeding 6 months to allow appropriate registration of any registrable Intellectual Property.
   3. Each Party agrees that all publications, acknowledgments and publicity must be in accordance with the requirements of clause 7 (Acknowledgements) of the Grant Agreement.
2. **CONFLICT OF INTEREST**
   1. Each Participating Organisation and their Specified Personnel:
      1. must disclose to the Administering Organisation and the other Parties any actual or potential Conflict of Interest which have the potential to influence, or appear to influence, the research and activities of the Project, publication and media reports, or requests for funds related to the Project;
      2. must cooperate with the Administering Organisation to manage the actual or potential Conflict of Interest for the duration of the Project, in compliance with the *Australian Code for the Responsible Conduct of Research*, the *ARC Conflict of Interest and Confidential Policy (2020)* and any relevant Successor Document;
      3. agrees that the Administering Organisation must, under clause 10 of the Grant Agreement, notify the ARC of the outcome of any investigation into potential breaches of the *Australian Code for the Responsible Conduct of Research* and the full disclosure and relevant information relating to any actual, perceived or potential conflict of interest or if there is any material change to a previously disclosed conflict of interest and take any steps the ARC reasonably requires to resolve or otherwise deal with that conflict. The affected Participating Organisation must provide the Administering Organisation with all necessary details and consents to the Administering Organisation disclosing such details to the ARC in order to comply with its notification obligations;
      4. agrees that a failure to disclose a breach of the *Australian Code for the Responsible Conduct of Research* in relation to a Conflict of Interest may result in the ARC doing any of the things as set out in clause 35 of the Grant Agreement (Reduction, suspension and termination).
3. **CHILD SAFETY**
   1. Each Participating Organisation and their Specified Personnel must comply with clause 24 of the Grant Agreement, including:
      1. 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;
      2. 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;
      3. in relation to the Activity:
         1. implementing the National Principles for Child Safe Organisations;
         2. ensure that all Child-Related Personnel implement the National Principles for Child Safe Organisations;
         3. co-operate with and assist the Administering to 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;
         4. co-operate with and assist the Administering to 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;
         5. provide training and establish a compliance regime to ensure that all Child-Related Personnel are aware of, and comply with:
4. the National Principles for Child Safe Organisations;
5. the risk management strategy required by clause 24 of the Grant Agreement;
6. relevant legislation relating to requirements for working with Children, including Working With Children Checks;
7. relevant legislation relating to mandatory reporting of suspected child abuse or neglect, however described; and
8. co-operate with and assist the Administering to provide the ARC with an annual statement of compliance with clauses 24.1 and 24.2 of the Grant Agreement, in such form as may be specified by the Commonwealth.
   * 1. notifying the Administering Organisation of any failure to comply with this clause (which will be reported to the ARC under clause 24 of the Grant Agreement);
     2. 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.
9. **FRAUD**
   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.
   2. Each Participating Organisation must ensure its personnel and subcontractors do not engage in any Fraud in relation to the Activity.
   3. If a Participating Organisation becomes aware of:
      1. any Fraud in relation to the performance of the Activity; or
      2. any other Fraud that has had or may have an effect on the performance of the Activity;

then the Participating Organisation must within five business days report the matter to the Administering Organisation (who will report the matter to the ARC and all appropriate law enforcement and regulatory agencies in accordance with clause 25 of the Grant Agreement).

* 1. Each Participating Organisation agrees to co-operate and provide all reasonable assistance (at its own cost) to the Administering Organisation to investigate any Fraud referred to in this clause in accordance with the Australian Government Investigations Standards available at www.ag.gov.au.
  2. The Commonwealth may, at its discretion, investigate any Fraud in relation to the Activity. Each Participating Organisation agrees to co-operate and provide all reasonable assistance at its own cost with any such investigation.
  3. The Participating Organisations acknowledge that the ARC may immediately terminate the Grant Agreement in writing by notifying the Administering Organisation if it reasonably considers there is Fraud, misleading or deceptive conduct on the Administering Organisation’s part, the Project or other Specified Personnel, Personnel or any other Participating Organisation in connection with any or all Projects.

1. **TERM AND TERMINATION OF AGREEMENT**
   1. This agreement commences on the date that this agreement is fully executed, which must be on or before the Project Start Date, and will end on the date on which all obligations under the Grant Agreement have been fulfilled unless otherwise terminated in accordance with this agreement.
   2. The Administering Organisation may (subject at all times to any statutory bar), terminate this agreement if the ARC ceases to provide Grant funds for the Project or terminates the Grant Agreement pursuant to clauses 35, 36 or 37 of the Grant Agreement, in which case the Administering Organisation will promptly notify the Participating Organisations.
   3. The Administering Organisation may (subject at all times to any statutory), terminate a Participating Organisation’s involvement in the agreement if:
      1. that Participating Organisation breaches a material term of this agreement and such breach is not rectified within 30 days of receiving notice of the breach by the Administering Organisation to the Participating Organisation;
      2. there is any change in the direct or indirect beneficial ownership or control of that Participating Organisation;
      3. that Participating Organisation disposes of the whole or any part of its assets, operations of business other than in the ordinary course of business;
      4. that Participating Organisation ceases to carry on business;
      5. that Participating Organisation ceases to be able to pay its debts as they become due;
      6. proceedings are initiated with a view to obtaining an order for the winding up of that Participating Organisation, or any person convenes a meeting for the purpose of considering or passing any resolution for the winding up of the Participating Organisation;
      7. that Participating Organisation applies to come under, or receives a notice requiring it to show cause why it should not come under, an order has been made for the purpose of placing that Participating Organisation under, or that Participating Organisation otherwise comes under one of the forms of external administration referred to in Chapter 5 of the Corporations Act 2001 (Cth) or Chapter 11 of the Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth) or equivalent provisions in State or Territory legislation in relation to incorporated associations;
      8. where that Participating Organisation is a partnership, any step is taken to dissolve that partnership; or
      9. anything analogous to an event referred to in clause 12.3(c)–(h) occurs in relation to that Participating Organisation occurs with respect to a Party.
   4. If the Administering Organisation receives notice that a Participating Organisation wishes to withdraw its involvement in the Project or the Administering Organisation wishes to terminate a Participating Organisation’s involvement in the Project, the Administrating Organisation will seek, in accordance with the Grant Agreement, the remaining Parties’ unanimous consent or if consent is not unanimous then a majority decision to:
      1. terminate this agreement;
      2. continue the Project with the remaining Participating Organisations; or
      3. add further Participating Organisation(s) to the Project, subject to any approvals required under the Grant Agreement.

Where the Parties elect to proceed with the Project under clause 12.4 (b) or 12.4 (c) and where this is approved by the ARC, they will do all things necessary to amend this agreement to reflect the new arrangements.

* 1. Upon termination of this agreement, the Parties must immediately take all available and reasonable steps to stop any further expenditure of Grant Funds or Cash Contributions on the Project, and provide the reports required by this agreement (and/or the Grant Agreement) within the timeframes specified in this agreement (and/or the Grant Agreement). Each Participating Organisation must reasonably assist the Administering Organisation to comply with a request from the ARC to recover any unspent Grant Funds within 30 days of the date of the notice or at any time when unspent Grant funds is to be repaid to the Commonwealth under the Grant Agreement.
  2. The Parties may immediately terminate this agreement by unanimous consent in writing, subject to any approvals required under the Grant Agreement.
  3. In the event that a Participating Organisation withdraws or their participation in the agreement is terminated in accordance with this agreement, the Participating Organisation:
     + 1. grants to the Administering Organisation the ability to grant to any future party to this agreement, a licence that meets the description of clauses 7.2, 7.5 and 7.6; and
       2. continues to grant to the other Parties a licence that meets the description of clause 7.2.
  4. Obligations contained in clauses 1, 2, 3, 4.5, 7, 8, 12.5, 12.7, 12.8, 13 and 14, and any other provisions intended by the parties to survive termination or expiration, will survive termination or expiration of this agreement.

1. **INDEMNITY AND INSURANCE**
   1. Each Participating Organisation indemnifies the Administering Organisation from and against any liability, loss, damage, costs and reasonable legal expenses incurred by the Administering Organisation arising from any claim, suit, demand, action or proceeding;
2. by the ARC against the Administering Organisation under clauses 17.7, or 26 of the Grant Agreement; or
3. in connection with any breach of the Grant Agreement;

to the extent that such liability, loss, damage, cost or expense was caused by a wilful, unlawful or negligent act or omission of that Participating Organisation, its employees, agents or subcontractors.

* 1. The Participating Organisations’ liability to indemnify the Administering Organisation under this clause 13 shall be reduced proportionately to the extent that any act or omission of the Administering Organisation’s personnel contributed to the loss or liability.
  2. The Participating Organisations agree to hold and maintain the equivalent insurance or similar protection required of the Administering Organisation under clause 33 of the Grant Agreement to cover any liability arising as a result of their participation in this Project and to provide proof of insurance to the Administering Organisation on request.

1. **GENERAL**
   1. If the Administering Organisation receives a notice that a Participating Organisation wishes to withdraw its support for a Project or reasonably believes that a Participating Organisation is in default of its obligations under this agreement the Administering Organisation will immediately notify the ARC.
   2. Each Participating Organisation agrees to promptly notify the Administering Organisation of anything reasonably likely to adversely affect the undertaking of its requirements under this agreement.
   3. 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. Despite the existence of a dispute, the Participating Organisations must continue to perform their obligations under this agreement (unless requested by the Administering Organisation not to do so). The procedure for dispute resolution under this clause does not prevent any party from seeking urgent interlocutory relief.
   4. This agreement may be signed electronically in any number of counterparts which together will constitute one agreement. If this agreement is signed in counterparts, the date of this agreement is the date on which it is signed by the last Party.
   5. 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.
   6. Each Party may communicate its acceptance of this agreement by successfully transmitting a signed copy of this agreement by email to each other Party.
   7. 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.
   8. Any failure by a Party to compel performance by the other Party of any of the terms and conditions of this agreement will not constitute a waiver of those terms or conditions or diminish the rights arising from their breach.
   9. 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.
   10. If a right, duty or an obligation or liability under this agreement applies to more than one Party then each such Party is entitled to the right or liability severally and not jointly, nor jointly and severally in respect of that right, duty, obligation or liability.
   11. This agreement does not create a partnership, agency, fiduciary or other relationship between the Parties and no Party is liable for the acts or omissions of any other Party except as set out in this agreement. A party must not and must ensure its personnel do not, represent themselves as being employees, partners or agents of the Commonwealth, or represent that they otherwise have rights to bind or represent the Commonwealth.
   12. If any applicable legislation prohibits the limitation or exclusion of liability by a Party in the manner contemplated by this agreement with respect to particular loss or damage, then:
       1. the relevant limitation or exclusion does not apply to that loss or damage; and
       2. that Party’s liability is only limited or excluded with respect to that loss or damage in the manner permitted under that legislation (if any).
   13. Any notice or other communication under this agreement shall be given in writing and delivered by hand, sent by pre-paid post or transmitted electronically to the authorised signatory of a Party.
   14. Except as expressly permitted under this agreement, a Party must not assign or otherwise transfer, create any charge, trust or other interest in or otherwise deal in any other way with any of its rights under this agreement without the prior written consent of the other parties, such consent not to be unreasonably withheld or delayed.
2. **SPECIAL CONDITIONS**

Any special conditions relating to the Project are set out in the Grant Offer.

**Agreed to by the following Parties:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Organisation** | **Name of Investigator on the Application** | **Name and Signature of Authorised Signatory (DVC(Research) or authorised delegate of the Organisation)** | **Date of signing by Authorised Signatory** |
| Administering Organisation | Names of CIs here for The Administering Organisation |  |  |
| **Other Eligible Organisation(s), Other Organisation(s), or Partner Organisation(s) –** include name of organisation | Name of CIs or PIs from each other organisation |  |  |
| Add further rows/ details if there are additional Participating Organisations |  |  |  |

**SCHEDULE 1: CONTACT DETAILS FOR FINANCIAL ACQUITTALS**

**A. Contact details at Administering Organisation:**

|  |  |
| --- | --- |
| Notice details | |
| Notice contact name | <Insert Name> |
| Position | <Insert Title> |
| Physical address | <Insert Address> |
| Postal address | <Insert Address> |
| Email | <Insert email> |
| Invoicing details | |
| Invoicing contact name | <Insert Name> |
| Position | <Insert Title> |
| Address | <Insert Address> |
| Email | <Insert email> |
| Acquittals details (person/unit) | |
| Acquittals contact name | <Insert Name> |
| Position | <Insert Title> |
| Address | <Insert Address> |
| Email | <Insert email> |

**B. Contact details at each Participating Organisation**

*(Notice details should be completed in all instances. Acquittals details should be provided where the Participating Organisation is in receipt of ARC Funds as set out in Schedule 2)*:

|  |  |
| --- | --- |
| [Name of Participating Organisation]  Notice details | |
| Notice contact name | <Insert Name> |
| Position | <Insert Title> |
| Physical address | <Insert Address> |
| Postal address | <Insert Address> |
| Email | <Insert email> |
| Acquittal details (person/unit) | |
| Contact name | <Insert Name> |
| Position | <Insert Title> |
| Address | <Insert Address> |
| Email | <Insert email> |

|  |  |
| --- | --- |
| [Name of Participating Organisation]  Notice details | |
| Notice contact name | <Insert Name> |
| Position | <Insert Title> |
| Physical address | <Insert Address> |
| Postal address | <Insert Address> |
| Email | <Insert email> |
| Acquittal details (person/unit) | |
| Contact name | <Insert Name> |
| Position | <Insert Title> |
| Address | <Insert Address> |
| Email | <Insert email> |

**Schedule 2 *(Clause 6) Table detailing contributions by all Parties, Ownership and Location of Research Infrastructure***

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  | **DETAILS OF NON-ARC FUNDING DISTRIBUTION** | | | |  |  |  |
| Column A | Column B | Column C | Column D | Column E | Column F | Column G | Column H | Column I |
| **Organisation Name** | **ARC funds to be distributed:** | **Total Non-ARC Cash contributed by each Org** | **Non-ARC Cash paid to Admin Org by Collaborating Org** | **Non ARC-cash distributed to Collaborating Org** | **Final distribution of non-ARC cash** | **Named organisation In-Kind Contribution** | **Equipment to be owned and located at named organisation (list items below)** | **Capital cost of equipment (=ARC funds to org (B) plus non-ARC funds retained (F)** |
|  |
|  |  |  |  |  |  |  | [Default text, ‘As per application’. Only update where additional or clarifying detail is needed] |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| **Totals** |  |  |  |  |  |  |  | **Amount should equal total from column B and F** |

**Additional notes on the Totals row: the total of Column I** must equal the total of Column B and Column F. The **Total** in **Column F** (final distribution of non-ARC cash across the Parties) must equal the **Total** in Column C (all non-ARC cash). If a Participating Organisation intends to retain its own funds to enable purchase of approved equipment located at their node, ARC approval will need to be sought for the Grant funds retention. This can be done pre or post sign-off of the MIA by the Administering Organisation. Grant funds should not be distributed directly between Participating Organisations.

**Schedule 3**

***(Clause 6)***

The Parties agree that the ownership, terms and conditions of access and arrangements and costs of managing the Research Infrastructure which form part of the Project will be in accordance with the arrangements outlined in the Application unless otherwise agreed, and as further detailed in this Schedule 3. The following general provisions also apply to the extent that they are not inconsistent with the Application:

* Maintenance and insurance costs of the Research Infrastructure will be the responsibility of the Party who owns it.
* The owning party will be responsible for insuring the Research Infrastructure.
* Each instrument/equipment items which is part of the Research Infrastructure will be managed and maintained by researchers and/ or technicians with relevant expertise.
* Each Party must take all reasonable measures to ensure that its officers, employees, contractors or students using Research Infrastructure and any other premises or facilities for the purpose of this agreement:
  + are acquainted with all applicable policies and procedures on security and occupational health and safety, and
  + comply with all directions of the relevant entity relating to security and occupational health and safety.
* The Research Infrastructure may only be used by persons approved for access with appropriate training in the use of the Research Infrastructure, consistent with the management and access arrangements detailed in the Application.
* Each Party shall ensure that any Specified Personnel shall have first priority in the use and operation of equipment purchased for the Project, consistent with the Grant Agreement.
* The cost of usage of the Research Infrastructure must be agreed by the management committee as specified in the Application or in the absence of a management committee, the Parties, before its use.

**ADDITIONAL DETAILS:**

[This section should only be used where additional or clarifying detail is to be provided over and above the original application. If this section does not apply, mark ‘Not applicable’].

**Annexure 1**

**Grant Offer**

***(Attach a screenshot of the Grant Offer provided in RMS)***

**Annexure 2**

**Application**